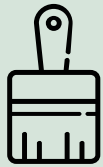


Neighborhood Paint Program



Program Guidelines and
Application Packet

Approved by the Gainesville City Commission
11/05/2020



Gainesville
Community
Reinvestment
Area



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The Gainesville Community Reinvestment Area ("GCRA") was created in 2019 through the adoption of Ordinance 181001. The goal of the GCRA is to encourage investment in underserved areas within the district.

Section 1-A: About the Program

The purpose of the Neighborhood Paint Program (“Program”) is to encourage neighbors to improve the exterior of their homes and beautify their neighborhood. Through the GCRA 10 Year Reinvestment Plan, the GCRA is authorized to provide incentives to improve residential neighborhoods. During community engagement for the Reinvestment Plan in 2019, the community identified specific areas that have the most need pertaining to residential improvements. This revised program focuses on those specific areas (see section 1-B).

What the Program Covers

The Program provides 100 percent assistance to homeowners within specific neighborhoods to pressure wash and paint the exterior of their home. Funding is administered in phases per neighborhood. The GCRA will determine the application cycle on an annual basis and as according to need.

Section 1-B: Who Can Apply?

Eligibility: Property Requirements

The eligible property must be an owner occupied residential building that demonstrates a need for paint such as faded, peeling or chipped surfaces, and is located within a specified neighborhood within the Reinvestment Area. Eligible neighborhoods include the Fifth Avenue, Pleasant Street, Porters, Springhill, Sugarhill, and the Greater Duval area. The map of eligible neighborhoods is on the following page. A neighborhood map may also be accessed via the GCRA website at <https://gainesvillecra.com/programs-and-incentives/>.

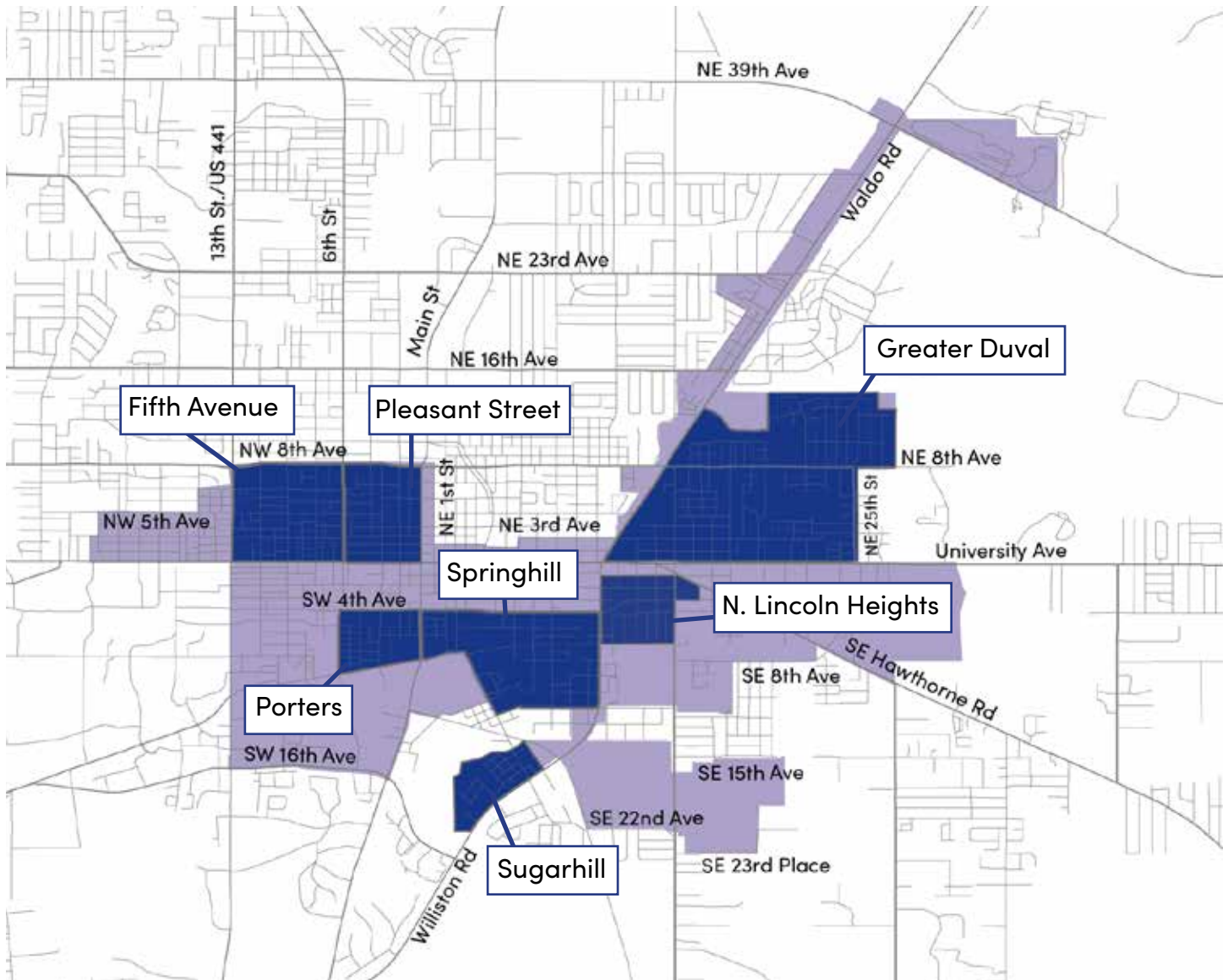
The building is ineligible if it has any existing code violations or if the owner is named in any outstanding code enforcement liens. The building cannot have received assistance under this Program or the Gainesville CRA’s Residential Paint Program within the past five years.

Eligibility: Recipient Requirements

Eligible applicants must own and occupy the house as their primary residence. Recipient income must be at or below 120% of annual federally established Gainesville median income limits by household size. Income eligibility must be verified by staff.

Section 1-B: Who Can Apply?

- Reinvestment Area
- Eligible Neighborhood



Section 1-C: How to Apply

- Step 1. Applicant contacts the GCRA and discusses with Program Staff eligibility requirements and the application process.
- Step 2. The application may be submitted to the GCRA at 2153 SE Hawthorne Road, Suite 223, Gainesville, Florida 32641.
- Step 3. Program Staff reviews the application and within 30 business days of receipt, informs Applicant whether it has been approved or denied, or whether the GCRA needs additional information. Completed applications are approved in the order they are received.
- Step 4. Within 30 days of approval, staff arranges for a designated contractor to meet with Applicant.
- Step 5. Staff places a yard sign outside the Project site to advertise the Program to neighbors. The sign will stay up for the duration of work and 30 days after.
- Step 6. Applicant contacts Contractor to arrange a day and time to begin work on the Project.
- Step 7. The Project begins and should be completed within 30 days.
- Step 8. Once the Project is completed, GCRA Staff inspects to verify the work was done in accordance with the Program guidelines.
- Step 9. After the final inspection, the Applicant and the GCRA sign an Affidavit of Completion (Page 8), verifying that work was completed as agreed upon.

GCRA Limit of Liability

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

Availability of Funds

This Program is subject to the availability of GCRA funds. If such funds are available and allocated to this Program, awards will be on a first-come, first-served basis to Applicants meeting all Program guidelines. The GCRA reserves sole discretion in the review of applications and in awarding funds under this Program.

Section 2-A: Application

APPLICANT INFORMATION

Applicant Name: _____

Mailing Address: _____
Street City State Zip Code

Telephone: _____ E-Mail: _____

Project Building Address: _____
Street City State Zip Code

*Please attach proof of ownership and occupancy such as a copy of property tax receipt or deed, and homestead exemption.

Number of persons in household: _____

Total household income of all contributors over the age of 18: \$ _____

*Please attach last year's federal and state income statements for all household earners over the age of 18 years.

DESCRIPTION OF WORK

Building square footage: _____

Number of stories: _____

*Please attach color photographs of the existing building showing all exterior sides of the building.

Section 2-B: Applicant Agreement

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 Applicant's knowledge and belief. Any false statement will be grounds for immediate termination of the Application and subject the Applicant to financial responsibility. Applicant has a continuing obligation to inform the GCRA (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 Applicant is responsible for ensuring that improvements fit within neighborhood Home Owner Association Guidelines, if applicable.
- The exterior of the Building will be pressure washed by the GCRA designated contractor prior to painting. The GCRA and contractor will be held harmless for damage caused by this work.
- Upon application approval, the Applicant shall consult with GCRA staff and contractor to confirm paint colors and performance of Project related labor.
- Work will commence and be completed by a GCRA designated contractor on the Project within 30 days of initial consultation. Delays in any performance due to typical occurrences of Force Majeure will extend the timeline for a reasonable amount of time depending on the occurrence.
- The GCRA's financial responsibility under this Program is solely limited to pressure washing services, painting labor, and approved materials. GCRA 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 the Program for five years.
- Applicant shall sign an Affidavit of Completion with the GCRA upon completion of the Project and final inspection by the GCRA.
- Approval under this Program does not constitute a permit or approval of the City and the Applicant is responsible for obtaining such permits, if required, by the City or any other governmental entity.
- The GCRA does not discriminate on the basis of race, color, gender, age, religion, national origin, marital status, sexual orientation, gender identity, or disability (protected characteristics), and will not tolerate any such discrimination(s) by or against its employees or citizens utilizing GCRA programs.
- The presence of any lead-based paint and the abatement of such is the sole responsibility of the Applicant and the GCRA disclaims any liability, warranty, or guarantee, related to the presence of lead-based paint on the Building.
- The Applicant agrees to the City'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 the prior written consent of the City in each instance. Any assignee shall be bound by all the terms of this Agreement and associated documents.
- The Applicant and the City 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

Section 2-B: Applicant Agreement

- 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 City (which includes the GCRA), 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 this Agreement and any Program administration herein. This provision shall survive termination of this Agreement.
- Nothing in this Agreement may be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.
- The Applicant acknowledges that the City has the right and responsibility to enforce this Agreement.

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

Signature of Applicant

Date

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

20_____, by _____, who is personally known to me or who has

produced _____ as identification.

Notary Public, State of _____ Affix Stamp

Return complete application to:

In Person

Gainesville Community Reinvestment Area
ATTN: Neighborhood Paint Program
2153 SE Hawthorne Road, Suite 223
Gainesville, FL 32641

By Mail

Gainesville Community Reinvestment Area
PO Box 490, Station 48
Gainesville, FL 32627

Section 2-B: Applicant Agreement

FOR GCRA USE ONLY: DO NOT WRITE IN THIS SECTION

Date & Time Complete Application Received: _____

Received by (print name): _____

Reviewed by (print name): _____

Building Address Verified

Received*:

Application

Proof of Ownership

Applicant Agreement

Color photographs showing all exterior sides of building

*If incomplete, notify applicant of deficiency.

Application Approved: _____ date: _____
GCRA Director or Designee

Application Denied*: _____ date: _____
GCRA Director or Designee

*If no, state reason for denial and steps taken in resolving: _____

*The final cost of the Project will be determined upon consultation with GCRA and the designated contractor.

Name of approved Contractor: _____

Amount Approved: _____

Section 3: Affidavit of Completion Form

Program: Neighborhood Paint Program

Address of Building: _____

Zip Code: _____

Applicant Name: _____

AFFIDAVIT OF COMPLETION

Applicant and the City of Gainesville Community Reinvestment Area (collectively "Parties") hereby certify that the Parties have verified that the work was completed as of _____ date in accordance with Neighborhood Paint Program Guidelines.

Applicant Signature

Printed Name

Gainesville Community Reinvestment
Area Representative Signature

Printed Name

Title