

Community  
Redevelopment Area

# Facade Improvement

Grant Program

The CRA Facade Improvement Program provides property owners with financial assistance (grant) to improve the appearance of their properties in designated areas of Tampa's Community Redevelopment Area (CRAs).



The program is funded for fiscal year 2012 for Drew Park, East Tampa and Ybor City.

## Eligibility:

- Must be a retail and/or targeted commercial property.
- Applicant must be the owner of the property.
- Property must be located in a participating CRA (Drew Park, East Tampa and/or Ybor City 1 and 2) and may be further restricted to target areas within each CRA.
- Funding limit is 50% of the project costs, up to \$50,000.
- Funding can be used for exterior renovation, restoration and rehabilitation as well as landscaping improvements.
- Projects must be first approved by the City's Economic and Urban Development Department prior to initiating the work.

Program information is available at [www.tampagov.net](http://www.tampagov.net) under Economic and Urban Development Department. Applications are available at the participating CRA office listed below.

For more information, please contact the participating CRAs:

### East Tampa

Ed Johnson  
Manager  
East Tampa CRA

Ed.Johnson@tampagov.net  
(813) 242-3807

### Drew Park

Jeanette LaRussa Fenton  
Manager  
Drew Park CRA

Jeanette.Fenton@tampagov.net  
(813) 274-7427

### Ybor City

Vince Pardo  
Manager  
Ybor City CRA 1 & 2

Vince.Pardo@tampagov.net  
(813) 274-7936



# City of Tampa

## Community Redevelopment Area Facade Grant Program

### Frequently Asked Questions

**Q: What properties qualify for the Community Redevelopment Area Facade Grant Program (Program) and in what areas of Tampa is the Program available?**

A: The Program is available to the owners of non-residential structures/properties in participating CRAs - currently East Tampa, Ybor 1 & 2, and Drew Park. Properties and proposed improvements should comply with the following conditions:

- The property owner must be the grant applicant.
- The proposed work must be approved by the City prior to initiating the work.
- The application must include a detailed budget with reasonable costs for the proposed work.
- Local Landmark properties or properties in a Local Historic District must get a Certificate of Appropriateness for the proposed work from the applicable review commission.
- Property taxes must be current as of the date of the application.
- The property must have no outstanding Tampa building code citations.
- The property owner must provide proof of property insurance.
- Grants will not be awarded to property containing “adult uses”.

**Q: What are the Program funding limits?**

A: If an application is approved, the Program will provide grant funds (not to exceed \$50,000) for 50% of the total cost of the improvements, with a matching contribution required from the owner.

**Q: What kinds of improvements qualify for grant funds?**

A: The Program is only for exterior improvements on non-residential structures/properties. Generally, qualified improvements must be visible from the street and increase the functionality of the building for its intended use, e.g. new storefront windows, exterior doors, awnings, exterior lighting, or landscaping. The removal of deteriorated portions of the building is also allowed. Improvements such as roof repairs, structural stabilization, parking lot improvements, painting, and signage will only be considered on a case by case basis if they are a minor part of the overall project.

**Q: If I receive a grant award, how do I get the funds?**

A: Once the owner has funded Owner Match, owner may submit a funding request once a month for work completed during the month.

If the funding request is verified and approved, the month’s total cost of work will be paid.

If all inspections and documents are approved, grant payments will be released within three weeks of receiving the funding request. Disbursement checks will be made co-payable to the property owner and the contractor.

**Q: Is the Program a grant or a loan?**

A: The Program is a grant if the property owner adheres to the Program requirements, as follows:

- All work must comply with Tampa building codes and be performed by licensed contractors.

# City of Tampa

## Community Redevelopment Area Facade Grant Program

- The work must start within the earlier of 1 year from the grant award or 30 days from the approval of a building permit and be completed within 1 year.
- Property taxes must be kept current for 5 years.
- Owner must maintain and provide proof of property insurance for 5 years.
- Owner must maintain and keep the property in good repair for 5 years.
- Owner shall not lease the property to a sexually oriented adult use for 5 years.
- Owner shall not sell the property for 5 years without the City's prior written consent.

If the property owner (grant recipient) violates the Program requirements, the City may demand immediate repayment of the grant (with accumulated interest) or convert the grant to a loan with interest and monthly payments. A lien will be placed on the property to protect the City's interest.

### Q: What are my chances of receiving a grant?

A: All applications will be evaluated on a competitive basis. Applications that reflect the following will be viewed more favorably:

- Applications that are complete, thorough, and include a reasonable detailed budget.
- Applications for properties that fully comply with Program conditions.
- Applications with proposed improvements that are appropriate to and support the adopted CRA Plans and/or other community plans of the CRA.
- Applications that reflect the owner's ability to meet the financial obligations of the Program.
- Applications that reflect the owner's ability to complete the proposed improvements in a timely manner.

### Q: How do I get more information and an application?

A: Interested property owners should contact their CRA Manager for information and a program application as follows:

#### **Ybor 1 & Ybor 2**

Vince Pardo  
2015 E. 7th Avenue  
Tampa, FL 33605  
Vince.Pardo@tampagov.net  
(813) 274-7937

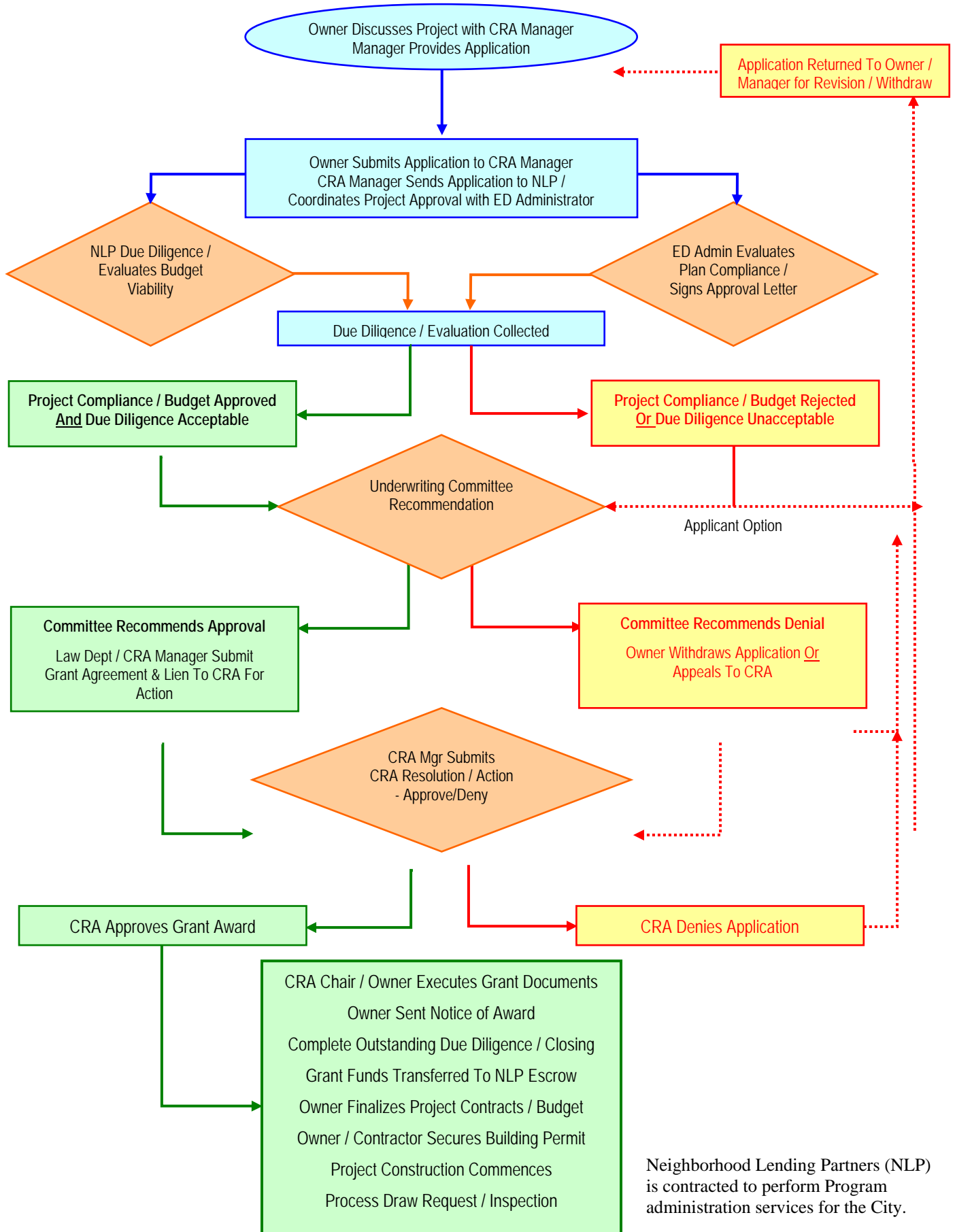
#### **East Tampa**

Ed Johnson  
3808 N. 22nd Street  
Tampa, FL 33610  
Ed.Johnson@tampagov.net  
(813) 242-3806

#### **Drew Park**

Jeanette LaRussa Fenton  
306 E. Jackson Street  
Tampa, FL 33602  
Jeanette.Fenton@tampagov.net  
(813) 274-7427

# CRA Facade Grant Program Application Process Flow Chart





# Community Redevelopment Agency Facade Grant Program

## **1. Program Goal**

The Community Redevelopment Agency Facade Grant Program (Program) is designed to improve the appearance of properties in Tampa's Community Redevelopment Areas (CRA, or collectively CRAs) by providing financial assistance (Grant) for the improvement and/or renewal of properties within designated areas of participating CRAs. The intent of this public investment is to increase the property values, resulting in increased TIF revenue, and create a "ripple effect" of private investment in close proximity to properties receiving Grants. The focus of this Program is directed to the visible improvement of non-residential properties as identified in the attached Implementation Matrix. This Program is offered and regulated by the Community Redevelopment Agency of Tampa, Florida (Agency).

## **2. Grant Eligibility**

Grant awards may be considered for properties and work described within this section. The Facade Grant Implementation Matrix (Implementation Matrix) may designate geographic areas of priority and special Program conditions that reflect the recommendations of the Community Advisory Committee of each participating CRA. The Implementation Matrix may be amended from time to time by the Agency.

2.1. Non-residential properties (Property) within participating CRAs may be eligible. Facade improvements funded by this grant program must enhance the appearance of the building and/or property and be visible from the Right of Way.

2.2. Work that may qualify for Grant assistance (Façade Project) includes, but is not limited to:

2.2.1. Primary Façade Project Work:

- 2.2.1.1. Exterior improvement, restoration, or rehabilitation.
- 2.2.1.2. Repair, replacement, or installation of new storefront windows.
- 2.2.1.3. Repair, replacement, or installation of new exterior doors.
- 2.2.1.4. Repair, replacement, or installation of new awnings.
- 2.2.1.5. Repair, replacement, or installation of new exterior lighting.
- 2.2.1.6. Renewal or installation of new landscaping.
- 2.2.1.7. The removal of deteriorated or undesirable exterior alterations.

2.2.2. Ancillary Project Work: Project costs for improvements ancillary to the Primary Façade Project Work such as roof repairs, structural stabilization, parking lot improvements, dumpster enclosures, painting, and signage. Work in this category will only be considered on a case by case basis.

2.2.3. Architectural/engineering plans, permits, contractor fees, and construction mobilization/site fees in association with actual construction work. In the event the Façade Project is a part of a more extensive improvement being performed concurrently, these fees shall be on a pro rata basis, and the grant eligible amount of such fees shall be calculated based on the proportion of the Façade Project cost divided by the total project cost inclusive of façade and non-façade costs.



## Community Redevelopment Agency Facade Grant Program

2.3. Façade Grants cannot be used for acquiring property.

### **3. Program Application Requirements**

3.1. The owner of the Property (Owner) shall be the applicant.

3.2. All statements and representations made in the Grant application must be correct in all material respects when made.

3.3. An estimated detailed budget (Budget) must be provided on the budget form in the application. The Budget must reflect the line item cost of all work being performed and the Façade Project work, including a description of the Façade Project scope of work.

3.4. Façade Projects must support and be in alignment with adopted CRA Plans, Vision Plans, Strategic Action Plans, and other community plans of the CRA in which the Property is located. The application must include plans, drawings, and/or illustrations (Project Plans) with sufficient detail to facilitate an understanding of the Project. The City of Tampa Economic and Urban Development Department must approve the Façade Project Plans, in writing, prior to commencing work.

3.5. Projects on Property located within a Local Historic District or designated as a Local Landmark must obtain a Certificate of Appropriateness from the applicable architectural review commission based on designs materially similar to the Project Plans. Projects located within defined "overlay areas" must be reviewed and approved by the City's Urban Design officer.

3.6. Ad Valorem taxes on the Property must be current as of the date of the application.

3.7. The Property must have no outstanding City of Tampa building code citations. Where applicable, violations of the Barrio Latino guidelines shall not be considered a disqualification.

3.8. The Owner must provide proof of property insurance on the Property.

3.9. Grants will not be awarded on Property containing adult uses, as defined in Sec. 27-545 of the City of Tampa Code of Ordinances.

3.10. Portions of the Façade Project costs not funded by the requested Grant must be provided by Owner Funding. Owner Funding may consist of bank loans, lines of credit, and owned assets (Owner Equity). The Grant award must be matched by Owner Equity in a ratio required by the program and/or Implementation Matrix. Owner must demonstrate their source of the Owner Funding and their ability to meet the financial obligations of the Façade Program.

3.11. Proceeds from other City-managed financial assistance programs may not be used to satisfy the Owner Equity requirements of this Program, but may be used to assist with funding of remaining portion of larger improvement project. Façade Grant funds cannot be used to satisfy the Owner equity requirements of other City-managed financial assistance programs.



## Community Redevelopment Agency Facade Grant Program

Interested Owners should contact their CRA Manager for more information and an application.

<b>Ybor 1 &amp; Ybor 2</b>	<b>East Tampa</b>	<b>Drew Park</b>
Vince Pardo 2015 E. 7th Avenue Vince.Pardo@tampagov.net (813) 274-7937	Ed Johnson 3808 N. 22 <sup>nd</sup> Street Ed.Johnson@tampagov.net (813) 242-3806	Jeanette LaRussa Fenton 306 E. Jackson Street Jeanette.Fenton@tampagov.net (813) 274-7427

#### **4. Evaluation Criteria for Applications**

Completed applications shall be reviewed by the Program Underwriting Committee (Committee) comprised of two non-CRA senior level city staff, or their designee, and a representative from the Community Advisory Committee in which the Property is located. It is the responsibility of the Applicant to demonstrate clearly that the Project addresses the evaluation criteria. Generally, the Committee will review the following information in making their recommendation to the CRA Board:

- 4.1. The extent to which the Project supports the adopted CRA Plans, Vision Plans, and other community plans of the CRA in which the Property is located, and is visible from the right of way.
- 4.2. The adequacy of information provided to assess the Project, the Project's impact on the community, and the likelihood that the Project will be completed in a timely manner.
- 4.3. The extent to which the application meets eligibility as defined in section 2. Grant Eligibility.
- 4.4. The percentage of Owner Equity in the overall improvement project versus financial resources derived from City-managed financial assistance programs, including this Program.
- 4.5. The ability of the Owner to meet his financial obligations under the terms of the Program.
- 4.6. The total amount of the Grant request and all other liens on the Property versus the market value of the Property as determined by the Hillsborough County Property Appraiser's Office. A current appraisal performed by a State of Florida certified general appraiser, issued not less than six months from date of Grant application, may also be considered for market value.

#### **5. Grant Awards and Disbursements**

- 5.1. Grant awards, if approved, shall be for:
  - 5.1.1. Percent of Façade Project cost as specified in the Implementation Matrix for each participating CRA, not to exceed \$50,000.
- 5.2. Cost savings from the estimated Façade Project Budget, in the approved application on which the grant award is based, shall reduce the Grant award on an equal basis with Owner's Grant match.
- 5.3. Grant Disbursements shall not occur until the following conditions are met:



## Community Redevelopment Agency Facade Grant Program

- 5.3.1. The Owner Match specified in Budget, as submitted to the Committee, is paid in full, and
  - 5.3.2. The balance to complete the façade Project construction does not exceed the Grant award, and
  - 5.3.3. Any special conditions specified in the Agreement are satisfied.
- 5.4. Only one (1) draw request and Grant disbursement shall be made each month.
- 5.5. Each draw request shall be signed by the Owner and Project contractor(s) and include documentation required by the Agency that verifies the following:
- 5.5.1. The Project contractor(s) received and properly credited previous payments from the Owner and Agency evidenced by lien waivers or other appropriate documents, and
  - 5.5.2. The amount of the draw request is reasonable and directly related to qualified and approved Project costs.
- 5.6. A Property inspection will be made by an authorized representative of the Agency to ensure that the work was completed according to the requirements of Section 6.3 herein.
- 5.7. If the draw request documents and Property inspection are satisfactory and approved, Grant funds for the approved amount will be disbursed. Said disbursements shall be co-payable to the Owner and contractor(s).

### **6. Grant Agreement / Lien**

Grant awards and Owner obligations and covenants will be contractually bound by a Grant Agreement (Agreement) executed by the Agency and Owner. Performance of the Owner's obligations and covenants described in the Agreement shall be secured by a Lien on the Property. A Grant award shall not be binding until the Agreement and the Lien have been executed and approved by the Agency. The Agreement shall:

- 6.1. State the maximum amount of the Grant award. The Grant amount funded may be less if the actual construction costs are lower than the estimated Project cost and/or an Owner default.
- 6.2. Describe any special conditions of the Grant award.
- 6.3. Describe the Project Construction Conditions, as follows:
  - 6.3.1. Project work must start within the later of:
    - 6.3.1.1. Three (3) months from the Grant award (Commitment Date), or
    - 6.3.1.2. Thirty (30) days from the approval of a building permit (Permit Date).
  - 6.3.2. The Project must be completed (Completion Date) within the later of:
    - 6.3.2.1. One (1) year from the Commitment Date, or
    - 6.3.2.2. One (1) year from the Permit Date.



## Community Redevelopment Agency Facade Grant Program

- 6.3.3. All Project work must be performed by licensed contractors. The Owner may act as the Project “general contractor” by hiring multiple licensed sub-contractors.
- 6.3.4. All Project work must adhere to City of Tampa building codes and standards.
- 6.3.5. All Project work must be materially similar to the approved Project Plans and comply with the Certificate of Appropriateness, if applicable.
- 6.4. Describe the Grant disbursement procedures.
- 6.5. Describe the ongoing Owner Covenants and Obligations. The Owner Covenants and Obligations set forth in this section shall remain in force and effect for a period of five (5) years from the Completion Date. The Owner Covenants and Obligations shall be considered Covenants running with the land and shall be secured by a Lien on the Property that is binding for the benefit of and enforceable by the Agency against Owner, its successors, and assigns. The Owner Covenants and Obligations are as follows:
- 6.5.1. Owner shall not sell or transfer any interest in the Property without the Agency’s prior written consent.
  - 6.5.2. Owner shall not lease the Property to adult uses, as defined in Sec. 27-545 of the City of Tampa Code of Ordinances.
  - 6.5.3. Owner must maintain and provide proof of property insurance on the Property.
  - 6.5.4. Payment of Ad Valorem taxes on the Property must be kept current.
  - 6.5.5. Owner must continually maintain and keep the Property in good repair.
  - 6.5.6. Owner agrees to allow the Agency, or its designee, access to the Property at all reasonable times to determine that the Property is being maintained and repaired.
- 6.6. Describe the Agency’s legal remedies and potential penalties to be imposed on the Owner in the event of a default of the Owner’s obligations and covenants, as follows:
- 6.6.1. Breach of Covenants: If the Owner fails to comply with any of the obligations and/or covenants of the Agreement, and if the Owner has not remedied said breach within any cure period approved by the Agency at its sole discretion, the Agency may exercise any or all of the following remedies:
    - 6.6.1.1. Terminate any further funding of the Grant, and/or
    - 6.6.1.2. Enforce specific performance by Owner of its obligations, and/or
    - 6.6.1.3. Void a lease, sale, transfer, or exchange of the Property, and/or
    - 6.6.1.4. Demand immediate repayment of the Grant amount funded to date and accrued interest, and/or
    - 6.6.1.5. Convert the Grant into a loan, with monthly payments based on the Grant amount funded to date, accrued interest, and ongoing interest until the loan is paid in full, and/or
    - 6.6.1.6. Pursue any other rights and remedies afforded under Florida Law.



## Community Redevelopment Agency Facade Grant Program

6.6.2. Compliance to Covenants: If the Owner has complied with all of the terms, conditions, and covenants of the Agreement, the Lien on the property shall be released upon request and all potential obligations to repay the Grant shall be terminated.

### **7. Compliance with the City of Tampa Ethics Code**

The applicant shall comply with all applicable city rules and regulations including the City's Ethics Code, which is available on the City's website [www.tampagov.net](http://www.tampagov.net). Moreover, each applicant to the Program acknowledges and understands that the City's Ethics Code prohibit City employees from receiving any benefit, direct or indirect, from any contract or obligation entered into with the City. (City of Tampa Code, Chapter 2, Article VIII-Sec 2-522)



## Community Redevelopment Agency Facade Grant Program

Facade Grant Implementation Matrix Specific Limits, Terms, Uses, and Conditions Of Each Participating CRA						
CRA	Special Funding Limits	Geographic Focus Area	Special Property Qualifications	Special Work Allowed	Work Specifically Not Allowed	Special Use Restrictions / Conditions
East Tampa	50% of the grant eligible cost, up to \$50,000.00.	Open to all corridors identified in the CRP and SAP for redevelopment. Priority areas: N. 22nd St., N. 34th St., N. 29th St. and N.15th St.	Any non-residential uses except for adult oriented uses.			One (1) grant per property per fiscal year
Drew Park	50% of the grant eligible cost, up to \$50,000.00.	Open to entire Drew Park CRA. Priority areas: Lois Ave. and all gateway corridors.	Any non-residential uses except for adult oriented uses.			
Ybor 1	50% of the grant eligible cost, up to \$50,000.00.	7th Ave. priority, but open to entire CRA.	Conversion/retention of retail, art / cultural venues, hotels, office use (upper floors only on 7th Av), restaurants, and other non-residential uses. Conversion of "big box" spaces to original small store fronts.			Priority to historic properties over non-historic.
Ybor 2	50% of the grant eligible cost, up to \$50,000.00.	7th Ave. priority, but open to entire CRA.	Conversion/retention of retail, art / cultural venues, hotels, office use (upper floors only on 7th Av), restaurants, and other non-residential uses. Conversion of "big box" spaces to original small store fronts.			Priority to historic properties over non-historic.



**Community Redevelopment Agency  
Facade Grant Program  
Application**

**Applicant / Property Information**

Property Address: \_\_\_\_\_ CRA: \_\_\_\_\_

Property Owner: \_\_\_\_\_ Authorized Agent: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_ Alternate: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Amount of Grant Requested: \$ \_\_\_\_\_

**Project Budget – Sources/Uses of Funds** (complete Attachment A: Project Budget)

Grant Eligible Project Cost: \$ _____	Owner Equity: \$ _____
	Other Funds: \$ _____
	Grant Request: \$ _____
	Total Funding: \$ _____

**Briefly describe the objectives of the project and the work to be performed.**

NOTE: It is the responsibility of the Applicant to demonstrate that the proposed project is in alignment with the adopted community plans of the CRA in which the Property is located.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Attach Picture(s) of building as is.

**List All Liens on Subject Property / Lien Amount** (continue list on separate sheet if necessary)

1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____



**Community Redevelopment Agency  
Facade Grant Program  
Application**

**Property Information / Financial Disclosure**

**Applicant:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_ **CRA:** \_\_\_\_\_

**Property Is In a Historic District or Is Designated As a Local Landmark:** Yes  No

**Property Is Owned By:** An Individual  A Corporation  A Partnership

**The Property Is Covered By Property Insurance:** Yes  No

If Yes, Coverage Limit: \$ \_\_\_\_\_

Insurance Agent / Phone: \_\_\_\_\_

**Property Owner:** \_\_\_\_\_

**Authorized Agent:** \_\_\_\_\_

**Social Security / Employer Identification Number:** \_\_\_\_\_

**Authorized Agent Address:** \_\_\_\_\_

Contact Info: Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Grant Eligible Project Cost:** \$ \_\_\_\_\_

**Sources of Project Funds**

**Grant Request:** \$ \_\_\_\_\_

**Owner Equity:** \$ \_\_\_\_\_

Source 1: \_\_\_\_\_

Acct Balance As Of (date): \_\_\_\_\_

Acct Officer/Phone: \_\_\_\_\_

Source 2: \_\_\_\_\_

Acct Balance As Of (date): \_\_\_\_\_

Acct Officer/Phone: \_\_\_\_\_

**Other Funds:** \$ \_\_\_\_\_

Source: \_\_\_\_\_

Source Balance As Of (date): \_\_\_\_\_

Source Verification/Phone: \_\_\_\_\_

If the Applicant has received loan or grant assistance from a City-managed financial assistance program for a project at this address, please specify the program(s) and the loan/grant amount(s).

1. \_\_\_\_\_ \$ \_\_\_\_\_

2. \_\_\_\_\_ \$ \_\_\_\_\_



**Community Redevelopment Agency  
Facade Grant Program  
Grant Agreement**

**Authorization To Verify Employment, Income, Asset Balances,  
Credit History, Rental & Mortgage History**

TO WHOM IT MAY CONCERN:

I hereby authorize the Community Redevelopment Agency, its successors, assignees, or Agents, to verify Sources of Project Funds as listed in the Property Information/Financial Disclosure form of my application, confirming that grant matching funds are adequate and available for the façade grant that is the subject of this Agreement. Further, I authorize the Community Redevelopment Agency to verify liens and encumbrances on the subject property of this application.

It is understood that a photocopy of this form will also serve as authorization.

The information that is obtained is to be used in the processing of my application for a Grant and for subsequent quality control verification.

I hereby acknowledge that I am fully aware that it is a crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the information on my application.

\_\_\_\_\_  
SIGNED (Property Owner / Authorized Agent)

\_\_\_\_\_  
Date





**Community Redevelopment Agency  
Facade Grant Program  
Grant Agreement  
NOTICE TO APPLICANTS**

Grant awards and Owner obligations and covenants will be bound by a Grant Agreement executed by the Agency and Owner. The Owner's obligations and covenants described in the Agreement will be secured by a Lien on the Property. A Grant award shall not be binding until the Agreement and the Lien have been executed and approved by the Agency. Applicants are encouraged to read and thoroughly understand these documents. Applicants are also encouraged to have their attorney examine and approve these documents prior to submitting this application.

**Attachment B  
Grant Agreement**

This **Grant Agreement** (Agreement) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and among the **Community Redevelopment Agency of Tampa, Florida** (Agency), a body politic and corporate existing under the laws of the State of Florida and \_\_\_\_\_ (Owner), through \_\_\_\_\_ as authorized agent, Owner of certain real estate located at \_\_\_\_\_ Tampa, Hillsborough County, and State of Florida.

**RECITALS**

**WHEREAS**, the Community Redevelopment Agency established the **Community Redevelopment Agency Facade Grant Program** (Program) to improve the appearance and functionality of properties in participating Community Redevelopment Areas (individually CRA or collectively CRAs) by providing financial assistance (Grant) for the rehabilitation and/or restoration of properties within those CRAs.

**WHEREAS**, the \_\_\_\_\_ CRA has allocated Tax Increment Financing (TIF) funds for the Program and is a participant in the Program.

**WHEREAS**, Owner has applied for a Program grant to construct improvements on certain real estate located at \_\_\_\_\_ (Property), Tampa, Florida, as further defined in Exhibit A, and said Property is within the \_\_\_\_\_ CRA.

**WHEREAS**, Owner depicted or described a property improvement plan (Project) in the Grant application, including a scope of work and Project Budget that is in compliance with all Program requirements and City of Tampa building codes and standards.

**WHEREAS**, the Agency has approved a grant to be used for constructing the qualified improvements described in the Grant application and Project budget.

**WHEREAS**, Owner has agreed to continue to comply with the ongoing Program requirements for a period of five (5) years from the date of disbursement of grant funds.

**ARTICLE I: GRANT AWARD / AGREEMENT**

The Agency has approved a Grant in the amount of fifty percent (50%) of Project cost not to exceed \_\_\_\_\_ Thousand Dollars & 00/100 (\$ \_\_\_\_\_), to be used for constructing the qualified improvements described in the Grant application and Project Budget.



## Community Redevelopment Agency Facade Grant Program Grant Agreement

As security for Grantor's payment to Grantee, the Grantee consents to the imposition of a Contractual Lien on the Grantee's Real Property located at \_\_\_\_\_ Tampa, Florida, as further defined in Exhibit A. Grantor, as Contractual Lien Holder, shall be entitled to all of the rights and remedies afforded to a Contractual Lien Holder under Florida Law, which rights and remedies shall be cumulative of all other rights, remedies, liens, and security interests afforded Grantor by law or this Agreement.

Owner acknowledges that the financial assistance received through the Program represents good, valuable, and adequate consideration for the obligations undertaken by Owner in this Agreement. As a condition precedent to the disbursement of Grant funds for the Project, Owner shall execute the Lien and other documents reasonably required to create a restrictive covenant running with the land and deliver those documents to the Agency. If applicable,

### ARTICLE II: GRANT AWARD CONDITIONS / DISBURSEMENTS

- 1) Portions of the Project cost not funded by the requested Grant must be provided by Owner Funding. Owner Funding may consist of loans, lines of credit, funding from other programs (loans or grants), and owned assets (Owner Equity). The Grant award must be matched by Owner Equity in a ratio required by the program and Matrix. Owner must demonstrate their source of the Owner Funding and their ability to meet the Program's financial obligations.
- 2) Cost savings from the estimated Façade Project Budget, in the approved application on which the grant award is based, shall reduce the Grant award on an equal basis with Owner's Grant match.
- 3) The Project shall be constructed and completed in compliance with the following:
  - a) Project work must start within the later of:
    - i) Three (3) months from the Grant award (Commitment Date), or
    - ii) Thirty (30) days from the approval of a building permit (Permit Date).
  - b) The Project must be completed within the later of:
    - i) One (1) year from the Commitment Date, or
    - ii) One (1) year from the Permit Date.
  - c) All Project work must be performed by licensed contractors. The Owner may act as the Project "general contractor" by hiring multiple licensed sub-contractors.
  - d) All Project work must comply to City of Tampa building codes and standards.
  - e) All Project work must be materially similar to the approved Project Plans and comply with the Certificate of Appropriateness, if applicable.
- 4) Grant Disbursements shall not occur until the following Special Conditions are met:
  - a) The Owner Equity in Attachment A: Project Budget, as submitted to the Committee, is funded in an amount equal to the requested grant amount.
  - b) (Conditions listed in this section, if any, are specific to the application and reflect unique conditions of an approved Grant award.)



## **Community Redevelopment Agency Facade Grant Program Grant Agreement**

- 5) The cost of work performed each month shall be paid as follows:
  - a) One hundred (100%) percent of the work not approved for Grant funding shall be paid by Owner, and
  - b) Fifty (50%) percent of Grant approved work shall be paid by the Owner, and
  - c) Fifty (50%) percent of Grant approved work shall be paid by the Grant, subject to:
    - i) Only one (1) draw request and Grant disbursement shall be made each month.
    - ii) All Grant disbursements shall be co-payable to the Owner and contractor(s).
- 6) Each draw request shall:
  - a) Be signed by the Owner and Project contractor(s), and
  - b) Include documentation required by the Agency that verifies the following:
    - iii) Project contractor(s) received and properly credited previous payments from the Owner and Agency evidenced by lien waivers or other acceptable documents, and
    - iv) The amount of the draw request is reasonable and directly related to qualified and approved Project costs.
- 7) A Property inspection will be made by an authorized representative of the Agency to ensure that the work was completed according to the requirements of ARTICLE II herein.
- 8) If all inspections and documents are approved, a Grant disbursement will be released.

### **ARTICLE III: COVENANTS AND OBLIGATIONS**

The covenants and obligations set forth in this Agreement shall run with the land and remain in force and effect for a period of five (5) years from the date of disbursement under this Agreement. Exceptions to the following covenants and obligations, if any, shall be described in the "Special Conditions" in ARTICLE II.

- 1) Owner shall not lease the Property to adult uses, as defined in Sec. 27-545 of the City of Tampa Code of Ordinances.
- 2) Owner must maintain and provide proof of property insurance on the Property.
- 3) Payment of Ad Valorem taxes on the Property must be kept current.
- 4) Owner must continually maintain and keep the Property in good repair.
- 5) Owner agrees to allow the Agency, or its designee, access to the Property at all reasonable times to determine that the Property is being maintained and repaired.
- 6) Owner shall not sell or transfer any interest in the Property without the Agency's prior written consent, provided that nothing in this Agreement shall prohibit Grantee from encumbering the Property with a lien that is subordinate or inferior to the Grant Lien. The procedure for a proposed change of ownership is as follows:
  - a) Owner must notify Agency in writing of the proposed change of ownership. Said notice must include the name of the proposed successor, a notarized affirmation from the



## **Community Redevelopment Agency Facade Grant Program Grant Agreement**

proposed successor attesting to their willingness to be bound by this Agreement, and other information reasonably requested by Agency.

- b) If Agency, in its reasonable discretion, consents to the proposed change of ownership, the to-be new owner shall execute whatever documents are necessary to be bound by this Agreement prior to proceeding with the transaction.
- c) If Agency, in its reasonable discretion, declines to consent to the proposed change of ownership, Owner shall not proceed with the transaction.

### **ARTICLE IV: DEFAULTS AND REMEDIES**

1) Defaults: A default shall have occurred if:

- a) Grant proceeds are used for a purpose other than approved, qualified Grant expenses, or
- b) Any statement or representation made in connection with applying for the Grant, this Agreement, and/or disbursement of Grant funds proves to have been incorrect in any material respect when made, or
- c) Owner breaches any covenant, agreement, provision, representation, warranty, or obligation made in this Agreement.

2) Remedies in event of default:

- a) Agency may suspend or terminate disbursement of the Grant award. If termination occurs, Owner shall have no further right to any remaining Grant award funds.
- b) Agency may enforce specific performance by Owner of its obligations under this Agreement in a court of competent jurisdiction.
- c) In the event of default due to the Owner's conveyance or transfer of all or part of the Property without the Agency's prior written approval, the Agency may, at its sole discretion:
  - i) Void such conveyance, sale, transfer, or exchange, or
  - ii) Demand immediate repayment of the Grant in an amount described herein.
- d) In the event of a default due to a breach of any other covenant or obligation, and the Owner fails to cure the default within a cure period, approved by the Agency in its reasonable discretion, Agency may at its sole discretion:
  - i) Demand immediate repayment of the Grant in an amount computed as described herein.
  - ii) Convert the Grant into a Loan, with monthly payments in an amount computed as described herein.
- e) The amount due resulting from a demand for immediate repayment shall include the total of all Grant funds disbursed and accrued interest computed as follows:
  - i) The total of all Grant funds disbursed.
  - ii) Accrued Interest: Interest Rate applied to the amount of each Grant disbursement, from the date of its disbursement to the date of the default, compounded annually.
  - iii) Interest Rate: The Wall Street Journal Prime Rate as published on the date of the Default, plus 200 basis points.



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- f) The amount due and monthly payment resulting from a Grant converted into a Loan shall include the total of all Grant funds disbursed, accrued interest, and current interest computed as follows:
- i) The total of all Grant funds disbursed.
  - ii) Accrued Interest: Interest Rate applied to the amount of each Grant disbursement, from the date of its disbursement to the date of the default, compounded annually.
  - iii) Interest Rate: The Wall Street Journal Prime Rate as published on the date of the Default, plus 200 basis points.
  - iv) Starting Loan Balance: Total of all Grant funds disbursed plus Accrued Interest:
  - v) Current Interest: Interest computed on each month's outstanding balance until the obligation is paid in full.
  - vi) Loan Term: Period not exceed sixty (60) months, as determined by the Agency.
  - vii) Payment Amount: Starting Loan Balance divided equally by the number of months of the Loan Term, plus the Current Interest.
- g) Owner shall indemnify and hold harmless the Agency, its directors, officers, employees, and agents from any and all claims, losses, damages or expenses (including reasonable attorneys' fees) arising out of the failure or alleged failure of the Owner to strictly and timely perform its obligations under this Agreement.

### ARTICLE V: AGREEMENT TERM

- 1) The Effective Date of this Agreement shall be the date executed by the Chair of the Community Redevelopment Agency of the City of Tampa, Florida.
- 2) This Agreement and the Grant Lien shall terminate the earlier of:
  - a) Five (5) years from the date the final Grant funds are disbursed (Disbursement Date), or
  - b) The date the Agency receives payment in full of all Grant funds disbursed and accrued interest and current interest on all unpaid balances if applicable.

### ARTICLE VI: RULES OF CONSTRUCTION

The following general rules of construction shall apply throughout this Agreement:

- 1) **Entire Agreement:** This Agreement along with any agreements or documents executed in conjunction herewith constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof, and supersedes all negotiations, preliminary agreements, and all prior agreements and contemporaneous discussions and understandings of the parties in connection with the subject matters hereof.
- 2) **Amendments:** No change, modification or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed by all parties hereto, their successors or assigns.
- 3) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be in Hillsborough County, Florida.
- 4) **Separability:** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the



## Community Redevelopment Agency Facade Grant Program Grant Agreement

provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

- 5) **Headings and Captions:** The titles or captions of paragraphs and subparagraphs contained in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, and, therefore, such titles or captions do not define, limit, extend, explain, or describe the scope or extent of this Agreement or any of its terms, provisions, representations, warranties, or conditions in any manner or way whatsoever.
- 6) **Gender and Number:** All pronouns and variations thereof shall be deemed to refer to the masculine, feminine or neuter, and to the singular or plural, as the identity of the person or entity or persons or entities may require.
- 7) **Binding Effect on Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 8) **Remedies Cumulative; No Waiver:** No right, power or remedy reserved by this Agreement, is intended to be exclusive of any other right, power or remedy, but shall be cumulative and concurrent with any other right, power and remedy available now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon the occurrence of any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default. Every right, power and remedy may be exercised from time to time and as often as may be deemed expedient by the holder of such remedy.
- 9) **Conflict:** In any event of conflict herein between this Agreement and any other agreement or document executed in conjunction herewith, this Agreement shall prevail.
- 10) **Time Is of the Essence:** As to the performance by Owner of the requirements, conditions, and covenants of this Agreement, time is of the essence.

### ARTICLE VII: NOTICES

Any notice shall be in writing and shall be delivered by hand with acknowledgement of receipt or sent by United States Registered or Certified Mail; postage prepaid, addressed as follows:

**If to Owner:**

Owner Name:

Authorized Agent: (if applicable)

Address:

Telephone:

Facsimile:

**If to Agency:**

City of Tampa, Florida

c/o City Attorney

315 East Kennedy Boulevard

Tampa, Florida 33602

Telephone: (813) 274-8996

Facsimile: (813) 274-8809



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**With Copy to:**  
City of Tampa, Florida  
c/o Economic Development  
Administrator

306 E. Jackson Street, 2<sup>nd</sup> Floor North Tampa,  
Florida 33602  
Telephone: (813) 274-7315  
Facsimile: (813) 274-7410

**IN WITNESS WHEREOF**, the Agency and Owner have caused this instrument to be executed at the place and on the date first written above.

(Signature Pages Follow)

**EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY**



**Community Redevelopment Agency  
Facade Grant Program  
Grant Agreement**

**NOTICE TO APPLICANTS**

Grant awards and Owner obligations and covenants will be bound by a Grant Agreement executed by the Agency and Owner. The Owner's obligations and covenants described in the Agreement will be secured by a Lien on the Property. A Grant award shall not be binding until the Agreement and the Lien have been executed and approved by the Agency. Applicants are encouraged to read and thoroughly understand these documents. Applicants are also encouraged to have their attorney examine and approve these documents prior to submitting this application.

**Attachment C**

**NOTICE OF LIEN**

**PROPERTY ADDRESS:** \_\_\_\_\_  
**PROPERTY OWNER:** \_\_\_\_\_ (Grantee)  
**BY:** \_\_\_\_\_, as authorized agent  
**IN FAVOR OF:** The Community Redevelopment Agency of Tampa, Florida (Grantor)

As security for Grantor's payment to Grantee, of a grant in the amount of \_\_\_\_\_ Thousand Dollars & 00/100 (\$ \_\_\_\_\_), the Grantee consents to the imposition of a Contractual Lien on the Grantee's Real Property located at \_\_\_\_\_ (Property) Tampa, Florida, as further defined in Exhibit A. Grantor, as Contractual Lien Holder, shall be entitled to all of the rights and remedies afforded to a Contractual Lien Holder under Florida Law, which rights and remedies shall be cumulative of all other rights, remedies, liens, and security interests afforded Grantor by law or this Agreement.

**GRANTEE ACKNOWLEDGEMENTS**

Grantee acknowledges that it has received a commitment for a Community Redevelopment Agency Facade Grant in the amount of \_\_\_\_\_ Thousand Dollars & 00/100 (\$ \_\_\_\_\_) (Grant) to be used for the construction of Grant qualified and approved improvements upon the Property.

Grantee acknowledges that the Grant commitment has been documented by the mutual execution of a Grant Agreement (Agreement), dated \_\_\_\_\_, by and among the Grantor and the Grantee, which Agreement governs the Grantor's and Grantee's respective rights and obligations relating to this Lien.

Grantee acknowledges that the Agreement contains covenants and obligations, including ongoing covenants and obligations that the Grantee must satisfy and the Grantee's compliance with these covenants and obligations is secured by this Lien.

Grantee acknowledges that the financial assistance received through the Grant represents good, valuable, and adequate consideration for the covenants and obligations undertaken by Grantee in the Grant Agreement and this Lien.

**IN WITNESS WHEREOF**, the undersigned have executed this Lien as of the date first above written.

(Signature Pages Follow)



**Community Redevelopment Agency  
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**EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY**

**Attachment "A": Project Budget - Total Improvements Budget / Facade Grant Eligible Budget**

**Owner name & address**

Construction Categories / Line Items <small>(insert lines or additional sheets as necessary)</small>	Improvements Costs	Grant Eligible Costs		
		Line Item	Grant (50%)	
<b>Primary Grant Eligible Work</b>				
<b>Facade Work</b>				
Storefront Windows				
Exterior Doors				
Awnings				
Exterior Lighting				
Landscaping/Hardscape				
Removal of Deteriorated / Undesirable Exterior Alterations				
<b>Ancillary Project Work</b> (Parking Lot Improvements, Dumpster Enclosures, Painting, Signage, Etc)				
<b>Total Facade Work</b>		<b>0</b>	<b>0</b>	<b>0</b>
<b>Other Work</b>				
<b>Structural Construction</b> (Demolition, Concrete, Masonry, Framing, Carpentry, Site Work, Etc)				
<b>Roofing</b>				
<b>Interior Finishes</b> (Drywall, Interior Doors, Flooring, Etc)				
<b>Electrical, Mechanical, HVAC, Plumbing</b>				
<b>Total Other Work</b>		<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Project Costs</b>				
Construction Contingency:				
Contractors OH&P:				
<b>Project Cost Sub-Total</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>General Conditions</b>	<i>(pro rata share eligible for Grant consideration)</i>		<i>0.00%</i>	
Design, Engineering				
Permits				
Other				
<b>Total General Conditions</b>		<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Project Cost</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Project Funding</b>		<b>Grant Request (\$50,000 max):</b>	<b>\$0</b>	
<b>Total Owner Investment:</b>		<b>\$0</b>	<b>Owner Equity: \$0</b>	

The undersigned understands that the information provided herein is to induce the City of Tampa and the Tampa Community Redevelopment Agency to consider a Community Redevelopment Area Facade Grant award for some or all of the above scope of work and certifies that the information contained is true and correct.

Owner: \_\_\_\_\_