



# BUSINESS EXPANSION & ATTRACTION PROGRAM (BEAP) GUIDELINES

JUNE 2024

WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY  
**BUSINESS EXPANSION & ATTRACTION PROGRAM**

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**I. WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY BACKGROUND**

The Miami-Dade County Board of County Commissioners created the West Perrine Community Redevelopment Agency ("Agency" or "CRA") in 2005, pursuant to Florida State Law. The boundaries of the Agency include US-1 on the east and southeast, SW 168 Street on the north and the Homestead Extension of the Florida's Turnpike on the west and southwest ("CRA boundaries").

**II. BUSINESS EXPANSION & ATTRACTION PROGRAM SUMMARY**

The **Business Expansion & Attraction Program** ("BEAP") was developed by the CRA to accelerate the attraction of businesses within the West Perrine Community Redevelopment Agency (WPCRA). The WPCRA will provide project costs up to \$150,000 toward specifically defined, and approved costs that are related to relocation and attraction of businesses. This program is for businesses that are not located within the boundaries of the CRA or those looking for an opportunity to expand.

**III. REQUIREMENTS**

1. Applicant must have either proof of property ownership, an executed lease, or signed documents showing a bona fide intent to purchase, or lease related to the property within the WPCRA. Funds will not be disbursed until after applicant shows proof of having taken possession of the property.
2. Tenants must have a signed lease of at least 2 years, or documentation showing an intent to sign a lease of at least 2 years and 2 years of performance activity documentation in a similar business.
3. Business Plan (Preferred)
4. Property must be zoned for commercial use.
5. Must show proof of plans to recruit and provide local job preference.
6. Tenants of commercial buildings must obtain approval from the property owner in order to participate in the program.

**IV. ELIGIBLE USES FOR FUNDING**

CRA funds are to be used for standard building finishes as determined by the CRA.

- Impact windows and doors
- Awnings & canopy
- Painting & stucco
- Roof repair/replacements
- Interior/exterior lighting & fixtures
- Interior renovation
- Electrical upgrades
- Loading docks
- Fence and gates
- Parking lots/resurfacing
- Flooring
- Walkways/sidewalks
- Signage
- Security enhancements
- Landscaping
- Public art
- Architect/engineer/permit fees

- o Specific Business equipment
- o Certain relocation-related costs during renovations

**V. APPLICATION PROCEDURES**

- A.** Review and sign BEAP Guidelines.
- B.** The applicant must submit a complete application, signed by an individual who is authorized to bind the corporation, such as the chief executive officer, managing principal, or majority owner of the business. If the applicant is a tenant, then the property owner must agree to the terms of the program by signing the appropriate documentation as determined by the CRA.
- C.** CRA staff will review application and notify applicant of any deficiencies.
- D.** If the application is complete, staff will schedule an appointment with the applicant to discuss the application and project in detail and inform the applicant regarding the next steps.
- E.** Upon the application’s completion, as determined by the CRA Board’s designee, the CRA staff will schedule the application for review and approval by the CRA Board.
  - i. Applicant must attend the scheduled board meeting for approval unless determined otherwise by the CRA Board or its designee.
- F.** Applicants that are not approved may apply again one (1) year from denial.
- G.** Submitting the application does not guarantee funding. Awarding funds is at the sole discretion of the CRA Board.

**VI. BEAP APPLICATION REQUIRED DOCUMENTS**

- o Completed and signed application
- o Certificate of Status from Division of Corporations
- o Photos of the current condition of the site/structure
- o Architectural renderings of proposed property improvements in color.
- o Survey if any components of the project include paving, fencing, landscaping etc.
- o Detailed outline of all proposed improvements.
- o Copy of licenses and insurance for selected contractor(s).
- o Preliminary schedule for completion of improvements
- o Copy of Local Business Tax
- o Copy of property insurance for business or building.
- o Verification of current property taxes
- o Copy of any/all liens associated with property

**VII. PROGRAM DETAILS**

- A.** The term of the BEAP Agreement will be one (1) year, commencing on the date of the agreement’s execution by the CRA Chairman. The construction process must commence within sixty (60) days of the agreement’s execution.
- B.** If additional time is required due to verifiable circumstances outside the control of the Awardee, an extension may be granted. The CRA reserves the right to exercise independent discretion to grant or deny any extension request. If a request for an extension to the agreement is needed, the request must be made in writing to the Executive Director, by the Awardee at least fifteen (15) days prior to the expiration of the agreement’s term, and such extensions may be granted by the Executive Director; however, if an extension for longer than one (1) year is needed, CRA staff will forward the request and sufficient justification to the CRA Board for its review, at the CRA staff’s sole discretion.
- C.** If the approved scope of work requires revision, the Awardee must confer with the Executive Director or designee to determine if the new scope of work will fall within the approved BEAP guidelines and approved grand award amount. The Awardee must await written approval or denial of the request from the Executive Director.
- D.** An incomplete application will not be processed and will be returned to the applicant with notification to complete the application.
- E.** Applicant acknowledges that property must not be sold within five (5) years of receiving funding otherwise awardee must repay the full amount awarded. Applicants that rent space must not vacate within two (2) years of receiving funding.
- F.** The Awardee and/or the property’s owner will be required to sign a program agreement and other documentation that the CRA may require. Such documentation will contain:

- i. A *"Clawback" Provision*: This requires the CRA to rescind and recover BEAP funding if the use of the funding does not substantially comply with the provisions of the program agreement and the related documentation, by demanding repayment of such funds in writing, including recovery of penalties or liquidated damages, to the extent allowed by law, as well as attorney's fees and interest, and pursuing collection or legal action, to the fullest extent allowable by law.
  - ii. A *Security Interest*: In order to secure the Awardee's obligations under the program agreement, Awardee will be required to pledge, grant, convey, and assign to the CRA a continuing lien and security interest upon certain collateral. Upon satisfaction in full of the Awardee's BEAP obligations, the CRA's security interest shall terminate.
- G.** As a condition of receiving the BEAP funds, Awardees may be required to provide written or verbal progress reports updating the Agency on the status of the construction.

**VIII. RENOVATION AND CONSTRUCTION**

- A.** All contractors must have a General or Building contractor's license (Class A or B), proof of insurance, State and County licensure.
- B.** The Awardee must comply with the Miami Dade County Building Standards and submit copies of all necessary permits to the CRA. Approved work that may not require permits by the Miami Dade County Building department will require a signed affidavit indicating same by a designee of the Miami Dade County Building Department. Work of any kind started or performed without proper permits, sealed plans and specifications, if applicable, will not be eligible for BEAP program assistance and thus, will be immediately disqualified.
- C.** Change orders must be approved by the Agency's Executive Director. Any costs associated with a change order that is not approved by the Executive Director will not be considered for reimbursement/disbursement. Any costs that exceed the awarded amount will be exclusively the responsibility of the Awardee.
- D.** Program payments will be made to the applicant on a reimbursement basis unless an alternative payment structure is approved by the CRA Board.

**IX. DISCLAIMERS**

- A.** The CRA reserves the right, in its sole and absolute discretion, to reject any and all applications, postpone or cancel the BEAP, or waive any irregularities in applications submitted for BEAP funding.
- B.** The CRA reserves the right to request and evaluate additional information from any applicant after the submission deadline as the CRA deems necessary.
- C.** Areas not covered in detail in this policy which arise during the application or implementation of the BEAP will be handled as the situation may dictate so as not to impede orderly progress. If an issue has the potential for reoccurrence, it shall be resolved, and then included as an addendum to this policy.
- D.** The CRA Board shall have the final determination related to interpretations of this policy and these guidelines.
- E.** The CRA reserves the right to rescind/withdraw any award if it suspects any irregularities or improprieties on the part of an applicant or Awardee, if awarded.
- F.** Awardees may be required to also partner in certain activities sponsored by the CRA.
- G.** All work performed pursuant to the BEAP program shall be in compliance with the provisions of all applicable federal, state and local laws, orders, statutes, ordinances, rules and regulations.
- H.** CRA Board and its designee reserve the right to revise, amend or eliminate the BEAP program as deemed necessary at their sole discretion.

**Applicant:**

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_