



**FORT MYERS
COMMUNITY
REDEVELOPMENT
AGENCY**

RESIDENTIAL PAINT PROGRAM GUIDELINES



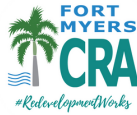
**1400 Jackson Street
Fort Myers, Florida 33901
239.321.7100**

www.fortmyerscra.com

TABLE OF CONTENTS



3	Board of Commissioners
3	CRA Advisory Board
3	CRA Staff
4	Overview
4	Funding
4	Application Process
4	Applicant / Project Eligibility
5	Non-Discrimination Clause
5	Required Application Materials
5	Eligible Expenditures
5	Ineligible Expenditures
5	FMCRA Limit of Liability
6	Applicant Agreement / Owner's Affidavit



FORT MYERS COMMUNITY REDEVELOPMENT AGENCY

BOARD OF COMMISSIONERS

CHAIR Teresa Watkins Brown

VICE

CHAIR Dr. Liston D. Bochette III

Johnny W. Streets, Jr.

Darla Bonk

Kevin Anderson

Terolyn Watson

Fred Burson

CRA ADVISORY BOARD

CHAIR Jarrett Eady

VICE

CHAIR James Holloway

C. Joe Coleman

Michael Doyle

Blake Bartholomew

Rachel Smith

Geraldine Ware

CRA STAFF

EXECUTIVE

DIRECTOR Michele Hylton-Terry,
MPA

ASSISTANT

DIRECTOR Dr. Mellone F. Long, AICP

DEPUTY DIRECTOR OF

COMMUNICATIONS LaShaun Middlebrooks Collier

Lorraine Bailey-Hayden **FISCAL MANAGER**

SENIOR

ADMINISTRATIVE

Denise Croon **ASSISTANT**

REDEVELOPMENT

Xavier Colón **MANAGER**

Overview

The Residential Paint Program was established by the Fort Myers Community Redevelopment Agency (the "FMCRA") to encourage single-family and duplex owner-occupied residences to improve the exterior of their structures, thereby reducing blight conditions and improving the community's aesthetics. The program allows eligible property owners to partake in pressure washing and painting projects on their existing buildings within the MLK redevelopment area.

Funding

Funding through this program is subject to the availability of funds and the discretion of the FMCRA Board of Commissioners. The maximum potential grant available is \$5,000. Homeowners shall pay the difference if the project exceeds the \$5,000 cap. Funding through this program, if approved, shall only be paid directly to the contractor.

Application Process

1. A pre-application site visit with CRA staff to determine preliminary eligibility and application requirements. Gather necessary material & documentation.
2. Once your full application packet is received, staff will review it and if approved, will be assigned to one of our Contractors.
4. The Contractor will reach out to inspect and quote the project, take reference photos, and put yard signs on your lawn advertising the program.
5. Once the house is painted, our Contractor will take photos of all angles of the home and have you sign a certificate of completion (only sign after checking all the work).
6. The contractor submits to the FMCRA an invoice with a certificate of completion and pictures to get reimbursed.

Applicant / Project Eligibility

- The structure must be in the redevelopment area.
- The eligible building must demonstrate a need for paint such as fading, peeling, or chipped surfaces.
- The Applicant shall also be subject to all applicable requirements of the Land Development Regulations of the City of Fort Myers (the "City") for site development in effect at the time of development.
- Single-family and duplex owner-occupied properties are eligible.
- Applicant must be the homeowner(s). Only owner-occupied homes are eligible for this program.
- The property shall have no existing code violations and the owner shall not be named in any outstanding code enforcement liens.
- Both City and County property taxes must be current.
- Properties listed for sale may not apply.
- Homeowners will be notified by FMCRA staff if they are approved for the program. The FMCRA will work with designated paint contractors for this program.
- Work must not have started before a property owner is approved for the program.
- Properties will only be eligible to receive funding from the Residential Paint Program once in a sixty (60) month-period.

Nondiscrimination Clause

The Residential Paint Program shall be available to anyone meeting the program qualifications, and no one shall be denied the benefit of the said program because of actual or perceived race, color, religion, national origin, ancestry, gender, sexual orientation, gender identity, age, disability, marital status, family status, or veteran/military status.

Required Application Materials

The following documents and items must be submitted and/or completed before the FMCRA will consider this application for funding:

- Fully executed and notarized copy of the Owners' Affidavit form, including the property address. If the forms are prepared and signed by a representative of the Owner, a legal Power-of-Attorney document must be submitted with the application.
- Photos of the exterior of the structure; including Photographs of the front, rear, and all angles of the home as they exist today (Photographs must be digital and be sized 8" x 10" and must be full frame. The entire building must be in the photos that you submit.)

Additional information may be requested from the Applicant.

Eligible Expenditures

- Pressure Washing.
- Exterior patching to prepare for painting.
- Painting building exterior.

Ineligible Expenditures

- Improvements made before grant approval.
- Interior renovations, including fixtures, equipment, or inventory.
- Professional design services for interior improvements.
- Roof repairs.
- Refinancing existing debts.
- Removal of curb cuts.
- Non-fixed improvements.
- Sweat equity payments.
- General maintenance.
- Mechanical, electrical, and plumbing (HVAC, security systems, piping, etc.).
- Utilities.
- Legal fees.

FMCRA Limit of Liability

The FMCRA liability under this program is solely limited to contracted labor and must be approved in advance by the FMCRA. The executed Certificate of Completion shows the FMCRA's and Applicant's acceptance that the work was completed. The FMCRA expressly disclaims any other liability, warranty, or guarantee, expressed or implied. The Certificate of Completion is presented to the Applicant by Staff to sign upon final inspection.

Applicants Agreement / Owners Affidavit

By signing and submitting this application, the Applicant certifies, attests, and agrees to the following:

- Applicant has been provided a copy of and has read, understands, and will comply with the Program guidelines. Applicant's failure to comply with the Guidelines will result in ineligibility to participate in this Program.
- Applicant certifies that all information in the application and furnished in support of this application is true and complete to the best of the Applicant's knowledge and belief. Any false statement will be grounds for immediate termination of the Application and subject the applicant to financial responsibility. The Applicant has a continuing responsibility to inform the FMCRA (in writing) of any changes relative to the information provided in this application.
- The building has no existing code violations, and the Applicant is not named in any outstanding code enforcement liens.
- The exterior of the building will be pressure washed by the FMCRA-designated contractor before painting. The FMCRA and contractor will be held harmless for damage caused by this work.
- The FMCRA's financial responsibility under this Program is solely limited to pressure washing services, painting labor, and approved materials. FMCRA expressly disclaims any other liability, warranty, or guarantee, expressed or implied, for the work completed.
- After the Project Completion, the building will not be eligible to receive assistance under this Program for 60 months.
- The applicant shall sign a Certificate of Completion with the FMCRA upon completion of the project and final inspection by the FMCRA.
- The FMCRA does not discriminate on the basis of actual or perceived race, color, religion, national origin, ancestry, gender, sexual orientation, gender identity, age, disability, marital status, family status, or veteran/military status (protected characteristics), and will not tolerate any such discrimination(s) by or against its employees or citizens utilizing FMCRA programs.

- The presence of any lead-based paint and the abatement of such is the sole responsibility of the Applicant and the FMCRA disclaims any liability, warranty, or guarantee, related to the presence of lead-based paint on the building.
- The Applicant agrees to the FMCRA's sole discretion in selecting and contracting with a Contractor to complete all work under this Program on behalf of the Applicant.
- The Applicant shall not assign or attempt to assign, directly or indirectly, any rights under this Agreement or under any instrument referred to herein without prior written consent of the FMCRA in each instance. Any assignee shall be bound by all the terms of this Agreement and associated documents.
- The Applicant and the FMCRA each binds itself, its partners, successors, legal representatives, and assigns of such other party in respect to all covenants of this Agreement.
- This Agreement and any associated documents will be construed in accordance with and governed by the laws of the state of Florida, without giving effect to its provisions regarding choice of laws.
- This Agreement and payment of any Program funding is subject to the availability of funding.
- All activities authorized by this Agreement are subject to and must be performed in accordance with the provisions of this Agreement and all applicable federal, state, and local laws.
- The Applicant agrees to waive any right to hold harmless and indemnify the FMCRA, its officials, agents, and employees from suits, actions, damages, liability, expenses, losses, and costs, including but not limited to reasonable attorney's fees, in connection with the Agreement and any Program administration herein. This provision shall survive termination of this Agreement.
- The Applicant acknowledges that the FMCRA has the right and responsibility to enforce this Agreement.

The following description outlined in this document is made a part of this affidavit and contains each of the current owners' names, resident address, telephone and e-mail addresses, and the mailing addresses and legal descriptions for the real property, of which he is the owner or representative.

Upon execution by the Applicant and the FMCRA, this document constitutes a binding agreement between the FMCRA and the Applicant.

Signature of Applicant / Homeowner

Printed Name of Applicant / Homeowner

Address of Residence (Must be the same as target property)

Email Address

Telephone

STATE OF FLORIDA	COUNTY OF	
------------------	-----------	--

The foregoing Instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this ___ day of _____, 20___, by _____, ___ Who is personally known to me, or Who produced _____ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

Signature

(Notary Seal)

Print Name - Notary Public State of Florida

Return Completed Application & Affidavit to:
Fort Myers Community Redevelopment Agency
1400 Jackson St.
Fort Myers, FL 33901
Or Email Scanned Copies to FMCRA@cityftmyers.com