



**WEST
PERRINE** **C** **R** **A**
COMMUNITY REDEVELOPMENT AGENCY

**RESIDENTIAL REHABILITATION
PROGRAMS**

June 2024

RESIDENTIAL REHABILITATION PROGRAMS
West Perrine Community Redevelopment Agency

The West Perrine Community Redevelopment Agency (WPCRA) seeks to effectuate positive change within the target area through improvements of residential structures. The below described programs will assist with necessary home repairs that will contribute positively to the overall health, life and safety of the West Perrine community while meeting the Agency's objective of mitigating conditions of slum and blight.

I) RESIDENTIAL REHABILITATION PROGRAMS:

1. Paint Up and Beautification Grant Program (PUB):

- a. The WPCRA will provide up to \$10,000 for residential owner-occupied properties to paint, landscape and clean (remove derelict vehicles, trash, debris, etc) with no match requirement.
- b. The WPCRA will provide up to \$15,000 for tenant-occupied multifamily dwellings up to four (4) units to paint, landscape and clean (remove derelict vehicles, trash, debris, etc), with a 75/25 match requirement from property owner.

2. Residential Rehabilitation Program (Owner Occupied):

The WPCRA will provide up to \$25,000, with no match requirement, to eligible owner-occupied homesteaded residences. This Program is subject to 100% forgiveness, pending the successful completion of a two (2) year maintenance period, in which the property cannot be sold, transferred, or conveyed.

3. Residential Rehabilitation Program (Tenant Occupied, Four (4) Units or Less):

The WPCRA will provide up to \$35,000 with a 75/25 match requirement from owner to eligible single family, townhome or multifamily homes rented. This Program is subject to 100% forgiveness, pending the successful completion of a three (3) year maintenance period on the improved property, in which the property cannot be sold, transferred, or conveyed.

II) GENERAL REQUIREMENTS OF RESIDENTIAL REHABILITATION PROGRAMS:

1. QUALIFICATIONS ARE DETERMINED BY CRA STAFF ACCORDING TO THE FOLLOWING GUIDELINES:

- o The home must be a single-family home, townhome or duplex (not to exceed 4 units) within the boundaries of the West Perrine Community Redevelopment Area.
- o Except when the applicant is a landlord, the home must be the primary and homestead residence of the applicant. Applicant must be the owner of the property. Property owner must present applicable State and County licenses for tenant occupied (rental) properties, up to 4 units. Tenants may not apply for the Program. Primary use must be residential.
- o Must be a resident or owner, as applicable, for over one (1) year.
- o Enhancements must make visible improvement to the property or area.
- o Property taxes on the property must be current.
- o Mortgage payments must be current on the property.
- o Standard property insurance must be maintained on the property. Insurance must be maintained during the duration of the Program's term.
- o Only one property under the same owner will qualify for the Program.
- o Applicant must read and understand all aspects of the Program and sign the guidelines and application to be considered. The application must be signed by all of the property's owners.
- o All work must be performed by a State of Florida licensed contractor. Contractor must obtain all necessary building permits from Miami Dade County Building Department before beginning any work.
- o Contractors must submit an itemized and detailed scope of work with cost estimates. The Agency reserves the right to deny any submitted cost estimates.

- o CRA may require additional work to be done as a condition to approval if the requested items do not show a visible impact/improvement and/or meet the WPCRA's goals.
- o Properties with life, health or safety issues may be prioritized.
- o Any work done without proper building permits will not be accepted or paid by the Program.
- o All projects and improvements must comply with the design guidelines as adopted by Miami Dade County.
- o All applications must be approved by the WPCRA Board, agreement executed and permits obtained (if applicable) prior to receiving any funding.
- o Repairs or improvements underway BEFORE approval will NOT be funded.
- o The property shall not have any outstanding code enforcement liens or other Miami Dade County liens at the time of application unless it is determined that funds will correct code enforcement liens/violations. Program funds may NOT be used to pay code enforcement fines/liens.
- o CRA staff will work only with the applicant. Other parties will not be serviced on behalf of the applicant.
- o Construction must start within sixty (60) days of the agreement execution date and must be completed one (1) year from the agreement's execution date. Project timetable must be provided and adhered to by the applicant and contractor.

2. AUTOMATIC DISQUALIFICATION:

- o Properties that have received funding from Miami Dade County or the WPCRA within the last two years.
- o Properties "For Sale" or listed within six months of the application date will not be considered.
- o Work done prior to approval by the WPCRA will not qualify.

III) RESIDENTIAL REHABILITATION PROGRAM DETAILS:

The goal of this Program is to stabilize and preserve residential properties by assisting homeowners with the costs for improvements resulting in improved quality of life, increased home value, and neighborhood pride. This Program is limited to one property per homeowner for the lifetime of the program. The RRGF does not require any matching funds and repayment is NOT required as long as the homeowner lives in the property as per the general eligibility requirements above.

Eligible work under the RRP may include:

- Exterior/interior painting
- Drywall
- Siding or masonry
- Sewer hook-up or septic repairs
- Roof or gutter repairs (only for non-insured homeowners) *
- Exterior lighting
- Foundation, ceiling, floor, wall or other structural repairs
- Window or exterior door replacement
- Storm shutters
- Air conditioning or fan repair or installation
- Electrical repairs or improvement
- Plumbing repair or improvement
- Insulation or weather stripping
- Kitchen or bathroom repair and improvement
- Repair or replacement of water heater
- Termite removal
- Landscaping or irrigation
- Driveway repair/installation
- Improvements needed to accommodate a person with a disability
- Other improvements not listed may be considered on a case-by-case basis.

While this program is designed to perform exterior improvements primarily, emergency interior repairs may be included if they mitigate life safety issues including removal of asbestos, mold, home barriers to the disabled and/or elderly or other life safety issues as determined by the Florida Building Code.

Funds may be used to cover costs necessary to complete the project, to include Architectural, landscape architectural or engineering fees for the preparation of construction drawings, construction supervision, permits and inspection fees.

Luxury improvements such as hot tubs, spas or interior decorating are not eligible for assistance.

**Applicants requesting funding for roof repair or replacement must provide proof of insurance denial letter for coverage. If roof replacement is required, up to \$35,000 may be allocated. If the requested roof improvements are required to qualify for insurance coverage, an allocation may be approved to fund the required improvements, provided that the property owner provides proof that a policy has been/will be purchased and will activate upon completion of the roof repair or replacement.*

IV) ELIGIBILITY OF APPLICANT

No person, including but not limited to any officer, board of directors, managers, supervisor, or employees employed by the CRA, who is in the position of authority, and who exercises any function or responsibilities in connection with the RRP, has at the time the RRP is initiated, or shall have during the term of the RRP, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the RRP. Additionally, no family member related to any officer, board of directors, managers, supervisor, or employees employed by the CRA, may apply for a RRP Program. The term “related to” includes the following:

1. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece.
2. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, stepparent, or stepchild; or
3. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to decide or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

V) APPLICATION PROCEDURE

Applicants must complete the attached application in its entirety and return the CRA with all supporting documents as indicated below.

Staff will review the application and schedule a meeting with the applicant to learn more about the project.

Property owner must obtain 1 to 3 quotes from licensed contractors that are registered vendors with Miami Dade County. The CRA reserves the right to work with its contracted vendors to facilitate all Programs. In this case, CRA will obtain all quotes. Contractor must show proof of general contractor licensure, state and local licensure, insurance and must be registered as an approved vendor with Miami Dade County.

The CRA reserves the right to recommend changes to proposed work within budget.

Application will be scheduled for Board review after CRA staff has completed the initial assessments. Property owner must attend the scheduled meeting for item to be heard by the Board.

If the application is approved by the Board, awardee will receive a formal notification of award letter before funds will be disbursed or reimbursed, in the CRA’s sole discretion. Contractor must obtain and submit all necessary permits to the Agency before commencing work.

Once the work is complete, the contractor must notify the Agency. Contractor must submit all invoices and copies of final building inspections and/or closed permits. The CRA may conduct an inspection to verify all work was conducted in accordance with the Program’s terms.

VI) REQUIRED DOCUMENTS:

- Applicants government issued Driver's License or id.
Proof of homestead exemption.
- A copy of Recorded Warranty Deed
- Proof of all current mortgage(s) monthly statement(s)
- A copy of current and active Homeowners Insurance Policy declaration page. A copy of the declaration page for windstorm and flood insurance may be provided if applicable.
Color photos of existing site or project area(s)*

*Please see roofing exception on page 2

VII) TERMINATION OR FORFEITURE

Termination of funding and forfeiture of funding may occur if:

- o Applicant or occupant refuses or fails to allow the rehabilitation to commence within 60 days of contract award.
- o Applicant or occupant refuses or fails to allow reasonable access to complete the rehabilitation after commencement.
- o Applicant refuses to authorize payments associated with the project, which have been deemed payable by the WPCRA.
- o An event of default occurs as specified in the mortgage, promissory note or lapse in insurance.
- o Property is sold during the maintenance period.

Notice shall be given to the applicant of such termination and/or forfeiture, as appropriate, with follow up action for full refund of funds disbursed.

VIII) ADDITIONAL DETAILS

- A. The term of the RRP Agreement will be up to one (1) year, commencing on the date of the agreement's execution by the CRA Chairman, and then a 2–3-year maintenance period. 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 RRP 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. The Awardee and/or the property's owner will be required to sign a 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 RRP funding if the use of the funding does not substantially comply with the provisions of the 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 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 RRP obligations, the CRA's security

interest shall terminate. Please note that the Paint Up and Beautification Program is a traditional grant and will not require a security interest.

- F. As a condition of receiving the RRP funds, Awardees may be required to provide written or verbal progress reports updating the Agency on the status of the construction.

IX) **DISCLAIMERS**

- A. **The CRA reserves the right, in its sole and absolute discretion, to reject any and all applications, postpone or cancel the RRP, or waive any irregularities in applications submitted for RRP 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 RRP 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. **All work performed pursuant to the RRP program shall be in compliance with the provisions of all applicable federal, state and local laws, orders, statutes, ordinances, rules and regulations.**
- G. **CRA Board and its designee reserve the right to revise, amend or eliminate the RRP program as deemed necessary at their sole discretion.**
- H. **The WPCRA will monitor the progress of the project and may request photos, documentation and access for inspections throughout the process. The property will be monitored after completion during the maintenance period.**
- I. **It is the responsibility of the applicant to obtain any and all warranties for repairs and improvements from the general contractor. Applicant/property owner must notify the contractor directly of any warranty claims.**

Please note that the Awardee also agrees to recognize the CRA as a funding source for all the activities outlined in the application and agreement. The Awardee shall permit the CRA to place a sign at the property from the time the funds are award through completion of the project up to thirty days post completion