



## HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY COMMERCIAL FACADE IMPROVEMENT GRANT PROGRAM

### **About the Program**

The Hallandale Beach Community Redevelopment Agency (HBCRA) Commercial Facade Improvement Grant Program (CFIG) is an incentive program available to businesses throughout the Community Redevelopment Area. Throughout the CRA there are also Priority Areas of focus in which have varying levels of funding availability. The goal of the program is to eliminate functional obsolescence, remove deterioration, and update the exteriors of existing buildings, with an emphasis on improving the viability of healthy retail uses and generally increasing the "curb appeal" of the business corridors in the CRA.

The intent of the CFIG is to encourage multiple property owners within a Priority Area to engage in property improvements simultaneously. The HBCRA Priority Areas are as follows:

1. Pembroke Rd, from I-95 to one block East of US-1.
2. US-1 from Pembroke Rd, to South East 3<sup>rd</sup> Street.
3. South Dixie Hwy from Pembroke Rd, to SW 11<sup>th</sup> Street.
4. Hallandale Beach Blvd from I-95 to NE 14<sup>th</sup> Avenue.
5. Foster Rd from NW 11<sup>th</sup> Avenue to South Dixie Hwy.
6. NE 1<sup>st</sup> Avenue from Hallandale Beach Blvd to NE 5<sup>th</sup> Street.

The purpose is to substantially improve the visible appearance and street presence of properties as well as enhance the functionality of businesses within the HBCRA Priority Area.

Through this program, the HBCRA may provide grants up to \$75,000 based on the Funding Guidelines below. All grant recipients are required to provide a minimum match of at least 10% to 30% of the total cost of their project. All applications will be scored by the HBCRA Staff based on the specific criteria specified herein and, in the event, that multiple completed applications are received within a 30-day window, the highest scoring applications shall prevail.

### **Eligibility Criteria**

- a. The property must be located within the Hallandale Beach CRA Priority Areas.
- b. Primary and principle property use must be zoned commercial. Residential uses are ineligible.

- c. Exterior improvements must adhere to the City of Hallandale Beach Building Code and Zoning Regulations and all Federal, State, and Local Requirements.
- d. Improvements must support the objectives and goals of the Hallandale Beach CRA Redevelopment Plan.
- e. Properties “for sale” or listed on the MLS at the time of application are not eligible.
- f. Property Owners may not reapply if they have received the maximum funding amount within a 5-year period under this or any other grant program administered by the Hallandale Beach CRA.
- g. The property’s use must be a legally conforming use per the City of Hallandale Beach Zoning Code.
- h. Property to be improved must not have any delinquent ad valorem taxes, be free of all municipal and county liens, judgments and encumbrances of any kind. This provision can be waived by the CRA Board if development plans for the property meet the goals and objectives as set forth in the Hallandale Beach CRA Plan, as determined by the Board. Upon grant approval, the property must remain free of all municipal and county liens, judgments or encumbrances of any kind under the terms of the CFG.

### **Funding Guidelines**

- a. Maximum Award Amount - The HBCRA is making available to commercial and/or mixed-use properties within the CRA Priority Area matching grants for improvements up to a maximum grant award as follows:

<b>Priority Area</b>	<b>Matching Amount</b>	<b>Maximum Award</b>
	<b>HBCRA/ Applicant</b>	<b>Dollar Value</b>
Pembroke Rd from I-95 to one block East of US-1	70/30	\$50,000
US-1 from Pembroke Rd to South East 3rd Street	80/20	\$50,000
South Dixie Hwy from Pembroke Rd, to SW 11th Street	80/20	\$50,000
Hallandale Beach Blvd from I-95 to NE 14th Avenue	80/20	\$50,000
Foster Rd from NW 11th Avenue to South Dixie Hwy	80/20	\$75,000
NE 1 <sup>st</sup> Avenue from Hallandale Beach Blvd to NE 5 <sup>th</sup> Street.	80/20	\$75,000
Any Area outside of Priority Areas	60/40	\$ 40,000

Below is an example of a 70/30 matching grant award between a property owner and the HBCRA.

#### *Example*

<i>Total Project Cost</i>	<i>Owner Responsibility</i>	<i>CRA Grant Amount</i>
<i>\$25,000</i>	<i>\$7,500 (30%)</i>	<i>\$17,500</i>

- b. If a property has already received funding in previous years, the Applicant may not reapply for the Program or any other grant program administered by the HBCRA for a period of 5 years unless approved on case by case bases by the HBCRA Board if recommend by staff.
- c. Businesses within the Priority Areas are allowed to combine incentives

- d. Applicants are required to match the grant award of the total project costs. Only after the Applicant has paid the match amount will the HBCRA begin disbursement of grant funds.
- e. For properties that are sold, transferred or have a change of use within twenty-four months of receiving grant funding, the Applicant must repay the full amount of the program grant. A Declaration of Restrictive Covenants shall be recorded by the HBCRA against the property in order to secure the CRA's right of repayment.
- f. Program Grant Agreement and the Memorandum of Grant Agreement shall be executed within (30) days following approval of the grant by the CRA Board.
- g. Building Permit applications must be submitted within sixty (60) days following execution of the grant Agreement and construction to begin immediately after permit approvals
- h. Executed Memorandum of Grant Agreement must be recorded in the Broward County public records and a recorded copy provided to the CRA within ten days of receipt of the executed Program Grant Agreement. No Grant funds will be disbursed for the project before this is done.
- i. The Applicant shall have a total of 120 calendar days (including time for obtaining permits) from the date of the official notification of award to complete the project. After 180 calendar days, the grant will be closed out, and the remaining funds will be recaptured, unless an extension has been granted by the HBCRA. Any request by the Applicant for an extension beyond 180 calendar days must be submitted to the CRA in writing for approval by the Executive Director.
- j. If the Applicant desires the HBCRA may pay for architectural conceptual renderings
- k. Murals are required in the Fashion Art and Design District (FADD). Murals may be required on other buildings outside the FADD on a case by case basis.

#### **Eligible Expenses**

Eligible expenses are those reasonable costs associated with undertaking a substantial facade improvement and/or substantial site improvements that are visible from a major corridor or street within the Priority Area. Eligible expenses include design, permitting, labor and materials related to construction or installation of eligible improvements. The following are eligible improvements to be funded under the Program:

- a. Eligible Improvements:
  - ✓ Decorative Exterior Façade Improvements
  - ✓ Landscaping (trees, shrubs, and perennials)
  - ✓ Signage
  - ✓ Awnings
  - ✓ Impact resistant windows
  - ✓ Parking lot improvements (must be a part of comprehensive property improvement)
  - ✓ Exterior Painting and repair (stucco, brick/wood repairs and replacement)
  - ✓ Exterior doors/windows
  - ✓ Patio decks connected to the building
  - ✓ Irrigation
  - ✓ Exterior lighting
  - ✓ Any other site or building improvements complimentary to the above
- b. All work must be performed in a first-class workmanlike manner in compliance with ordinances and regulations of the City of Hallandale Beach, and must meet all building and other applicable codes, including state and federal regulations.
- c. To be eligible for this grant, Applicants must undertake a comprehensive improvement project utilizing a minimum of 3 of the eligible improvements.

- d. Due to limited funding, CRA Staff will evaluate the submission and may request additional improvements to make projects more comprehensive prior to CRA Board consideration.
- e. If the façade improvement only includes a sign, there will be a 60/40 match, where the owner is responsible for 60% of the total cost and the HBCRA is responsible for the remaining 40% of the cost. All signage for which the HBCRA funding has been granted shall remain with the property. If for whatever reason the sign is removed from the property and taken to another location the Applicant shall repay the HBCRA's 40% match.

#### **Ineligible Expenses**

Ineligible expenses include general maintenance items; parking lot repairs (not related to a comprehensive improvement of the overall appearance of the property); Roofing; air conditioning systems and ductwork; interior repairs or renovations; or correction of code violations, and; ADA compliance except in limited instances where these expenses are mandated as part of eligible improvements by the City of Hallandale Beach's Community Redevelopment Department. Any improvements undertaken prior to execution of the Program Documents will be ineligible for reimbursement.

The HBCRA reserves the right to **deny** any submitted application if:

- a.) Is determined that the application does not meet the spirit, intent and/or legal requirements for the grant.
- b.) The applicant has previously defaulted on an any prior grant agreement or other agreement with the HBCRA and/or City.
- c.) A prior grant awarded to the applicant was rescinded.
- d.) The applicant is currently a party in litigation against the HBCRA and/or City or has threatened litigation against the HBCRA and/or City.

#### **Automatic Disqualifications**

- a. The applicant has previously defaulted on an any prior grant agreement or other agreement with the HBCRA and/or City.
- b. A prior grant awarded to the applicant was rescinded.
- c. The applicant is currently a party in litigation against the HBCRA and/or City or has threatened litigation against the HBCRA and/or City.
- d. Any work done prior to the CRA Board approval does not qualify.
- e. Religious organizations or sites being utilized for religious purposes will not be considered for funding, unless the funding will not have as its primary effect the advancing or inhibiting of religion.

#### **Scoring Criteria**

Scoring for applications that are received by the HBCRA shall be based upon a 100-point value system.

- a. **Location - 25 Points**  
Businesses located within in the HBCRA Priority Areas shall receive the maximum points allotted in this category. Businesses that are outside of these Priority Areas shall receive a maximum of 15 points.
- b. **Use of Sustainable Materials - 25 Points**  
Sustainable materials might include for example xeriscaping, energy efficient lighting, environmentally sensitive paint or other types of sustainable or green initiatives. The maximum number of points allocated for this category means that the Applicant has incorporated numerous green initiatives into their design.
- c. **Comprehensiveness Property Improvement – 25 points**  
Businesses undertaking both property and façade improvements with substantial renovations to one or the other shall receive up to 25 points. Points will be allocated based on the level of the improvement and its contribution to the street presence and visibility of the improvement.
- d. **The use of three or more Eligible Improvement Criteria- 25 points.**  
Businesses which utilize more than three (3) of the eligible improvements shall receive up to 25 points.

#### Bonus Points

- e. **Other Renovations and Business Improvements Outside of CRA Incentives-** If an Applicant contributes funding, (see table below for contribution point scale) above the required match in order to make additional improvements to their business, they may receive up to 20 incentive points.

#### **CONTRIBUTION POINT SCALE**

<b>POINTS</b>	<b>EXTRA CONTRIBUTION AMOUNT</b>
<b>5</b>	<b>\$2,500 - \$4,999</b>
<b>10</b>	<b>\$5,000 - \$9,999</b>
<b>15</b>	<b>\$10,000 - \$14,999</b>
<b>20</b>	<b>\$15,000 and above</b>

#### Lease Terms

If the Applicant is a tenant, it must have a proposed or executed multi-year lease with a minimum of two years remaining on the lease. The commercial lease must define the landlord-tenant relationship and at a minimum provide the following information:

- a. A description of the space being rented, including square footage and a drawing of the space;
- b. Description of utilities that the tenant's responsibility;
- c. Rental rate and deposits along with terms of lease and methodology for future rent increases;
- d. Responsible party for interior and exterior repairs and/or improvements;
- e. Insurance requirements;
- f. Ability to terminate; and,
- g. Consequences of default on the lease.

Proposed leases must be executed within 30 days of HBCRA Board approval or the grant award is terminated.

### **Step 1: Application Process**

- a. Schedule an appointment with HBCRA Staff to discuss potential project and make sure it meets Program intent. Please call (954)457-2228.
- b. Submit a completed application with a check for \$250.00 made payable to the City of Hallandale Beach Community Redevelopment Agency for review. Incomplete applications will not be considered for funding until a complete application, and all supporting documents are received by the HBCRA. Applications must be signed by the owner of the property of record; tenants and/or other occupants are ineligible to participate in the Program and are prohibited from filing an application on behalf of an owner, unless otherwise authorized, in writing, by the property owner.
- c. HBCRA will complete the application review within 30 days of receipt and notify Applicants of any missing information or deficiencies in terms of eligibility for the Program.
- d. Upon determination of completeness and eligibility, CRA Staff will place the Application on the next available CRA Board agenda for consideration. The CRA Board meets monthly on the 3<sup>rd</sup> Monday of the month in City Commission Chambers.
- e. Applicants not approved may apply again with modifications. A fully executed and accepted Program Grant Agreement between the HBCRA and the Applicant, together with the Declaration of Restrictive Covenants shall be executed within 30 days of HBCRA Board approval and shall serve as a Notice to Proceed.
- f. The project must be completed within six months of Program Agreement execution.
- g. Should project delays arise, it is at the discretion of the CRA Executive Director to grant no more than one six month extension to the Agreement prior to its expiration. Extensions will not be considered once the Agreement has expired.
- h. Application to this grant program is not a guarantee of funding. Funding is at the sole discretion of the HBCRA Board.
- i. Applicants must submit an original, "hard copy" and electronic copy application with all back-up materials to the HBCRA for review and subsequent approval by the HBCRA Board. Applications will be considered on a first-come, first-serve basis.
- j. The HBCRA recommends that Applicants attend the HBCRA Board meeting during which the Board will consider their application in order to answer any questions the CRA Board may have regarding their applications. HBCRA staff will notify the Applicant of the Board approval or denial in writing.

### **Step 2: Construction/Payment & Site Visits by the HBCRA:**

- a. The CFIGP agreement is between the HBCRA and the Applicant. The HBCRA will not make payments directly to the contractor.
- b. The HBCRA will disburse funds once the Applicants have paid their match. Aside from any initial deposits, CRA will disburse funds at 50 % of project completion and 100% of project completion.
- c. Applicants must provide a release from your contractor in consideration of final payment.
- d. An HBCRA staff member will visit the property and take photographs of the completed project. Once the project has been inspected and approved by the City of Hallandale Beach and/or the HBCRA, a check will be issued in the Applicants name.
- e. HBCRA Staff may conduct unannounced site visits before, during, and after the project in order to determine and ensure compliance with the terms of the grant agreement.

#### **PLEASE READ THE FOLLOWING PRIOR TO APPLICATION SUBMITTAL**

- The application must include **all** of the following items: Photographs of the current condition of site and structures; architectural renderings of proposed façade improvements in color; a detailed outline of all proposed improvements with a cost estimate, and; a Flash drive or other electronic device containing copies of all required documents. If any components of the project pertain to paving, fencing, landscaping, etc., a survey showing the location of work shall also be required.
- Owners of properties that are for sale may not apply for grant funding. Properties sold within twenty-four months of receiving grant funding **must repay the full grant amount**.
- After approval by the HBCRA Board, the CRA will provide the Applicant with an approved Grant Agreement and Declaration of Restrictive Covenants for signature. The property owner shall not begin construction (Grants cannot be applied retroactively for work previously completed) until the Grant Agreement and Declaration of Restrictive Covenants is signed by all parties and the Declaration has been recorded in Broward County public records. Improvements completed prior to approval by the HBCRA Board, will not be eligible for reimbursement.
- If deemed necessary, the HBCRA reserves the right to have the application and its contents evaluated and analyzed by an outside third party including but not limited to; the proposed business plan, partnership/ownership information with equity positions, mortgage on the property, lease agreements, letter of Intent from lending institution and any other documents provided by the Applicant.
- If your site plan or application request includes landscaping, the landscaping must consist of species, and varieties of native plants that are drought tolerant require little irrigation and withstand the environmental conditions of Hallandale Beach. Irrigation systems must prevent over spray and water waste, and it is recommended a drip irrigation system be installed.
- Property to be improved must not have any delinquent ad valorem taxes, be free of all municipal and county liens, judgments and encumbrances of any kind. This provision can be waived by the HBCRA Board if development plans for the property meet the goals and objectives as set forth by the HBCRA. Upon grant approval, the property must remain free of all municipal and county liens, judgments or encumbrances of any kind under the term of the agreement.

#### **SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING**

It is the responsibility of the Applicant to READ AND UNDERSTAND all aspects of the Grant Program's Rules/Requirements and Application. NOTICE TO THIRD PARTIES: the grant application program does not create any rights for any parties, including parties that performed work on the project. Nor shall issuance of a grant result in any obligation on the part of the HBCRA to any third party. The HBCRA is not required to verify that entities that have contracted with the Applicant have been paid in full, or that such entities have been paid any subcontractors in full. Applicant's warranty that all bills related to the

Project for which is the Applicant is directly responsible is sufficient assurance for the HBCRA to award grant funding.

I have read completely and understand the program requirements, including the application guidelines and grant reimbursement process.

\_\_\_\_\_  
Signature

Date\_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

**HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY**  
**COMMERCIAL FAÇADE IMPROVEMENT PROGRAM APPLICATION**

**Date of Application**\_\_\_\_\_

**1. Property Address:** \_\_\_\_\_

**2. Name of Applicant:** \_\_\_\_\_

**Initials** \_\_\_\_\_

3. Address of Applicant: \_\_\_\_\_

Phone: (     )

Fax: (     )

Email: \_\_\_\_\_

4. Does the Applicant own property?        Yes        No

5. Indicate the owning entity of the property (i.e. name on property title)

\_\_\_\_\_

6. Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7.      Total Project Cost \_\_\_\_\_

Total Funding Request \_\_\_\_\_

Initials \_\_\_\_\_

**Authorized Representative (Property Owner or Agent):**\_\_\_\_\_  
**Signature**\_\_\_\_\_  
**Date**\_\_\_\_\_  
**Print Name and Title**

*\*If application is signed by authorized agent, please provide proof through notarized letter, articles of incorporation or some other form acceptable to HBCRA legal counsel.*

**COMMERCIAL FAÇADE IMPROVEMENT GRANT PROGRAM CHECKLIST**

- ☐ One (1) hard copy and one (1) electronic copy of the completed application with a check for \$250.00 made payable to the City of Hallandale Beach CRA.
- ☐ Photographs of the current condition of site and structures.
- ☐ Architectural renderings of proposed façade improvements in color.
- ☐ A detailed outline of all proposed improvements with three (3) quotes from a licensed contractor.

\_\_\_\_\_  
**Initials**

- ☐ If any components of the project pertain to paving, fencing, landscaping, etc., a survey showing the location of work is also required.
- ☐ Applicant acknowledges that the property to be improved does not have any delinquent ad valorem taxes and is free of all municipal and county liens, judgments and encumbrances of any kind.
- ☐ Applicant acknowledges that properties that are sold within twenty-four months of receiving grant funding must repay the full amount of the grant and that a **lien** shall be recorded by the CRA against the property in order to secure the right of repayment.
- ☐ A canceled check of payment to contractor/GC (your 30%). The CRA must receive \_\_\_\_\_ proof of payment of your 30% via a canceled check within fifteen (15) days of project start (prior to first payment from the grant)
- ☐ Both the CRA Commercial Improvement Grant Program Application and Program Agreement have been signed.
- ☐ Preliminary schedule for completion of improvements
- ☐ Copy Authorized Agent letter (or other documentation) if Applicant is not the owner
- ☐ Copy of Business Tax Receipt
- ☐ Completed W-9 Form for payee
- ☐ Copy of license and liability insurance form chosen contractor.
- ☐ Copy of property insurance for business or building.
- ☐ Signed copy of standard agreements.