

RESOLUTION NO. R-CRA-2011-08

A RESOLUTION OF THE HOLLYWOOD, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY ("CRA") AUTHORIZING AND APPROVING THE ATTACHED AMENDMENT TO THE PROPERTY IMPROVEMENT PROGRAM (PIP) FOR THE BEACH AND DOWNTOWN DISTRICTS OF THE HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY IN ORDER TO CONSOLIDATE THE TWO SEPARATE PROGRAMS INTO ONE PROGRAM SERVING BOTH DISTRICTS.

WHEREAS, pursuant to Resolution R-BEACH-CRA-2005-19, the CRA has established the Hollywood CRA Property Improvement Program ("PIP") which provides for the use of tax increment funds to leverage private investment for on-site improvements either through a grant or interest participation loan; and

WHEREAS, pursuant to Resolution R-BEACH-CRA-2006-03, Resolution R-BEACH-CRA-2006-14 and Resolution R-BEACH-CRA-2008-07 the PIP was previously amended; and

WHEREAS, the CRA desires to amend and consolidate the Property Improvement Program for the Beach and Downtown Districts so that a single amended program shall apply to both Districts; as more specifically described in Exhibit "A"; and

WHEREAS, the CRA desires to amend and consolidate the Property Improvement Program agreement form to implement said program in accordance with the agreement form set forth in Exhibit "B";

NOW, THEREFORE, BE IT RESOLVED BY THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY:

Section 1: That it hereby authorizes and approves the attached amendment to the Property Improvement Program Guidelines for the CRA as more specifically described in Exhibit "A" attached hereto and incorporated herein by reference.

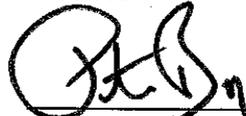
Section 2: That it hereby authorizes and approves the attached amendment to the Property Improvement Program agreement form as more specifically described in Exhibit "B" attached hereto and incorporated herein by reference.

A RESOLUTION OF THE HOLLYWOOD, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY ("CRA") AUTHORIZING AND APPROVING THE ATTACHED AMENDMENT TO THE PROPERTY IMPROVEMENT PROGRAM (PIP) FOR THE BEACH AND DOWNTOWN DISTRICTS OF THE HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY IN ORDER TO CONSOLIDATE THE TWO SEPARATE PROGRAMS INTO ONE PROGRAM SERVING BOTH DISTRICTS.

Section 2: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 2nd day of February, 2011.

HOLLYWOOD, FLORIDA  
COMMUNITY REDEVELOPMENT  
AGENCY



PETER BOBER, CHAIR

ATTEST:



PHYLLIS LEWIS  
BOARD SECRETARY

APPROVED AS TO FORM & LEGALITY  
for the use and reliance of the Hollywood,  
Florida Community Redevelopment Agency,  
only.



JEFFREY P. SHEFFEL  
GENERAL COUNSEL

# **HOLLYWOOD**

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## **BEACH & DOWNTOWN**

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Hollywood, Florida  
Community Redevelopment Agency

# **PROPERTY IMPROVEMENT PROGRAM**

(PIP)

~~April, 2005~~  
~~Amended April, 2008~~  
January, 2011

**PROPERTY IMPROVEMENT PROGRAM (PIP)  
GUIDELINES**

**City of Hollywood, Florida  
Community Redevelopment Agency**

**PROGRAM PURPOSE AND BENEFITS:**

**A. BEACH AND DOWNTOWN DISTRICTS OF THE CRA**

The Property Improvement Program (PIP) provides for the use of tax increment funds to leverage private investment for general exterior / interior and on-site improvements to structures and/or to eliminate slum and blighting influences within the Hollywood Beach and Downtown Districts of the Community Redevelopment Agency (CRA). The intent of this program is to encourage property and business owners to restore, renovate or improve their building and/or property, thereby improving the area's physical characteristics and enhancing the visual quality and attractiveness of the environment, leading to increased occupancy and property values.

~~Both Grants and/or interest participation loans are limited to one (1) time per property or business owners within the Beach and Downtown Districts of the CRA. Grants within the the Downtown District are limited to one (1) time per property address per CRA fiscal year (storefront bay) or per downtown building if the project is proposed for the entire building.~~ Program funding is contingent upon an annual appropriation by the CRA. The CRA reserves the right to cancel this program at any time, prior to grant approval, without notice, if sufficient funds are determined unavailable. The CRA retains the right to display and advertise properties which receive PIP funding.

~~The program funds will be provided in the following two (2) forms:~~

**B. Grant Funding** - The program will be implemented by providing grants to eligible applicants as follows:

~~**Grant**-The PIP provides for a one-time grant based upon a 50% reimbursement for comprehensive exterior and interior property renovation improvements up to \$50,000.00 for properties or businesses located within the both the Downtown and Beach Districts of the CRA, however, for properties or businesses located on the Intracoastal, the maximum amount shall be up to \$75,000.00 to allow specifically for ~~In addition, for properties located on the Intracoastal which have a dock, marina, or seawall improvements as part of a comprehensive renovation only, and require maintenance of the seawall, dock improvements or structural repairs, such improvements may be eligible for a grant of up to \$25,000.00.~~ Eligible applicants can receive a one-time grant of up to \$50,000, or up to \$75,000 if the property or business is located on the Intracoastal, for exterior and interior property improvements. As this is an incentive program, applications must be submitted and approved by the CRA Board BEFORE work begins. Grant monies will be distributed upon completion of improvements by the respective~~

~~District. Grants are subject to two to one matching "one-third". The CRA will match one dollar for every two by the property owner / business owner. Grant applications will be reviewed by CRA staff and a recommendation will be brought forward to the CRA Board. Applications for grants greater than \$25,000 will be brought forth to the City Manager who may choose to receive input from the Economic Development Roundtable for a recommendation, and subsequently to the CRA Board for consideration. At the CRA Board's discretion, grants exceeding \$50,000 will be considered for rehabilitation of historic properties and/or properties with unique architectural features or \$75,000 for those properties/businesses located on the Intracoastal. Rehabilitation of historic properties must be consistent with the historic design guidelines and regulations as set forth in the City's Zoning and Land Development Regulations.~~

- ~~2. Interest Participation up to a maximum of \$250,000 per applicant. Interest participation will be offered to applicants who: 1) do not have the matching funds necessary to qualify for the grant program; or 2) the proposed improvement project is greater than the allotted maximum grant of \$50,000. The amount of interest participation contributed by the CRA as well as the amortization period on a given loan is subject to negotiation and CRA Board approval.~~

~~Eligible loans must be made by either a City qualified lender (traditional banking institution) or the following two community based micro-lending organizations:~~

~~a. Metro Broward ([www.metrobroward.org](http://www.metrobroward.org)):~~

~~Metro Broward Economic Development Corporation (Metro Broward) is a certified Community Development Financial Institution (CDFI) whose mission is to contribute directly to economic growth and job creation in Broward County.~~

~~Metro Broward is the only certified (by the U.S. Treasury Dept.) CDFI in Broward County, providing access to capital and technical assistance exclusively to Broward County's small and minority businesses.~~

~~b. ACCION USA ([www.accionusa.org](http://www.accionusa.org)):~~

~~ACCION USA's mission is to make access to credit a permanent resource to low and moderate income small businesses owners. By providing small or "micro" loans to business owners who have been shut out of the traditional banking sector, ACCION helps build their businesses and increase their income.~~

~~Interest Participation applications will be reviewed by CRA staff and a recommendation will be brought forward to the CRA Board. Interest participation applications exceeding \$25,000 will be brought forth to the City Manager who may choose to receive input from the Economic Development Roundtable for recommendation, and subsequently to the CRA Board for consideration. Interest participation loan applicants must demonstrate they have been denied by a traditional banking institution prior to being recommended to Metro Broward or Accion.~~

**ELIGIBILITY:**

The PIP applies to commercial and multi-family residential properties within the Downtown and Beach Districts of the CRA.

The program funding shall apply to the following:

1. Improvements making a property suitable for commercial and/or residential occupancy;
2. Applicants who are either owners or tenants of the property for which the program funds are being sought. (Tenants must provide acknowledgement / authorization from property owner in the form of a letter);
3. First-time applicants will have priority over repeat applicants.

**Eligible Improvements:**

1. Removal of elements which cover original architectural details and design;
2. Replacement of existing signs with new signage/lighting, if attached to the building (Consistent with City regulations);
3. Addition and/or replacement of awnings/doors/windows;
4. Façade improvements, such as storefronts, display windows, painting or exterior lighting, roof repairs;
5. Overall replacement of architectural elements, which have structural problems;
6. Painting as part of a comprehensive improvement project (cleaning, re-painting of mortar joints or masonry);
7. Repairs or alterations designed to enhance the property;
8. Paved areas including the creation or improvement of off-street private parking facilities that provide a safe and pleasant parking environment for customers and

employees, as well as the addition or restoration of sidewalks, bicycle racks, walkways and handicap access ramps;

9. Dumpster enclosures;
10. Other activities that are limited to the correction of code violations if cited prior to application;
11. Electrical work directly related to exterior or interior electrical requirements or the installation of approved signage;
12. Professional design and engineering services related to structural renovation, new construction, signage and landscaping;
13. Exterior fixed improvements (such as equipment);
14. Interior fixed improvements as part of a comprehensive exterior renovation only, (or provided that the exterior already complies with all City of Hollywood property standards, including but not limited to the design criteria detailed in the City's Design Guidelines manual, and has satisfied CRA requirements specified in PIP grant Eligible Improvements. the design criteria;

15.44 Improvements which will facilitate increased occupancy and property values.

**Ineligible Improvements:**

1. Physical or visual removal of architecturally important features;
2. Installation of aluminum or vinyl siding;
3. Painting when not associated with other improvements;
4. Permitting and impact fees;
5. Non-licensed contractor performed labor (limited eligibility if the owner is a duly licensed contractor);
6. Improvements constructed prior to the execution of the PIP funding agreement;
7. Refinancing existing debt.

**CRITERIA FOR PROJECT SELECTION:**

Apart from the criteria and guidelines required by a lending institution the CRA will assess applications with the following criteria:

1. Project viability and comprehensiveness;
2. Impact of project on CRA area;
3. Significant improvement to the exterior visual appearance of the building and surrounding area. (i.e. (a) size; (b) location; (c) current condition of building);
4. Cost/Benefits - relationship between the estimated cost of a project and the benefits gained;
5. Applicant contribution and the level of investment being made:
  - a. Relationship between the estimated cost of the project and the amount the applicant is willing to contribute;
  - b. Contributions - cash, subsidizing a particular part of the work, or prior documented improvements financed by the applicant in the preceding twelve month period;
6. Project Readiness - ability of project to move forward in a timely manner.

**Conditions for Incentive Consideration:**

1. Building must be within the boundary of either the Hollywood Downtown or Beach District of the CRA.
2. Rehabilitation must include improvements to the exterior, interior of the building and/or the property.
3. Applicants must demonstrate that all necessary private financing required to complete the project is secured. In addition, if the improvements are to a commercial property, the Applicant shall submit a business plan for the years following the completion of the project.
4. Applicants must have received CRA Board approval prior to commencement of the construction.
5. All necessary permits and approvals must be obtained from the **City of Hollywood's Department of Planning and Development Services Building Department and City Boards** before work is commenced. All work is to be performed and inspected to the satisfaction of the City of Hollywood Department of Building and Engineering Services.
6. All funds are released on a post completion basis unless otherwise arranged.

7. When applicable, an environmental review must be performed and approval received from the State of Florida Department of Environmental Protection (DEP).
8. A licensed contractor must perform the work.
9. When applicable, Applicants will agree to operate their businesses during the hours that the majority of business owners operate (provision shall be subject to negotiation in the Grant Agreement).
10. When applicable, Applicants who have received grant funding for interior improvements, will agree that if the Applicant sells the property, changes the use of the business or goes out of business prior to receiving the grant funds or anytime within five years of receiving grant funds, all or a portion of the funds will be reimbursed to the CRA.
11. Applicant shall be required to provide sufficient security for grants awarded by the CRA Board for interior improvement projects. Such security shall be approved by the Executive Director and CRA General Counsel to sufficiently cover the repayment provision and may include a mortgage, personal guarantee, security agreement and/or any other acceptable form of security.
12. ~~Properties that have a homestead exemption in whole or in part, shall be deemed ineligible under this program.~~ Commercial properties that have contain a partial homestead component or Multi-family residential properties which are undergoing a comprehensive exterior only renovation shall be deemed eligible under the program. All other commercial properties, multi-family properties or other properties that have a homestead exemption in whole or in part, shall be deemed ineligible under this program.

#### **APPLICATION PROCEDURE:**

An application for funding can be obtained from the ~~Beach District~~ of the CRA.

#### **Pre-Application Meeting:**

The respective Beach District staff will review the applicant's conceptual plans in an informal format, including discussion of the eligibility criteria, program requirements, proposed project scheduling, and consistency of the proposal with any design guidelines of the City. At this stage, staff will make a determination as to whether the merits of the proposed project is likely to qualify to receive program funds and whether the applicant is sufficiently prepared to move on to the application stage.

#### **Required Submissions:**

1. Color photographs of existing building exterior and/or interior.
2. Sketches or conceptual drawings of proposed construction, (including

interior/structural work, if involved).

3. Detailed description of materials to be used and the construction procedure.
4. A cost estimate from qualified contractors (labor and materials for entire project). If the owner/tenant is a licensed contractor and is qualified to do the work, the owner will still be required to obtain an additional cost estimates from an appropriately qualified contractors. The provided cost estimates will be reviewed by the City's Department of Design and Construction Management if necessary.
5. Written statement justifying the particular project meets the criteria established
- ~~6. Documentation from applicant indicating financing has been declined elsewhere. (for Interest participation only).~~
6. A business plan for the years following the completion of the project.

**Application:**

A business and/or property owner interested in participating in the PIP must submit an application, along with supporting documents, to the office of the Hollywood, Florida Beach District of the CRA at 330 North Federal Highway 401 North Ocean Drive, Suite 204, Hollywood, FL 33019 33020.

Applications will be reviewed for completeness and compliance with program criteria. Applications which are incomplete or do not comply with the program criteria will not be considered for funding.

It is recommended, applicants are to retain the services of a registered architect, or similarly qualified design professional to prepare plans, drawings and construction specifications for their entire project as needed for the application. However, only fees for services provided by a registered architect will be eligible to be counted towards the owner's program match.

The CRA will not be responsible in any manner for the selection of a contractor. A business or property owner should pursue all activities necessary to determine contractor qualifications, quality of workmanship, and reputation. The property or business owner will bear full responsibility for reviewing the competence and abilities of prospective contractors and secure proof of their licensing and insurance coverage. The property or business owner must obtain written price proposals, from no less than three (3) contractors, based on the project's final plans and specifications.

**Required Submissions:**

1. Completed application form;

2. Legal description and/or survey of property;
3. Proof of property ownership (e.g. deed, title search, etc.). If the applicant is a tenant, submission of the lease;
4. Proof of property insurance;
5. Site plan with elevations, showing proposed improvements, drawn to scale;
6. Construction plan with materials, schedule and dimensions;
7. Landscape and irrigation plan if applicable;
8. Final cost estimates listed on a spreadsheet, broken down between exterior and interior project components, and the name of the licensed contractor chosen to perform the work;
9. Signage specifications if applicable.

**Program Participation:**

The amount of funding will be based on the final design and construction estimates included in the project's application. For this reason, applicants are required to have qualified estimators prepare their estimates. The ~~Beach District~~ respective District staff will schedule a closing at which time the funding agreement will be executed. Unless otherwise approved by the CRA Board, projects will receive program funding on a post-completion basis. When program grant funds are used in conjunction with a commercial bank loan, payment may be coordinated with the participating bank's draw schedule. The contractor will certify, and the CRA will make the final determination as to whether the project has been completed according to the approved plans. Projects determined to be eligible will be funded on a first come, first serve basis, as program monies are available.

**Construction Start:**

After the funding agreement has been executed, the applicant may award the construction contract and secure all necessary construction permits. The owner must issue a "Notice to Proceed" to the contractor, and apply for a building permit within 30-days of executing the funding agreement. The applicant will notify the Executive Director for the ~~CRA Beach District~~ of the construction start date by copy of the written "Notice to Proceed" to be provided to the contractor. Construction must begin within thirty (30) days of grant approval and within sixty (60) days of execution of the Interest Participation agreement and be completed within twelve (12) months (or sooner as may be prescribed). Selected applicants will be required to attend a pre-award conference.

Modifications to the approved final plans or changes to the construction documents which produce visible differences in the previously approved facade design (such as changes in exterior materials or colors, additions, or deletions) will require review and approval by ~~Beach~~ respective District staff and/or Board. Failure to receive such approval shall invalidate the funding agreement and the agreement will be deemed terminated.

#### **Construction Approval and Billing:**

Improvements to be made under this program must be initiated and completed within a maximum of twelve (12) months. Extensions may be granted at the discretion of the Executive Director of the ~~Hollywood Beach District~~ of the CRA, contingent upon the applicant demonstrating just cause for such extension.

#### **Disbursements:**

Approved projects will receive program funding on a post-completion basis. The City's Department of Planning and Development Services ~~Building and Engineering Services~~ will make the final determination as to when the project is complete. Applicants must provide verification, satisfactory to the City, of all project costs, including contractor invoices before program funds can be disbursed.

Funds will be disbursed by a check payable to the applicant upon certification of completion and Hollywood CRA staff verification that the work was completed as proposed in a satisfactory and professional manner. Funds will not be disbursed on projects which are not in accordance with the approved plans.

#### **APPLICATION PROCESS SUMMARY:**

1. Submit a complete application to either the Downtown or Beach District CRA Office;
2. Application will be reviewed for completeness, accuracy and eligibility;
3. A preliminary title report will be ordered by the CRA and paid for by owner/tenant of the property;
4. Grant applications will be reviewed by the respective ~~Beach~~-District staff and a recommendation will be brought forward to the CRA Board;
5. Upon approval, the applicant will be notified in writing of the amount of the award and the documentation that must be provided before funds are released;
6. A copy of the completion and/or written notice of occupancy must be provided to the respective ~~Hollywood Beach~~ District of the CRA before funds are released, unless otherwise arranged.

The CRA expressly reserves the right to reject any or all applications or to request additional information from any and/or all applicants. The CRA retains the right to display and advertise properties which received PIP funds. Questions on how to complete the application form or the appropriateness of a proposed project should be directed to the Hollywood Beach District of the CRA at (954) 924-2980.

## **B. DOWNTOWN DISTRICT OF THE CRA:**

~~The Property Improvement Program (PIP) provides for the use of tax increment funds to leverage private investment for general exterior / interior and on-site improvements to structures and/or to eliminate slum and blighting influences within the Downtown District of the Community Redevelopment Agency ("CRA"). The intent of this program is to encourage property and business owners to restore, renovate or improve their building and/or property, thereby improving the area's physical characteristics and enhancing the visual quality and attractiveness of the environment, leading to increased occupancy and property values.~~

~~Both grants and/or interest participation loans are limited to one (1) time per property address (storefront bay) or per downtown building if the project is proposed for the entire building. Program funding is contingent upon an annual appropriation by the CRA. The CRA reserves the right to cancel this program at any time, prior to grant approval, without notice, if sufficient funds are determined unavailable. The CRA retains the right to display and advertise properties which receive PIP funding.~~

The program funds will be provided in the following two (2) forms:

- ~~1. **Grant** Eligible applicants can receive a one-time grant based on square footage of the storefront or building. The "one-third" two-to-one grant amount shall be calculated at \$15/sq ft. up to \$150,000 total for exterior and interior property improvements. As this is an incentive program, applications must be submitted and approved by the CRA Board BEFORE work begins. Grant monies will be distributed upon completion of improvements. Grants are subject to two to one matching "one-third". The CRA will match one dollar for every two by the property owner / business owner. Grant applications will be reviewed by CRA staff and a recommendation will be brought forward to the CRA Board. Applications for grants greater than \$25,000 will be brought forth to the City Manager who may choose to receive input from the Economic Development Roundtable for a recommendation, and subsequently to the CRA Board for consideration. At the CRA Board's discretion, grants exceeding \$150,000 will be considered for rehabilitation of historic properties and/or properties with unique architectural features. Rehabilitation of historic properties must be consistent with the historic design guidelines and regulations as set forth in the City's Zoning and Land Development Regulations.~~

- ~~1. **Interest Participation** up to a maximum of \$250,000 per applicant. Interest participation will be offered to applicants who: 1) do not have the matching funds necessary to qualify for the grant program; or 2) the proposed improvement project is greater than the allotted maximum grant of \$150,000. The amount of interest participation contributed by the CRA as well as the amortization period on a given loan is subject to negotiation and CRA Board approval.~~

~~Eligible loans must be made by either a City qualified lender (traditional banking institution) or the following two community based micro-lending organizations:~~

~~**A. Metro Broward ([www.metrobroward.org](http://www.metrobroward.org)):**~~

~~Metro Broward Economic Development Corporation (Metro Broward) is a certified Community Development Financial Institution (CDFI) whose mission is to contribute directly to economic growth and job creation in Broward County.~~

~~Metro Broward is the only certified (by the U.S. Treasury Dept.) CDFI in Broward County, providing access to capital and technical assistance exclusively to Broward County's small and minority businesses.~~

~~**B. ACCION USA ([www.accionusa.org](http://www.accionusa.org)):**~~

~~ACCION USA's mission is to make access to credit a permanent resource to low and moderate income small business owners. By providing small or "micro" loans to business owners who have been shut out of the traditional banking sector, ACCION helps build their businesses and increase their income.~~

~~Interest Participation applications will be reviewed by Downtown District staff and a recommendation will be brought forward to the CRA Board. Interest participation applications exceeding \$25,000 will be brought forth to the City Manager who may choose to receive input from the Economic Development Roundtable for recommendation, and subsequently to the CRA Board for consideration. Interest participation loan applicants must demonstrate they have been denied by a traditional banking institution prior to being recommended to Metro Broward or Accion.~~

~~**ELIGIBILITY:**~~

~~The PIP applies to commercial and multi-family residential properties within the Downtown District of the CRA.~~

~~The program funding shall apply to the following:~~

- ~~1. Improvements making a property suitable for commercial and/or residential occupancy;~~
- ~~2. Applicants who are either owners or tenants of the property for which the program funds are being sought. (Tenants must provide acknowledgement / authorization from property owner in the form of a letter);~~
- ~~3. First-time applicants will have priority over repeat applicants.~~

**Eligible Improvements:**

- ~~1. Removal of elements which cover original architectural details and design;~~
- ~~2. Replacement of existing signs with new signage/lighting, if attached to the building (Consistent with City regulations);~~
- ~~3. Addition and/or replacement of awnings/doors/windows;~~
- ~~4. Façade improvements, such as storefronts, display windows, painting or exterior lighting, roof repairs;~~
- ~~5. Overall replacement of architectural elements, which have structural problems;~~
- ~~6. Painting as part of a comprehensive improvement project (cleaning, re-painting of mortar joints or masonry);~~
- ~~7. Repairs or alterations designed to enhance the property;~~
- ~~8. Paved areas including the creation or improvement of off-street private parking facilities that provide a safe and pleasant parking environment for customers and employees, as well as the addition or restoration of sidewalks, bicycle racks, walkways and handicap access ramps;~~
- ~~9. Dumpster enclosures;~~
- ~~10. Other activities that are limited to the correction of code violations if cited prior to application;~~
- ~~11. Electrical work directly related to exterior or interior electrical requirements or the installation of approved signage;~~
- ~~12. Professional design and engineering services related to structural renovation, new construction, signage and landscaping;~~

- ~~13. Fixed improvements (such as equipment);~~
- ~~14. Improvements which will facilitate increased occupancy and property values.~~

**Ineligible Improvements:**

- ~~1. Physical or visual removal of architecturally important features;~~
- ~~2. Installation of aluminum or vinyl siding;~~
- ~~3. Painting when not associated with other improvements;~~
- ~~4. Permitting and impact fees;~~
- ~~5. Non-licensed contractor performed labor (limited eligibility if the owner is a duly licensed contractor);~~
- ~~6. Improvements constructed prior to the execution of the PIP funding agreement;~~
- ~~7. Refinancing existing debt.~~

**CRITERIA FOR PROJECT SELECTION:**

~~Apart from the criteria and guidelines required by a lending institution the CRA will assess applications with the following criteria:~~

- ~~1. Project viability and comprehensiveness;~~
- ~~2. Impact of project on CRA area;~~
- ~~3. Significant improvement to the exterior visual appearance of the building and surrounding area. (i.e. (a) size; (b) location; (c) current condition of building);~~
- ~~4. Cost/Benefits — relationship between the estimated cost of a project and the benefits gained;~~
- ~~5. Applicant contribution and the level of investment being made:
  - ~~a. Relationship between the estimated cost of the project and the amount the applicant is willing to contribute;~~
  - ~~b. Contributions — cash, subsidizing a particular part of the work, or prior documented improvements financed by the applicant in the preceding twelve month period;~~~~

~~6. Project Readiness — ability of project to move forward in a timely manner.~~

**Conditions for Incentive Consideration:**

- ~~1. Building must be within the boundary of the Hollywood Downtown District of the CRA.~~
- ~~2. Rehabilitation must include improvements to the exterior, interior of the building and/or the property.~~
- ~~3. Applicants must demonstrate that all necessary private financing required to complete the project is secured.~~
- ~~4. Applicants must have received CRA Board approval prior to commencement of the construction.~~
- ~~5. All necessary permits and approvals must be obtained from the **City of Hollywood Building Department and City Boards** before work is commenced. All work is to be performed and inspected to the satisfaction of the City of Hollywood Department of Building and Engineering Services.~~
- ~~6. All funds are released on a post completion basis unless otherwise arranged.~~
- ~~7. When applicable, an environmental review must be performed and approval received from the State of Florida Department of Environmental Protection (DEP).~~
- ~~8. A licensed contractor must perform the work.~~
- ~~9. When applicable, Applicants will agree to operate their businesses during the hours that the majority of business owners operate (provision shall be subject to negotiation in the Grant Agreement).~~
- ~~10. When applicable, Applicants will agree that if the applicant sells the property, changes the use of the business or goes out of business prior to receiving the grant funds or anytime within five years of receiving grant funds, all or a portion of the funds will be reimbursed to the CRA.~~
- ~~11. Applicant shall be required to provide sufficient security for grants awarded by the CRA Board. Such security shall be approved by the Executive Director and CRA General Counsel to sufficiently cover the repayment provision and may include a mortgage, personal guarantee, security agreement and/or any other acceptable form of security.~~
- ~~12. Properties that have a homestead exemption in whole or in part, shall be deemed ineligible under this program.~~

## **APPLICATION PROCEDURE:**

An application for funding can be obtained from the Downtown District of the CRA.

### **Pre-Application Meeting:**

The Downtown District staff will review the applicant's conceptual plans in an informal format, including discussion of the eligibility criteria, program requirements, proposed project scheduling, and consistency of the proposal with any design guidelines of the City. At this stage, staff will make a determination as to whether the merits of the proposed project is likely to qualify to receive program funds and whether the applicant is sufficiently prepared to move on to the application stage.

### **Required Submissions:**

1. Color photographs of existing building exterior and/or interior.
2. Sketches or conceptual drawings of proposed construction, (including interior/structural work, if involved).
3. Detailed description of materials to be used and the construction procedure.
4. A cost estimate from qualified contractors (labor and materials for entire project). If the owner/tenant is a licensed contractor and is qualified to do the work, the owner will still be required to obtain an additional cost estimate from an appropriately qualified contractor. The provided cost estimates will be reviewed by the City's Department of Design and Construction Management if necessary.
5. Written statement justifying the particular project meets the criteria established
6. Documentation from applicant indicating financing has been declined elsewhere. (for Interest participation only).

### **Application:**

A business and/or property owner interested in participating in the PIP must submit an application, along with supporting documents, to the office of the Downtown District of the CRA at 330 North Federal Highway, Hollywood, FL 33020.

Applications will be reviewed for completeness and compliance with program criteria. Applications which are incomplete or do not comply with the program criteria will not be considered for funding.

It is recommended, applicants are to retain the services of a registered architect, or

~~similarly qualified design professional to prepare plans, drawings and construction specifications for their entire project as needed for the application. However, only fees for services provided by a registered architect will be eligible to be counted towards the owner's program match.~~

~~The CRA will not be responsible in any manner for the selection of a contractor. A business or property owner should pursue all activities necessary to determine contractor qualifications, quality of workmanship, and reputation. The property or business owner will bear full responsibility for reviewing the competence and abilities of prospective contractors and secure proof of their licensing and insurance coverage. The property or business owner must obtain written price proposals, from no less than three (3) contractors, based on the project's final plans and specifications.~~

**Required Submissions:**

- ~~1. Completed application form;~~
- ~~2. Legal description and/or survey of property;~~
- ~~3. Proof of property ownership (e.g. deed, title search, etc.). If the applicant is tenant, submission of the lease;~~
- ~~4. Proof of property insurance;~~
- ~~5. Site plan with elevations, showing proposed improvements, drawn to scale;~~
- ~~6. Construction plan with materials, schedule and dimensions;~~
- ~~7. Landscape and irrigation plan if applicable;~~
- ~~8. Final cost estimates listed on a spreadsheet, broken down between exterior and interior project components, and the name of the licensed contractor chosen to perform the work;~~
- ~~9. Signage specifications if applicable.~~

### **Program Participation:**

~~The amount of funding will be based on the final design and construction estimates included in the project's application. For this reason, applicants are required to have qualified estimators prepare their estimates. The Downtown District staff will schedule a closing at which time the funding agreement will be executed. Unless otherwise approved by the CRA Board, projects will receive program funding on a post completion basis. When program grant funds are used in conjunction with a commercial bank loan, payment may be coordinated with the participating bank's draw schedule. The contractor will certify, and the CRA will make the final determination as to whether the project has been completed according to the approved plans. Projects determined to be eligible will be funded on a first come, first served basis, as program monies are available.~~

### **Construction Start:**

~~After the funding agreement has been executed, the applicant may award the construction contract and secure all necessary construction permits. The owner must issue a "Notice to Proceed" to the contractor, and apply for a building permit within 30 days of executing the funding agreement. The applicant will notify the CRA Executive Director for the Downtown District of the construction start date by copy of the written "Notice to Proceed" to be provided to the contractor. Construction must begin within thirty (30) days of grant approval and within sixty (60) days of execution of the Interest Participation agreement and be completed within twelve (12) months (or sooner as may be prescribed). Selected applicants will be required to attend a pre-award conference.~~

~~Modifications to the approved final plans or changes to the construction documents which produce visible differences in the previously approved facade design (such as changes in exterior materials or colors, additions, or deletions) will require review and approval by Downtown District staff and/or Board. Failure to receive such approval shall invalidate the funding agreement and the agreement will be deemed terminated.~~

### **Construction Approval and Billing:**

~~Improvements to be made under this program must be initiated and completed within a maximum of twelve (12) months. Extensions may be granted at the discretion of the Executive Director of the Downtown District of the CRA, contingent upon the applicant demonstrating just cause for such extension.~~

### Disbursements:

~~Approved projects will receive program funding on a post-completion basis. The City's Department of Building and Engineering Services will make the final determination as to when the project is complete. Applicants must provide verification, satisfactory to the City, of all project costs, including contractor invoices before program funds can be disbursed.~~

~~Funds will be disbursed by a check payable to the applicant upon certification of completion and Hollywood Downtown District staff verification that the work was completed as proposed in a satisfactory and professional manner. Funds will not be disbursed on projects which are not in accordance with the approved plans.~~

### **APPLICATION PROCESS SUMMARY:**

- ~~1. Submit a complete application to the Downtown CRA Office;~~
- ~~2. Application will be reviewed for completeness, accuracy and eligibility;~~
- ~~3. A preliminary title report will be ordered by the CRA and paid for by owner/tenant of the property;~~
- ~~4. Grant applications will be reviewed by CRA staff and a recommendation will be brought forward to the CRA Board;~~
- ~~5. Upon approval, the applicant will be notified in writing of the amount of the award and the documentation that must be provided before funds are released.~~
- ~~6. A copy of the completion and/or written notice of occupancy must be provided to the Hollywood Downtown District of the CRA before funds are released, unless otherwise arranged.~~

~~The CRA expressly reserves the right to reject any or all applications or to request additional information from any and/or all applicants. The CRA retains the right to display and advertise properties which received PIP funds. Questions on how to complete the application form or the appropriateness of a proposed project should be directed to the Downtown District of the CRA at (954) 921-3016.~~

## Property Improvement Program (P.I.P) Application

Name: \_\_\_\_\_

Name of Business/Property to be Renovated: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Are you the Property Owner or Business Owner? \_\_\_\_\_

Type of Improvement(s) Planned: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Incentive Amount: \$ \_\_\_\_\_

Total Cost of Project: \$ \_\_\_\_\_

I hereby submit the attached plans, specification and color samples for the proposed project and understand that these must be approved by the Hollywood, Florida Community Redevelopment Agency ("CRA"). No work shall begin until I have received written approval from the CRA. I further understand that unless otherwise approved by the CRA Board, funding will not be paid until the project is complete.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

SAMPLE

**CITY OF HOLLYWOOD**  
**COMMUNITY REDEVELOPMENT AGENCY**  
**PROPERTY IMPROVEMENT PROGRAM (PIP)**  
**GRANT AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Hollywood, Florida, Community Redevelopment Agency, a Florida body corporate and politic ("CRA") and \_\_\_\_\_, a Florida corporation authorized to do business in the State of Florida, located at \_\_\_\_\_ whose Federal I.D. No. is \_\_\_\_\_ ("recipient").

**RECITALS**

WHEREAS, the CRA is desirous of encouraging activities which contribute to the enhancement of redevelopment activities in Hollywood, Florida; and

WHEREAS, in 2005, the CRA Board approved and adopted the PROPERTY IMPROVEMENT PROGRAM to leverage private investment for general exterior and interior property improvements to structures and/or to eliminate slum and blighting influences within the Hollywood Beach and Downtown Districts of the Community Redevelopment Agency (CRA); and

WHEREAS, pursuant to the PROPERTY IMPROVEMENT PROGRAM, \_\_\_\_\_, as a duly authorized representative of Recipient has applied for a Grant to assist it in making exterior and interior property improvements to the business establishment located at \_\_\_\_\_; and

WHEREAS, after reviewing the application submitted by Recipient, the CRA Board has found and determined that it would be beneficial to Redevelopment effort and a proper public purpose under Chapter 163, Florida Statutes, to support Recipient's improvement project through a grant of funds upon the terms and conditions hereinafter described; and

NOW, THEREFORE, for the mutual considerations described herein and other good and valuable consideration, the parties agree as follows:

SAMPLE

**D) CRA Obligations and Responsibilities:**

- (A) Upon recipient completing certain façade improvements acceptable to the Beach District's Executive Director and after construction is completed and upon receipt of all documentation relating to the projects improvement costs, the CRA shall reimburse Recipient for ~~one-third~~ one-half of the construction cost up to a maximum grant of \_\_\_\_\_. In the event that Recipient fails to complete the façade improvements and other improvements by the completion date, CRA shall not be liable for reimbursement for any construction costs unless the respective CRA Executive Director agrees in writing.
- (B) The CRA shall not be liable for payments for services beyond the scope of the CRA authorized improvements, nor shall the CRA be liable for improvements which are made after the general exterior and interior property improvements project is completed or after the CRA has authorized reimbursement to the Recipient.
- (C) The CRA shall not be a party to nor is it liable for any contractual payments to any contractors, architects or other third parties. Payments to any contracts, architects or other parties are the sole responsibility of the Recipient.

**II) Recipient Obligations and Responsibilities:**

- (A) Recipient agrees to accept grant funds in an amount not to exceed \_\_\_\_\_. Such grant funds shall be done on a reimbursement basis and shall only be for ~~one-third~~ one-half of the construction cost up to a maximum grant amount of \_\_\_\_\_; and
- (B) Recipient acknowledges and agrees that the grant funds are to be used solely for exterior and interior property improvements approved by the CRA on the property located at: \_\_\_\_\_.
- (C) Recipient acknowledges that he/she/it is the owner of the subject property, or if the Recipient is not the owner, he/she/it has received the owner's written consent to improve the subject property (shown in Exhibit "A" which is attached hereto and incorporated by reference) and as such he/she/it is authorized to contract for exterior and interior property improvements; and
- (D) Recipient shall submit a final design sketch of the exterior and interior property improvements along with a contractor's bid for the improvements (which are attached hereto as Exhibit "B" and are incorporated herein by reference") to the City of Hollywood's ~~Office of Planning~~ Department of Planning and Development Services for review by applicable boards and/or City staff. All general exterior and interior property improvements shall be consistent with all applicable City of Hollywood codes and design regulations; and
- (E) Recipient agrees that all exterior and interior property improvements as set forth in Exhibit "B" shall be completed by \_\_\_\_\_ (the completion date) and no grant fund reimbursement payments shall be made prior to completion; and
- (F) Recipient shall comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations; and

## SAMPLE

- (G) Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to façade improvements, sufficiently and properly reflect all expenditures of funds provided by the CRA under this Agreement; and
- (H) Recipient shall make all books pertaining to the business and exterior and interior property improvements project available to the CRA for inspection, review or audit purposes at all reasonable times upon demand the term of this Agreement and for three (3) years thereafter; and
- (I) The Recipient shall submit to the CRA not more than sixty (60) days after exterior and interior property improvements project is completed, all supporting documentation, including but not limited to paid receipts, two (2) 8 x 10 photographs of the completed exterior and interior property improvements and documentation relating to the construction costs expended for the exterior and interior property improvements project on the subject property; and
- (J) The Recipient and or the Recipient's contractor(s) shall carry worker's compensation insurance to cover all workers involved in the project. Recipient shall maintain, at its own expense, General Liability Insurance covering the subject property and the resultant uses thereof in the amount of \$1,000,000.00 and will maintain property damage coverage for a minimum of \$100,000.00 the premium of which shall be paid prior to execution of this Agreement. Said insurance shall name the CRA as an additional insured; and shall provide that the CRA will receive notice of any cancellation or change in coverage. Recipient shall furnish CRA with certificates of Insurance. Any lapse of this coverage during this period of the Agreement shall be grounds for termination of the Agreement by the CRA.

### **(III) Representations**

As a material consideration in granting the funds which are the subject of this agreement. The CRA has relied upon the following representatives of the Recipient:

1. Recipient, or any of its officers, directors, or employees have not been convicted of any felony or crime involving dishonesty, fraud, misrepresentation or moral turpitude.
2. To the best knowledge of the Recipient, there is no action, investigation or proceeding pending against the Recipient or any of its officers, directors or employees involving dishonesty, fraud, misrepresentation, morale turpitude or like matters, nor is there any factual basis which is likely to give rise to such an action, investigation or proceeding.
3. The Recipient is a duly authorized representative of the business and is authorized to execute this Agreement.
4. The Recipient shall comply with all applicable laws and procedures in connection with the expenditure of funds including but not limited to obtaining all necessary permits and licenses.

### **(IV) Term of Agreement**

This Agreement shall commence upon execution and shall expire sixty (60) days after the Completion Date. In the event that the Recipient fails to commence the project within thirty (30) days from the date of execution of this Agreement, CRA reserves the right to terminate this Agreement upon twenty-four (24) hours notice to Recipient.

SAMPLE

(V) Designated Representatives

The names and addresses of the Designated Representatives of the parties in connection with this Agreement are as follows:

**AS TO AGENCY:**        **Executive Director**  
Hollywood, Florida Community Redevelopment Agency  
330 North Federal Highway  
Hollywood, FL 33020

**WITH A COPY TO:**    **General Counsel**  
Community Redevelopment Agency  
2600 Hollywood Boulevard, Room 407  
Hollywood, FL 33020

**AS TO RECIPIENT:**    \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WITH A COPY TO:**    \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (A) Recipient acknowledges that the CRA is not affiliated with or responsible for Recipient's activities hereunder or otherwise. Further, Recipient hereby indemnifies and hold harmless the CRA for any actions, suits, or proceedings arising out of the subject matter of this Agreement. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the CRA relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the CRA in connection with any such claim, suit, action proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof.
- (B) Recipient agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint ventures between the CRA and the Recipient as an agent, representative or employee of the CRA for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.
- (C) Recipient may not assign any rights under this Agreement without the prior written consent of the CRA, which may be withheld in its sole discretion.
- (D) The name and address of the official payee to whom payments hereunder will be made is:

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

## SAMPLE

- (E) This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be heard in Broward County, Florida. No remedy herein conferred upon any part is intended to be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any part of any right, power or remedy hereunder shall preclude any other of further exercise thereof.
- (F) This Agreement may only be amended or modified by an instrument in writing signed by both parties.
- (G) The Recipient acknowledges and agrees that the CRA may in its sole discretion discontinue this program at any time. At all other times, either party can cancel this agreement by thirty-(30) days written notice to the other. In the event that Recipient cancels this Agreement, the CRA shall not be liable to any contractor (s) or subcontractor (s) with relation to any work performed pursuant to the contract between Recipient and the Contractor(s) or subcontractor(s).
- (H) Recipient agrees that if the Recipient sells the property, changes the use of the business or goes out of business prior to receiving the grant funds or anytime within five years of receiving grant funds, all or a portion of the funds will be reimbursed to the CRA. If it is determined that reimbursement is based on a portion of the funds, Recipient shall reimburse the CRA in the following manner: 80% if the property is sold, the business use is changed or the business goes out of business within one year of the final disbursement; If said conditions occur within two years of the final disbursement, Recipient shall reimburse 60% of the funds; if said conditions occur within three years, then Recipient shall reimburse 40%, and if within four years, then Recipient shall reimburse 20% of the funds disbursed. Reimbursement requirements shall not be applicable to exterior-only improvement projects.
- (I) Applicant shall be required to provide sufficient security for grants awarded by the CRA Board. Such security shall be approved by the Executive Director and CRA General Counsel to sufficiently cover the repayment provision and may include a mortgage, personal guarantee, security agreement and/or any other acceptable form of security. Security requirements shall not be applicable to exterior-only improvement projects. Nothing in this paragraph shall be construed to prohibit the CRA Board from awarding a grant without security, if the Board determines that such grant is in the best interest of the CRA.

SAMPLE

IN WITNESS WHEREOF, the parties have made and executed this Agreement in the date first written above, as follows:

HOLLYWOOD, FLORIDA COMMUNITY  
REDEVELOPMENT AGENCY

BY: \_\_\_\_\_  
PETER BOBER, CHAIR

ATTEST:

\_\_\_\_\_  
PHYLLIS LEWIS, SECRETARY

APPROVED BY: \_\_\_\_\_  
JORGE A. CAMEJO, CRA  
EXECUTIVE DIRECTOR

Approved as to Form and Legality for  
the Use and Reliance of the Hollywood,  
Florida Community Redevelopment Agency,  
only.

\_\_\_\_\_  
JEFFREY P. SHEFFEL, GENERAL COUNSEL

WITNESSES:

AS TO RECIPIENT

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Signature  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

**STATEMENT OF BUDGET IMPACT**  
**Budgetary Review of Proposed Resolution &**  
**Ordinances with Financial Implication.**

**Date:** January 21, 2011

**File:** BIS CRA 11-05

**Proposed Legislation:**

A Resolution Of The Hollywood, Florida, Community Redevelopment Agency ("CRA") Authorizing And Approving The Attached Amendment To The Property Improvement Program (PIP) For The Beach And Downtown Districts Of The Hollywood Community Redevelopment Agency In Order To Consolidate The Two Separate Programs Into One Program Serving Both Districts.

**Statement of Budget Impact:**

1.  No Budget Impact associated with this action;
2.  Sufficient budgetary resources identified/available;
3.  Budgetary resources not identified/unavailable;
4.  Potential increase in Revenue is possible with this action;

**Explanation:**

Pursuant to Resolution R-BEACH-CRA-2005-19, the CRA has established the Hollywood CRA Property Improvement Program ("PIP") which provides for the use of tax increment funds to leverage private investment for on-site improvements either through a grant or interest participation loan.

Pursuant to Resolution R-BEACH-CRA-2006-03, Resolution R-BEACH-CRA-2006-14 and Resolution R-BEACH-CRA-2008-07 the PIP was previously amended. The CRA desires to amend and consolidate the Property Improvement Program for the Beach and Downtown Districts so that a single amended program shall apply to both Districts.

The CRA desires to amend and consolidate the Property Improvement Program agreement form to implement said program.

**APPROVED BY:** Bryan E. Cahen  
Finance Manager  
Hollywood Community Redevelopment Agency