



City of Homestead

## COMMUNITY REDEVELOPMENT AGENCY

*Enhancing your Community*

### COMMERCIAL ENHANCEMENT GRANT PROGRAM

#### SUMMARY

1. Grant funds for the improvement or rehabilitation of the interior/exterior of existing qualified commercial buildings and for business relocation and expansion within the City's CRA District including but not limited to the removal of architectural barriers for access by handicapped persons. Grant funds may not be used for new construction.
2. Grant funds may not be used for new construction.
3. Applications for grant funds may be made by: (1) the owner of a building; or (2) the lessee of a building.
4. *Commercial Façade Improvement* work ranging from \$1.00 to \$12,000 will be awarded funding at a 75% match, with the CRA providing 75% of the funds as a reimbursement and the applicant(s) providing 25% matching funds towards the cost of work. Rehabilitations ranging from \$12,001 to \$25,000 will be awarded funding at a 50% match.
5. *Commercial Interior Build-Out* work ranging from \$1.00 to \$5,000 will be awarded funding at a 75% match, with the CRA providing 75% of the funds as a reimbursement and the applicant(s) providing 25% matching funds towards the cost of work. Rehabilitations ranging from \$5,001 to \$10,000 will be awarded funding at a 50% match.
6. The *Business Relocation and Expansion Program* is a onetime grant and will be awarded funding at a 75% match, with the CRA providing 75% of the funds as a reimbursement and the applicant(s) providing 25% matching funds towards the cost of work.
7. Businesses located within the **South West Neighborhood** and **Historic Downtown District** of the CRA are eligible to receive funding at a 90% match, with the CRA providing 90% of the funds as a reimbursement and the applicant(s) providing 10% matching funds towards the cost work.
8. The maximum amount of Grant Funds available to applicants through the Program shall not exceed \$25,000 **per building** for the Commercial Façade Improvement Program only.
9. Should a property owner sell or transfer the property within two (2) years of completion of the rehabilitation work, the grant funds shall be paid back to the CRA in a form of a loan at zero (0%) interest rate, secured by a subordinated mortgage lien on the property, within thirty (30) days of the sale of the Property.
10. If the building to be improved with grant funds is a historical building, all improvements and rehabilitative work must comply with any applicable requirements of the City of Homestead Historic Preservation Board.

11. No substantial changes that could alter improvements previously made with grant funds shall be made to the property for a minimum of two (2) years after completion of the rehabilitation work.
12. The tenant and the property owner shall keep the property in good condition and repair, and shall not alter, remove or demolish any improvements thereon in accordance with applicable terms and conditions herein.
13. It is the intent of this Program to reimburse the applicant's cost for interior/exterior approved work based on the applicable percentage.



City of Homestead

# COMMUNITY REDEVELOPMENT AGENCY

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## COMMERCIAL ENHANCEMENT GRANT APPLICATION

### APPROVAL PROCESS

Grant proposals will be accepted by the CRA and reviewed on a first come first serve basis, until the allocated funds have been exhausted. CRA staff or designee will evaluate the grant proposals to determine funding priority and will decide from then on.

### CHECKLIST OF DOCUMENTS TO BE PROVIDED

Please retain a copy of all items submitted to CRA. Failure to provide the following information may render the application incomplete.

YES	NO	DESCRIPTION
		Lease Agreements for any building tenants or occupants on the property and affected by the rehabilitation work
		Proof of ownership of the property. (If owned by corporation or company, provide copy of articles of incorporation or articles of organization and list of corporate officers and members.)
		If the applicant is a tenant or lessee of the property, property owner's consent to the enhancement improvement application is required.
		Proof of property taxes paid on the property proposed for rehabilitation, including current year's taxes, if due, and prior years.
		Certificate of Appropriateness from the Historic Preservation Board (If applicable)
		Three photos. Pictures to include close-up of property front view; block front view of same side of street; and block front view across the street from the property.
		Proof of payment of all services and utility charges due on the property.

Contact Name:

Contact Number:

Contact Email Address:

Contact Address:

Business Name:

Type of Business:

|

Sole Ownership  
Partnership  
Corporation

Business Address:

FEIN:

Property Owner Name:

Property Owner's Mailing Address:

Property Legal Description:

Folio #:

**Description of Proposed Improvements:**

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

**Estimated Cost of Project: \$** \_\_\_\_\_

The applicant(s) hereby submits sketches, pictures, drawings, plans, colors and architects renderings with this application. The Applicant(s) also hereby submits all documentation required by the required policies and procedures for the grant application and award. The applicant(s) understand that these must be reviewed by the Community Redevelopment Agency Board or designee, and where applicable the Homestead Historic Preservation Board. Permits must also be obtained from the City of Homestead Building Department as applicable.

The applicants(s) understands that no grant application work will commence until he/she receives written approval from the City of Homestead Community Redevelopment Agency Board or designee, as set forth in the required policies and procedures for grant application and award, and any applicable agencies. The applicant(s) also understands that any grant funds will be of matching grant nature and that no funds will be reimbursed until proper documentation has been submitted to and approved by the City of Homestead Community Redevelopment Agency staff or designee and all applicable agencies.

The applicant(s) and property owner does hereby agree to defend, indemnify and hold the City of Homestead, the Community Redevelopment Agency, and the Historic Preservation Board harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at both the trial and appellate levels) arising from the acts or omissions of the property owner or the contractor, and its agents, invitees, material men, laborers and subcontractors, in connection with this Program and all work to the property pursuant to the Program.

# APPLICANT'S AFFIDAVIT

The applicant(s) does hereby represent and certify to the City of Homestead and the Community Redevelopment Agency as follows: (a) That he/she has the requisite authority to submit this Application to the City of Homestead Community Redevelopment Agency; (b) That there are no liens filed against the property or any portion thereof; (c) That there have been no repairs, improvements, labor, materials, or services bestowed upon the property or any portion thereof for which any or all of the cost of the same remains unpaid; (d) That no person, firm, or corporation is entitled to a mechanic's lien against the Property or any portion thereof under Chapter 713 of the Florida Statutes; (e) That there are no facts known to the property owner which would give rise to such a claim being asserted against the Property or any portion thereof; (f) That there are no unsatisfied judgments or any federal, state, or county tax deficiencies, which are a lien against the property or any portion thereof; (g)T there are no actions to proceedings now pending in any state or federal court to which the property owner is a party which would affect the title to the property or any portion thereof; and (h) That all the information, documents, submittals provided and made part of the application are true and correct.

The applicant(s) and property owner also hereby certifies that he/she has read and understood the required policies and procedures for the grant application and award attached hereto and agrees to be bound by the terms and conditions therein.

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Signature of Applicant

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Date

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Print Name

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Valid Identification

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Signature of Applicant

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Date

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Print Name

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Valid Identification

STATE OF FLORIDA                    )  
  )  
COUNTY OF MIAMI DADE            )

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, of 20\_\_\_\_\_, by  
\_\_\_\_\_ who (check one) [  ] is personally known to me or [  ] has  
produced a \_\_\_\_\_ as identification.

[SEAL]

\_\_\_\_\_

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_

Print Name of Notary

Commission No. \_\_\_\_\_

Commission Expires \_\_\_\_\_

**PROPERTY OWNER'S CONSENT AFFIDAVIT**

The property owner does hereby represent and certify to the City of Homestead and the Community Redevelopment Agency as follows: (a) that is the owner of fee simple title to the property which is the subject of the application; that he/she agrees with the submission of the application to the City of Homestead Community Redevelopment Agency for the sole purpose of requesting a Commercial Enhancement Grant.

\_\_\_\_\_
Signature of Property Owner

\_\_\_\_\_
Date

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

\_\_\_\_\_
Valid Identification

STATE OF FLORIDA )
)
COUNTY OF MIAMI DADE )

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, of 20\_\_\_\_, by
\_\_\_\_\_ who (check one) [ ] is personally known to me or [ ] has
produced a \_\_\_\_\_ as identification.

[SEAL]

\_\_\_\_\_

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_
Print Name of Notary

Commission No. \_\_\_\_\_

Commission Expires\_\_\_\_\_





City of Homestead

## COMMUNITY REDEVELOPMENT AGENCY

*Enhancing your Community*

### COMMERCIAL ENHANCEMENT GRANT PROGRAM POLICIES AND PROCEDURES

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#### 1. PURPOSE

This establishes the policies and procedures, for the distribution of grant funds pursuant to the City of Homestead Community Redevelopment Agency (“CRA”) Commercial Enhancement Grant Program (the “Program”). Through the Program, the CRA will provide financial assistance for the rehabilitation, relocation and expansion of qualifying privately-owned commercial buildings located within the City of Homestead CRA through the distribution of grant funds.

#### 2. GENERAL INFORMATION

A. Grant funds may be used to fund the improvement or rehabilitation of the interior/exterior of existing qualified commercial buildings and for business relocation and expansion within the City’s CRA District including but not limited to the removal of architectural barriers for access to handicapped persons. Grant funds may not be used for new construction.

B. Applications for grant funds may be made by: (1) the owner of a building; or (2) the lessee of a building. Applications made by a lessee **must be** joined by an affidavit of the building owner consenting to his/her participation in the Program.

C. The commercial building **must** be located within the boundaries of the City of Homestead’s CRA District.

D. All contracts for enhancement work pursuant to the Program shall comply with all applicable City of Homestead laws, rules and code regulations.

E. Participation in the Program is voluntary.

F. All buildings improved with Program grant funds **must** maintain or receive a certificate of occupancy upon the completion of the proposed improvements and must comply with all local building codes and regulations, free of any code violations on the property.

G. No building owner, lessor, lessee, tenant, occupant, employee, or immediate relative of the same, either personally or in a corporate capacity, shall be paid or compensated in any manner to serve as a contractor, subcontractor, laborer or materialman in connection with any rehabilitative work or labor to said building pursuant to the Program.

H. Applicant(s) and building owners shall disclose in writing at the time of application to the Program the existence of any business or personal relationship with members of the City Council or City of Homestead employees.

### 3. **TERMS AND CONDITIONS**

Grant funds shall be awarded to successful applicants in accordance with the following schedule: **Commercial Façade Improvement Program** work ranging from \$1.00 to \$12,000 will be awarded funding at a 75% match, with the Community Redevelopment Agency providing 75% of the funds as a reimbursement and the applicant(s) providing 25% matching funds towards the cost of work, subject to the following restrictions and conditions. Rehabilitations ranging from \$12,001 to \$25,000 will be awarded funding at a 50% match. **Commercial Interior Build-Out Program** work ranging from \$1.00 to \$5,000 will be awarded funding at a 75% match, with the CRA providing 75% of the funds as a reimbursement and the applicant(s) providing 25% matching funds towards the cost of work. Rehabilitations ranging from \$5,001 to \$10,000 will be awarded funding at a 50% match. The **Business Relocation and Expansion Program** is a onetime grant and will be awarded funding at a 75% match, with the CRA providing 75% of the funds as a reimbursement and the applicant(s) providing 25% matching funds towards the cost of work.

Businesses located within the **South West Neighborhood** and **Historic Downtown District** of the CRA are eligible to receive funding at a 90% match, with the Community Redevelopment Agency providing 90% of the funds as a reimbursement and the applicant(s) providing 10% matching funds towards the cost work, subject to the following restrictions and conditions. See Map of the South West Neighborhood and Historic Downtown Districts attached as Exhibit "A" (Map).

## COMMERCIAL ENHANCEMENT PROGRAM

GRANT PROGRAM	CRA AREA	GRANT AMOUNT	CITY'S PORTION	APPLICANT'S PORTION
<i>COMMERCIAL FAÇADE IMPROVEMENT PROGRAM</i>	<i>SW &amp; HISTORIC DISTRICT</i>	\$1.00 - \$25,000	90%	10%
	<i>OUTSIDE SW &amp; HISTORIC DISTRICT</i>	\$1.00 - \$12,000	75%	25%
		\$12,001 - \$25,000	50%	50%
<i>COMMERCIAL INTERIOR BUILD-OUT PROGRAM</i>	<i>SW &amp; HISTORIC DISTRICT</i>	\$1.00 - \$10,000	90%	10%
	<i>OUTSIDE SW &amp; HISTORIC DISTRICT</i>	\$1.00 - \$5,000	75%	25%
		\$5,001 - \$10,000	50%	50%
<i>BUSINESS RELOCATION &amp; EXPANSION PROGRAM</i>	<i>SW &amp; HISTORIC DISTRICT</i>	ONETIME	90%	10%
	<i>OUTSIDE SW &amp; HISTORIC DISTRICT</i>	ONETIME	75%	25%

The applicant(s) will pay directly to the contractor his/her portion of the matching funds and will be responsible for all additional costs beyond the approved project amount.

A. Enhancement Plan and Concept. All work done under the Program shall be consistent with any general architectural or design plan and concept approved by the City of Homestead Development Services Department, the City of Homestead Community Redevelopment Agency and the Historic Preservation Board (as applicable to designated landmarks).

B. Maximum Grant Funds Available for the Commercial Façade Improvement Program only. The maximum amount of funds available to applicants through this Program shall not exceed \$25,000 **per building**. A building that has been subdivided into more than one business area may be addressed as separate entities and each separate business entity is eligible to apply (as long as the building is subdivided in such a manner that there are separate primary entrances for each business, and each of the businesses has separate and distinct occupational and business licenses). However, no building shall be eligible to receive total assistance that exceeds \$25,000. If more than one separate business entity located within the same building applies for and receives the grant, the total grant award for the building cannot exceed \$25,000.

C. Sale of the Property within Two Years of Completion of Work. Should a property owner sell or transfer the property within two (2) years of completion of the rehabilitation work, the grant funds shall be paid back to the CRA in a form of a loan at zero (0%) interest rate, secured by a subordinated mortgage lien on the property, within thirty (30) days of the sale of the Property. Should the property owner fail to repay the grant funds to the CRA as required herein, the City of Homestead CRA shall have the right to enforce collection of the grant funds by means of all legal and equitable remedies available, including the filing and collection of the lien against the property.

D. Rehabilitation of Historic Buildings. If the building to be improved with grant funds is a historical building, all improvements and rehabilitative work must comply with any applicable requirements of the City of Homestead Historic Preservation Board.

E. Substantial Changes to Enhanced Properties. No substantial changes that could alter improvements previously made with grant funds shall be made to the property for two (2) years after completion of the rehabilitation work, unless said changes are previously approved, in writing by the City of Homestead CRA. If any changes are made without the prior written consent of the City of Homestead CRA as required herein, the grant funds shall be paid back to the CRA in a form of a loan at zero (0%) interest rate, secured by a subordinated mortgage lien on the property, and shall become due and payable in full within thirty (60) days of notification by the City of Homestead CRA that changes were made and not approved in violation of this section.

F. Duty to Maintain Property. The tenant and the property owner shall keep the property in good condition and repair, and shall not alter, remove or demolish any improvements thereon in accordance with applicable terms and conditions herein. If the provisions of this section are violated, the property owner will be notified of any noted violations and will be given sixty (60) days to correct and cure said violations. If the violations are not corrected or cured within the prescribed time frame, the grant funds will be considered a loan at zero (0%) interest rate, secured by a subordinated mortgage lien on the property, and the City of Homestead Community Redevelopment Agency shall have the right to require repayment of the grant funds within thirty (60) days of notification.

#### 4. APPLICATION

A. A property owner or lessee/tenant interested in participating in the Program should complete and submit the attached City of Homestead Community Redevelopment Agency Commercial Enhancement Grant Application and Affidavit Form.

B. A property owner is only allowed to complete and submit one (1) application per fiscal year.

C. The City of Homestead Community Redevelopment Agency Board or designee will establish application deadlines and procedures, and will accept applications and note the date and time of receipt on each. An incomplete application will not be processed and will be returned to the applicant along with notification to complete the application. All applications are to be submitted by registered mail, common carrier or hand delivered to the City of Homestead Community Redevelopment Agency to any of the following addresses:

*Community Redevelopment Agency*  
790 N. Homestead Blvd.  
Homestead, FL 33030

*Community Redevelopment Agency*  
212 NW 1<sup>st</sup> Avenue  
Homestead, FL 33030

D. The City of Homestead Community Redevelopment Agency Board or designee reserves the right to prioritize potential grant recipients by consideration of any or all of the following:

1. Letter of Intent to participate in the Program filed with the City of Homestead Community Redevelopment Agency (filed before application submittal).
2. Amount of funds leveraged (other funds provided by property owner in addition to City of Homestead Community Redevelopment Agency grant funds to complete renovation of the building).
3. Location of the property within the CRA District.
4. Proximity to other buildings being renovated with grant funds or other funds.
5. Willingness of property owner to rehabilitate the property to design standards with or without the City of Homestead Community Redevelopment Agency funding.

E. The Community Redevelopment Agency Board or designee shall review applications, design criteria, recommend additional policies or procedures as necessary, and provide a venue for applicants' inquiries. The Community Redevelopment Agency Board or designee will approve all applications and may consider any and all factors, including but not limited to, availability of funds, completeness of the application, location of the building, type of business, continuity of ownership, benefit to the community, number of employees, and the level of assistance requested as it relates to the limited amount of Program funds available for rehabilitation of commercial buildings.

F. It is the intent of these policies that every grant recipient shall evidence a willingness to continue and encourage business development in the CRA District by maintaining the qualifying property in a good repair and clean condition, preserving beautifying plants located on the property and participation in community enhancement projects.

G. Any work begun prior to approval of the grant application will not be reimbursed under the grant.

## **5. PROPERTY ELIGIBILITY**

A. To be eligible for grant funds under the Program, the property must be a privately owned commercial building located in the CRA District. In the event that the property consists of a mixed-use commercial/residential building, only the commercial portion of the building is eligible for grant assistance.

B. Rehabilitation of the property must be structurally feasible.

C. There shall be no outstanding fines on the property, or outstanding liens.

## **6. ARCHITECTURAL & DESIGN**

A. All improvements and work to historical buildings must be consistent with all applicable requirements of the City of Homestead building and zoning codes, master plans, and the City of Homestead Historic Preservation Board, where applicable.

B. It is the intent of this Program to reimburse the applicant's cost for interior/exterior approved work based on the applicable percentage. The improvements must contribute to the aesthetic of the building and/or the expansion of a business (see lists of eligible expenses below).

- C. Eligible Expenses. The following are examples of eligible improvements:
1. Refurbishing of an interior/exterior wall, including repainting, repairs, re-siding or similar cosmetic improvements
  2. Removal of false enhancements
  3. Enhancement cleaning
  4. Installation of permanent fixtures
  5. Stucco restoration
  6. Painting
  7. Replacement of windows or doors
  8. Attached Signage
  9. Awnings or canopies over windows, or walkways
  10. Glazing
  11. Electrical wiring
  12. Electrical (directly related to exterior or display window lights, security lighting or the illumination of attached signage or awnings)
  13. Providing handicap access
  14. Purchasing of plants, palms and trees (excluding seasonal plants)
  15. Purchasing of landscape materials
  16. Asphalt removal
  17. Irrigation system and installation
  18. Dumpster enclosures
  19. Installation of trash receptacles
  20. Fire suppression
  21. Code compliance for a change of use
  22. Sewer connection

Additional work not eligible for grant assistance through the Program and architectural services shall be paid by the property owner or business owner.

D. Design Criteria Requirements.

1. Enhancement designs must be of high quality and must include a sealed set of plans and specifications, as required pursuant to all applicable building and zoning codes and master plan requirements.

2. All designs must be in compliance with the City of Homestead building and zoning requirements and the Homestead Historic Preservation Board (as applicable to designated landmarks).
3. Strikingly different treatments from one enhancement to the adjacent building or structure shall be avoided and may be disallowed for grant assistance.
4. All designs must be reviewed and approved by the Community Redevelopment Agency Board or designee prior to construction in order to be eligible.
5. Exterior paint colors shall be from the approved City of Homestead color palette.
6. Where feasible, designs should consider the removal of material and architectural barriers that restrict mobility and accessibility of elderly or handicapped persons.
7. Provide Certificate of Appropriateness from the Historic Preservation Board, where applicable, for those structures that are designated landmarks.

## **7. RENOVATION & CONSTRUCTION ASSISTANCE**

A. Construction Assistance. The City will assist the applicant(s) with eligible costs toward the reimbursement of design plans, specifications, labor, materials, equipment, fees and services associated with improvements to commercial property located in the CRA District. The application must include three (3) formal written quotes from eligible licensed contractors willing to complete the work. The Community Redevelopment Agency Board or designee will review all quotes provided by the applicant for contractors to perform the work, for reasonable cost, and give final approval prior to the owner entering into a contract for the work to be performed.

B. Contractors. All contractors must have a General or Building contractor's license (Class A or B) as per Florida Statute 489, Part 1, Department of Business and Professional Regulation, and must provide proof of same to the Community Redevelopment Agency Board or designee.

C. Permits and Approvals. The applicant(s) must comply with all requirements of the City of Homestead for obtaining permits and approvals of the work, including building permits,



sign permits, certificates of appropriateness, certificate of completion, and any other related approvals and permits. Work of any kind started or performed without proper permits, sealed plans (any structural improvements requiring sealed plans) and specifications, if applicable, will not be eligible for Program assistance.

D. Commencement and Completion of Construction. Construction must start within thirty (30) days of written notification of design approval by the Community Redevelopment Agency Board or designee, and be completed within ninety (90) days from the start of construction. A final Certificate of Completion must be issued for the work within one hundred and twenty (120) days of written notification of design approval.

## **8. CONSTRUCTION CONTRACT**

The construction contract shall be entered into between the applicant(s) and the eligible and selected contractor, as well as any contracts with vendors or suppliers. By submitting an application for grant funds through the Program, the applicant and the property owner agree to be bound by the terms and conditions of the Program and these Policies and Procedures.

## **9. REIMBURSEMENT PROCESS AND CONDITIONS**

The contract or agreement between the applicant(s) and contractor/vendors will require compliance with the terms and conditions of the Program and these Policies and Procedures, including but not limited to the following:

A. The Community Redevelopment Agency Board or designee reviewing and approving the design plans shall determine if the proposed interior/exterior improvements or renovation, up to a maximum of **\$25,000** per building, is eligible for grant funds. Any cost in excess of \$25,000 must be paid by the applicant.

B. Applications for reimbursement of rehabilitation construction costs will be reviewed by the City of Homestead Community Redevelopment Agency Board or designee only as a final and complete package. Any approved costs not included in the final and complete application for reimbursement will not be considered at a later date. The following documentation shall be required and must be submitted for reimbursement of renovation construction costs:

1. Copy of fully executed construction contract or agreement with contractor;
2. Name, address, telephone number of all contractors, subcontractors, vendors, etc;

3. Notarized statement attesting to the design and construction costs incurred;
4. Detailed invoices and proof of payment;
5. Contractor's Final Affidavit, Release and Waivers of Lien in favor of the property owner, City of Homestead Community Redevelopment Agency, where applicable;
6. Final inspection and certificate of completion indicating final approval of all work, and approval of the work by the City of Homestead Community Redevelopment Agency Board or designee and Homestead Historic Board, where applicable.

C. The City of Homestead Community Redevelopment Agency Board or designee reserves the right to verify any and all costs associated with the design and construction work for which reimbursement is requested, and request additional documentation from the applicant(s) and the contractor. All records and documentation of the property owner and contractor pertaining to work under this Program shall be subject to review and audit by the Community Redevelopment Agency for a period of two (2) years after completion of the work as evidenced by a final certificate of completion.

D. All design documents and completed rehabilitation work must comply with all applicable City of Homestead building & zoning, code requirements, master plans, and any requirements of the Homestead Historic Board, where applicable.

E. All change orders must be approved by the City of Homestead Community Redevelopment Agency Board or designee. Any costs associated with a change order that is not previously approved by the Community Redevelopment Agency Board or designee will not be allowed for reimbursement. Any costs that exceed the maximum reimbursable amount will be exclusively the responsibility of the applicant(s).

F. All checks for reimbursement will be issued to the applicant(s) unless agreed to otherwise in writing by the City of Homestead Community Redevelopment Agency and the applicant(s). Final payment will be made only after receipt of final inspection by the City, release of liens, approval, and Certificate of Completion from the City Building Department and Certificate of Appropriateness where required.

G. The property owner and the tenant does hereby agree to defend, indemnify and hold the City of Homestead, Community Redevelopment Agency, and the Historic Preservation Board harmless from and against any and all liability, damages, costs or expenses (including

reasonable attorneys' fees, costs, and expenses at both the trial and appellate levels) arising from the acts or omissions of the property owner or the contractor, and its agents, invitees, materialmen, laborers and subcontractors, in connection with this Program and all work to the property pursuant to the Program.

H. Applicant must provide signed and notarized Community Redevelopment Agency Commercial Enhancement Grant Application and Affidavit form certifying eligibility.

I. In the event of any legal dispute between the applicant/property owner and contractor in connection with work to the property pursuant to this Program, no funds will be reimbursed or paid by the Community Redevelopment Agency until such time as the dispute has been resolved or settled by the parties and the Community Redevelopment Agency Board or designee is provided with proof of settlement.

J. The grant funds provided to applicant(s) pursuant to the Program shall be deemed a zero interest (0%) rate loan, secured by a subordinated mortgage lien on the property, to be repaid to the City of Homestead in full within thirty (60) days of a notice of violation of the terms and conditions of these Policies and Procedures to the property owner. Should the property owner fail to remedy the violation or repay the grant funds, the City of Homestead shall have the right to enforce collection of the mortgage lien on the property by all appropriate legal and equitable remedies. The City of Homestead may require, as a condition of grant award, that a notice of mortgage lien be recorded in the public records of Miami-Dade County, Florida evidencing and securing the lien on the property.

## **10. CAVEATS**

Areas not covered in detail in this policy which may arise during the application, implementation, construction or payment phases will be handled as the situation may dictate so as not to impede orderly progress. If the item has the potential for reoccurrence, it shall be resolved, and then included as an addendum to this policy. The City of Homestead Community Redevelopment Agency Board or designee shall have the final determination.

Notwithstanding anything contained in these Policies and Procedures to the contrary, the City of Homestead Community Redevelopment Agency Board shall have the right to assign its rights and obligations hereunder to a third party or other designee, including the right to administer the Program.

# EXHIBIT “A”

MAP OF CRA AREA OUTLINING  
SOUTHWEST NEIGHBORHOOD AREA  
&  
HISTORIC DOWNTOWN DISTRICT

