

Chipley Redevelopment Agency

P.O. Box 457 – 672 5th Street – Chipley, FL 32428
850.638.4157 – Fax: 850.638.8770 – chris@washcomall.com

Building Exterior Improvement Program Application

This application, along with all required information should be submitted to:

Chris MacBlain, Admin. Asst.
Chipley Redevelopment Agency
P.O. Box 457
Chipley, FL 32482

The CRA review will be conducted at the next regularly scheduled meeting. This application and all attachments to it constitute public records. Call 850.638.4157, if you have any questions about the Exterior Infrastructure Assistance Program.

I. APPLICANT

A. Name: _____

B. Address: _____

C. Telephone: Work _____ Fax _____ Home _____

D. Contact Person: _____

II. PROPOSED PROJECT

A. Project/Business/Name: _____

B. Address: _____

Parcel # _____

C. Is the project within the CRA project area? ___ Yes ___ No

D. Does this property have a mortgage lien? ___ Yes ___ No

If "yes", name of lienholder: _____

Balance owed on mortgage: _____

E. Is the property insured? ___ Yes ___ No

Property Checklist (submit with this completed application):

[] Proof of ownership (Deed, etc.)

[] Proof of liability/property insurance

[] Proof of property tax payment

[] Documentation identifying any loans/mortgages on the property are current and in good standing

F. Are there any code enforcement fines/liens assessed against the property?
____ Yes ____ No

G. Project General description. Please provide the following required items:

- (1) Color photographs clearly showing existing condition of the project, neighboring buildings, and rear entrances. Historic photos if available.
- (2) Paint color samples for all colors planned, if applicable. (Required)
- (3) Attach site plan and/or sketch plans and specifications **detailing the scope of work.**
- (4) Submit copies of all required Building Permits.
- (5) **Licensed & Insured Contractors** – Three (3) written quotes with Contractor Insurance Certificates and business license. If a Building Owner acts as his own Contractor, **proof of their Liability Insurance will be required as well as Owner/Builder Permit Affidavit.**

H. Cost of Required Structural/Code Improvements, if any, (attach itemized list and cost estimates).

I. Total cost of Building Exterior Improvement Program (attach Scope of Work & cost estimates)

J. Dollar amount requested: \$ _____ (\$10,000 maximum per approved side)

K. Applicant cost (**minimum 25% of Dollar amount approved**): \$ _____

L. Percent of total financial commitment by applicant (Total cost Less Requested CRA Funds) for Building Exterior Improvement Program
_____ %

SATISFACTION OF GRANT CRITERIA

Explain in written detail on a separate sheet, how your proposal meets each one of the listed criteria set forth in the CRA Building Exterior Improvement Program Grant Guidelines.

By filing this application, the Applicant agrees and understands that this grant is given at the sole discretion of the CRA, and these criteria are used solely to evaluate Applicant's project and do not create an entitlement to funding. In addition, any grant funding award is on a first come, first served basis.

Application funding shall be in accordance with the established CRA Design Guidelines.

I. CERTIFICATION

Applicant hereby certifies, under penalty of perjury, that all information provided is complete, current, accurate, and truthful and that Applicant has read and understands all Grant Guidelines.

X _____
GRANTEE Signature (Property Owner)

Print (Property Owner)

X _____
GRANTEE Signature (Property Owner)

Print (Property Owner)

CHIPLEY REDEVELOPMENT AGENCY

By:

X _____
GRANTOR - Ted Everett, CRA Director

EXHIBIT A GRANT GUIDELINES

1. CRA Grants are provided to assist property owners within the redevelopment district to improve their properties and eliminate blight in the community. CRA grants are not intended to fully fund all a property's improvement needs but rather to provide additional assistance to encourage property owners within the district to repair and maintain their properties.
2. CRA Grants are funded through property taxes collected on properties within the district and are entirely public funds.
3. In order to encourage owners to take an active role in improving and maintaining their properties, CRA Grants are provided on a 75% funding/25% property owner match basis. This means that in order to receive full funding of a particular grant, the total amount of work on the project (per grant) must meet or exceed 125% of the grant amount.
 - a. For example, for grants with a value of \$10,000.00, in order for an applicant to receive the full \$10,000.00 grant funding, the total expenses for the project must be equal to or greater than \$12,500.00.
 - b. For projects that do not exceed 125% of the grant amount, funding will be provided on a reduced basis. For example, on a \$10,000.00 Building Improvement Grant where a property owner has \$10,000.00 in repairs slated, the amount of the awarded grant would be only \$7,500.00.
4. An applicant may also meet the grant match requirements through additional work projects being performed on the property so long as those projects were not started prior to the CRA awarding the grant, and subject to final approval by the CRA Board. CRA staff will verify the eligibility of other projects for the match requirements.
5. The applicant/property owner must agree to the recording of the Grant Agreement at the applicant's expense.
6. CRA grant recipients must agree to maintain the project and all improvements to the property for a period of 5 years from the date of the Grant Agreement. In the event that the improvements are modified by the applicant/property owner, or the property is transferred to another individual or corporation by any means, the applicant/property owner must repay the CRA in accordance with the recapture and forgiveness provisions of the Grant Agreement.
7. While certain demolition expenses may be eligible for reimbursement under certain grants, such as Building Interior Grant, CRA grants are not available to private property owners for the purposes of **demolition of structures**.
8. In order to best meet the needs of the community and to ensure that adequate funding is available to as many owners as possible, CRA Grant awards are capped at the aggregate total of all grants available to a particular property at the time of the specific award, and for a period of five (5) years from an award. This means that a property could be eligible for more than one type of grant offered by the CRA more than one time in a five-year period, but never in an amount exceeding the total of all grants available to that property. **Not all properties will be eligible for every Grant offered.**
 - a. As an example, if at the time of an initial award, the total of all grants available to a particular property is \$28,000.00, with the following grants available:
 - A Business Building Interior Grant for \$12,000.00
 - A Business Building Exterior Grant for \$10,000.00
 - A Business Building Infrastructure Grant for \$3,000.00
 - A Permit/Impact Fee Grant for \$3,000.00

1. The property owner/applicant could receive a Building Interior Grant for \$12,000.00 for plumbing renovations in year one, and in year two could receive another Building Interior Grant for \$12,000.00 for electrical renovations, and in year three could receive a Building Exterior Improvement Grant for roof improvements **but would be capped at \$4,000.00** rather than receiving the full grant award of \$10,000.00. The property owner would not be eligible for another grant until after five (5) years from the date of the award in year one.
 2. As each grant award reaches the end of its five-year maintenance/forgiveness lifespan, the property then becomes eligible again, subject to the aggregate cap at the time of the next award.
9. There is no lifetime limit on how many awards a particular property or property owner may receive.

CRA Grant Checklist
Building Exterior Improvement Program Grants

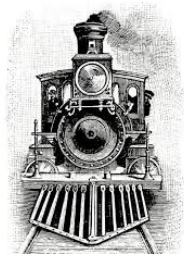
- 1. Grant Agreement Date is the same as the date grant document is approved by CRA Board _____
- 2. All Contact Information Complete _____
- 3. Grant Requirements & Scope of Work discussed with Bldg. Dept. (Dana Whipple - 638.6195)
Date: _____
- 4. Work Completion date is 120 days from first grant payment. _____
- 5. Notice to Proceed Completed _____
- 6. Grantee Property Owner Signature _____
 Business Owner Signature _____
Grantor Signature _____
- 7. Submittal Requirements
 - 7.1 Permits (list type(s)) _____
 - 7.1.1 Washington County Building Dept. Review _____
 - 7.2 Application _____
 - 7.3 Scope of Work _____
 - 7.4 Photos _____
 - 7.5 Color Samples (if required) _____
 - 7.6 Site Plan _____
 - 7.7 Notarized Permission Letter from Property Owner to Tenant _____
 - 7.8 Licensed Contractor Bids & Insurance Certificates - (P = Preferred)

 - 7.9 City of Chipley Letter of Compliance / *Zoning Changes Only* _____
 - 7.10 Submittal Format Type (Paper / Digital / Thumb Drive) _____
 - 7.11 Pg. 2 - Estimate of Project Cost \$ _____

Chipley CRA Boundary



After Recording Return To:
Chipley Redevelopment Agency
P.O. Box 457
Chipley, FL 32482



Chipley Redevelopment Agency

P.O. Box 457 – 672 5th Street – Chipley, FL 32428
850.638.4157 – Fax: 850.638.8770 – chris@washcomall.com

Building Exterior Improvement Program Agreement

Grant No. _____ - 2021 (ver. 10.16.2018)

THIS GRANT AGREEMENT is entered into this _____ day of _____ 202__ between the City of Chipley and the Chipley Redevelopment Agency (GRANTOR) and _____ (GRANTEE). This Grant Agreement is Grant Number _____ -202_ - with the purpose of providing funds (\$10,000 per approved eligible side) for commercial redevelopment in accordance with the Building Exterior Improvement Program criteria of this application for funds.

1.0 PARTIES:

The parties and their respective addresses for the purposes of this Agreement are:

Chipley Redevelopment Agency
P.O. Box 457
Chipley, FL 32428

_____ Parcel # _____
Name

Mailing Address

Chipley, FL 32428

Site Address _____

The grant manager of the GRANTOR is Chris MacBlain, Admin. Asst., telephone 850.638.4157, fax 850.638.8770. The contact for the GRANTEE is _____, telephone 850._____. All approvals referenced in this Agreement must be obtained in writing from the grant manager and/or contact or their respective designees. Either party may change its grant manager and/or contact at any time by written notice to the other.

2.0 NOTICES:

All notices between the parties shall be by either confirmed **fax, email, or certified mail, return receipt requested**, delivered to the address of the parties as set forth in section 1.0 above.

3.0 TERM:

The term of this Agreement shall commence upon execution and continue until _____ (120 days hence). Requests for extension of the grant period must be in writing and for a period not to exceed 3 months. Extensions are subject to the same terms and conditions set forth in the initial Agreement. Only one extension of the grant period will be permitted unless failure to satisfy the Agreement is due to events beyond the control of the GRANTEE. Only project costs incurred on or after the effective date of the Agreement and on or prior to the termination date of the Agreement are eligible for grant funds.

4.0 PROPERTY:

The GRANTEE is the owner of the real property more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof ("the Property") with an address of _____.

5.0 GRANT REQUIREMENTS & SCOPE OF WORK:**(a) PERFORMANCE MEASURES/MEASURABLE OUTCOMES**

All funds awarded by the **GRANTOR** for the proposed Building Exterior Improvement Program shall be for completed work, according to the approved project application designated as "Exhibit B". Grant funds shall be used in accordance with the proposed application, and CRA requirements. Grant funds may not be used for city, county or state permits where required.

(b) CONTRACTOR, BUILDING & ZONING REQUIREMENTS

The GRANTEE and/or any contractor hired by the GRANTEE, shall be required to provide information to the GRANTOR, in accordance with the CRA requirements to include License and Insurance Coverage Certificate, if not already on file with the CRA. (1) All project work is to be discussed by building owner with the Washington County Building Dept. to determine if permits (building, electrical, plumbing, etc.) will be necessary for their project; and (2) If a permit is required, a copy of the permit must be submitted with the application. **Contact Information:** **Washington County Building Department** - 1331 South Blvd. Suite 214 - Chipley, FL 32428 - Office Hours: Monday - Friday 8:00 a.m. - 4:00 p.m. - Phone: (850) 638-6195 - Fax: (850) 638-6304. **If requesting Zoning change: City of Chipley Planning & Zoning** - 1442 Jackson Avenue - Chipley, FL 32428 - Mailing Address: P.O. Box 1007 - Chipley, FL 32428 - Phone: 850-638-6350 - Fax: 850-638-6318 - Hours Monday - Friday: 7:30 a.m. - 4:30 p.m. In addition, all work shall adhere to the CRA Color and Design Guidelines and the City of Chipley's Development Design and Color Guidelines.

(c) MAINTENANCE OF RENOVATIONS AND IMPROVEMENTS

For the term of this Agreement, the GRANTEE shall be responsible to maintain all renovations associated with this Agreement, which shall include but is not limited to cleaning and repair in the event of normal wear and tear or damage. Nothing in this Agreement shall be construed to relieve the GRANTEE or his/her successors from complying with any and all city codes related to property maintenance either during or following the term of this Agreement.

(d) AUDIT AND RECORDS

The GRANTEE shall retain and maintain all records associated with the project improvements, including records of all payments made by the GRANTEE in connection with the Grant for a period of one year after termination of the grant period. Records shall include, but are not limited to, vouchers, bills, invoices, applications, requests for payment and other supporting documentation which sufficiently and accurately reflect all program costs expended in the performance of this Grant Agreement. Copies of these documents must be submitted to the GRANTOR during the renovation period upon request. All changes must be consistent with the original quotes submitted by the GRANTEE in the application process in order to receive final payment for the Grant. These quotes are on file with the GRANTOR.

6.0 PAYMENTS:

The grant provides a reimbursement of **up to a maximum of \$10,000 per approved eligible side.**

All renovation work, according to the application, shall be completed by the _____ day of _____, 20____, (120 days from Agreement Execution).

A "Notice to Proceed" will be issued within two weeks of execution of this Agreement. Payment of the remainder of the Grant shall be completed after the following:

- (a) Physical inspection by CRA Director.
- (b) submittal of all bills or invoices which have been paid in advance by the GRANTEE which are required as proof of payments to the City of Chipley by the GRANTEE.
- (c) activities and inspections related to any building permits (if applicable) issued by Washington County/City of Chipley must be completed (i.e., Certificate of Completion or Occupancy, inspections, etc. if applicable).
- (d) all renovations must be completed in accordance with the GRANTOR's application as approved.

7.0 RECAPTURE:

The GRANTEE must maintain all project improvements on the property for a period of five (5) years from the date of this Agreement. If the property shall be transferred or sold or if the Grantee shall die within the period of five (5) years immediately following the date of this Agreement, GRANTEE/GRANTEE'S estate shall pay to the CRA that percent of said financial assistance provided to GRANTEE under the grant program to be determined as follows:

<u>IF PROJECT IMPROVEMENTS ARE ABANDONED OR MODIFIED OR PROPERTY IS SOLD OR TRANSFERRED OR IF OWNER SHOULD DIE DURING:</u>	<u>PERCENT OF FINANCIAL ASSISTANCE TO BE REPAYED TO CRA:</u>
1 st Year	100%
1-2 Years	80%
2-3 Years	60%
3-4 Years	40%
4-5 Years	20%
After 5 Years	0%

THE GRANTEE UNDERSTANDS AND AGREES THAT THIS INSTRUMENT SHALL PLACE A LIEN UPON GRANTEE'S PROPERTY DESCRIBED HEREIN ABOVE AND THIS AGREEMENT SHALL BE BINDING UPON THE HEIRS, DEVISES, SUCCESSORS AND ASSIGN OF THE GRANTEE.

8.0 TERMINATION:

The **GRANTOR** may terminate the Agreement due to the failure of the **GRANTEE** to fulfill its obligation under the Agreement in a timely or satisfactory manner. Satisfaction of obligation by the GRANTEE will be determined solely by the GRANTOR. The GRANTOR must provide the GRANTEE a written notice of default. The GRANTEE will have fifteen (15) calendar days to cure the default, unless it is determined by the GRANTOR that it is necessary that the default be cured immediately. If the default is not cured by the GRANTEE within the stated period of time, the GRANTOR has the option to terminate this Agreement. The termination shall be effective upon no less than 24 hours' notice delivered in the manner set forth in Section 2.0. In the event of termination of this Agreement, the GRANTEE will be compensated for any work satisfactorily completed prior to notification of termination. Determination of work satisfactorily completed shall be at the sole discretion of the GRANTOR. If any payment is due the GRANTEE, said payment shall be made by the GRANTOR within 90 days of such determination.

9.0 GENERAL CONDITIONS:

(a) LIABILITY.

(1) **The GRANTOR shall not** assume any liability for the acts, omissions to act or negligence of the GRANTEE, its agents, servants, or employees; nor shall the GRANTEE from any activities conducted by the GRANTEE or its agent.

(2) **The GRANTEE shall** be responsible for all work performed and all expenses incurred exclude liability for its own acts, omissions to act or negligence to the GRANTOR. In addition, the GRANTEE hereby agrees to be responsible for any injury or property damage resulting in connection with the project which are over and above the Grant amounts. The GRANTEE may subcontract with vendors for services as set forth in this agreement, the Criteria, and the Application requirements.

(b) **GOVERNING LAW.** This Agreement shall be governed by laws of the State of Florida. Any and all litigation arising under this Agreement shall be brought exclusively in the appropriate court in Washington County, Florida.

(c) **MODIFICATION.** This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is authorized to alter any of the terms of this Agreement, unless done in writing and signed by the GRANTEE or their designee and the GRANTOR's designee.

(d) **APPLICABLE LAWS.** GRANTEE agrees to comply with all applicable federal, state, and local laws related to the execution of the program described in this Agreement.

(e) **ENFORCEABILITY.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect.

(f) **ATTORNEY FEES.** Unless authorized by law and agreed to in writing by the GRANTOR, the GRANTOR will not be liable to pay attorney fees, interest, or cost of collection associated with renovations undertaken per this agreement.

(g) **DUPLICATE ORIGINALS.** This Grant Agreement is executed in duplicate signature page originals.

- (h) **GRANT DURATION.** Notwithstanding paragraph 3.0, the provisions of this Grant Agreement shall be effective for a period of five (5) years from the date of execution.
- (i) **GRANT LIMITATIONS.** Not all applications will be awarded a grant.
- (j) **INDEMNIFICATION.** Indemnification by Grantee. The Grantee hereby covenants and agrees to indemnify and hold harmless the CRA and the City of Chipley from and against all liability, losses, or damages, including attorneys' fees and costs, at both the trial and appellate levels, which the CRA and the City of Chipley may suffer as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance or non-performance of this Agreement by the Grantee or its employees, agents, servants, partners, principals, or subcontractors. The Grantee shall pay all claims and losses and shall investigate and defend (with legal counsel acceptable to CRA) all claims, suits, or actions of any kind or nature in the name of the CRA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees and costs which may issue. The Grantee expressly understands and agrees that any insurance required by this Agreement or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the CRA and the Related Parties. Nothing contained in this Agreement shall be construed to affect the CRA and the City of Chipley's rights of sovereign immunity as provided in Chapter 768, Florida Statutes. Additionally, the CRA and the City of Chipley does not waive sovereign immunity, and no claim or award against the CRA or the City of Chipley shall include attorney's fees, investigative costs, or pre-judgment interest.

10.0 **INTENT**

The Building Exterior Improvement Program is a grant program for owners of office, manufacturing and industrial buildings located in the CRA Boundaries. The intent of this program is to encourage business and property owners to rehabilitate, renovate or improve their property, thereby enhancing the area's physical characteristics, visual quality, and attractiveness, leading to improved occupancy and increased property values.

11.0 **ELIGIBILITY**

Building Exterior Improvement grants are available to all office, manufacturing, and industrial property owners within the identified CRA Boundaries (see Appendix 1.) Buildings which have been previously subdivided or partitioned may be addressed as separate only if the building is subdivided such that:

- a. There are separate primary addressed entrances *for each* business.
- b. Each of the businesses has separate and distinct occupational and sales tax licenses
Grants are intended for rehabilitation and renovation only; *new construction is not eligible.*

12.0 **PROGRAM INCENTIVES**

The grant provides a reimbursement of eligible costs associated with comprehensive fixed capital improvements to the exterior of the property up to a **maximum of \$10,000 per approved eligible side** on a 25% owner / 75% CRA basis. Any other owner costs associated with this project but not covered by this grant, will be considered in calculating the owner's 25% owner responsibility. The grant is paid on a reimbursement basis to the owner after completion of the redevelopment project.

13.0 **ELIGIBLE IMPROVEMENTS**

Funds provided through this program may be used for comprehensive exterior renovations of office/retail, manufacturing, or industrial buildings. This includes significant

repair and improvement of exterior building components such as improvements to any fixed exterior modules of the building structure including structural repair, concrete restoration, plumbing and electrical work, roof replacement or repair, impact-resistant windows and doors, demolition of exterior cosmetic features necessary to install new exterior cosmetic improvements, awnings or canopies over windows or walkways (without lettering or logo artwork) and other decorative improvements, including shutters, ADA compliance improvements, Fire Escapes, walls, repainting, repairs or similar cosmetic improvements; repointing/repair of brick and wall finishes. Owners receiving Building Exterior Improvement Program grant funds must be in compliance with all existing city, state, and federal building codes and regulations and permitting requirements as a prerequisite to the receipt of funds.

14.0 **PROCESS**

Pre-Application Meeting – CRA staff requires a pre-application meeting to review the applicant’s conceptual plans in an informal setting, including discussion of the eligibility criteria, program requirements, costs, funding, proposed project scheduling, and consistency of the proposal with the intent of the program. At this stage, staff can offer assistance with the completion of the application form and provide limited technical and design guidance on the project proposal. At the conclusion of the pre-application meeting, staff will provide the applicant with a general determination as to whether 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. Grantee must submit scope of work to Building Department to see if a permit is required.

Applications will be accepted on an ongoing basis and grants will be considered on a first-come, first-served basis. Within ten (10) business days of application submittal, staff will review the application for completeness.

A post-application submittal meeting will be held with the Applicant to discuss any deficiencies or issues with the application, prior to submission to the CRA for consideration. The applicant may be requested to submit additional information.

Within ten (10) days of receiving the completed application, staff will review the application against the review criteria and prepare a recommendation for the City of Chipley. Qualified applicants will be required to enter into a City-approved standardized, formal funding Agreement with the CRA specifying the maximum dollar amount awarded, agreement duration, the terms and conditions of reimbursement funding and other terms. Recommendations will include a “NOT TO EXCEED” amount. The City will consider whether or not to approve the application, with or without conditions.

15.0 **SUBMITTAL REQUIREMENTS**

1. Completed application form as prescribed by CRA.
2. Project schedule and projected construction budget, where applicable
3. Documentation of fees subject to buy-down programs, where applicable
4. Photographs of existing site or buildings, where applicable
5. Proposed site plan, elevations. Must include information and descriptions of any landscaping, signage, sidewalks, transit amenities, etc., where applicable
6. All non-owners must have a letter signed and notarized by the Property Owner giving permission to apply for the incentive, where applicable
7. All other information as required by the CRA application.

16.0 SUBMITTAL FORMAT

The application shall be submitted in paper and/or digital format. It may be saved to a PDF format on Compact Disk (CD), Digital Video Disk (DVD) or another recognized digital format. The application shall be saved as one (1) PDF file with a table of contents. In addition to the digital application, one hard copy of the application shall be submitted.

17.0 FUNDING PROCESS

The final incentive amount will be a reimbursement calculated from the actual costs incurred as confirmed by invoices and other documentation needed to confirm payment of expenses associated with the project and the satisfaction of a private-to-public investment ratio requirement, if applicable.

18.0 STAFF PARTICIPATION

The CRA Director shall designate staff with responsibility and experience in economic development, redevelopment, and community development to evaluate all submitted applications for Program eligibility.

19.0 APPLICATION REVIEW PROCESS

Applications will be evaluated for Program eligibility by staff to ensure compliance with the requirements outlined in this Program.

20.0 FINAL DECISIONS OF THE CITY OF CHIPLEY

The City has final discretion over all applications presented for consideration under this Program, possesses sole and final decision-making authority for determining eligibility and budgetary appropriations for this Program and reserves the right to deny approval of any application, in its sole and absolute discretion.

The undersigned GRANTEE agrees to the requirements and completion date of this Agreement, and the Special Improvement Grant Program's criteria and application standards.

x _____
GRANTEE Signature (Property Owner)

Print (Property Owner)

x _____
GRANTEE Signature (Property Owner)

Print (Property Owner)

CHIPLEY REDEVELOPMENT AGENCY
By:

x _____
GRANTOR - Ted Everett, CRA Director

[16]

**EXHIBIT A
LEGAL DESCRIPTION**

[17]

**EXHIBIT B
SCOPE OF WORK**