

# **EXTERIOR RESIDENTIAL RENTAL REHABILITATION GRANT AND AFFORDABLE HOUSING PROGRAM & APPLICATION FORM**

City of Tampa Community Redevelopment Agency

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## **RESIDENTIAL RENTAL REHABILITATION GRANT AND AFFORDABLE HOUSING PROGRAM**

### **SECTION 1 – PROGRAM GOAL**

The Community Redevelopment Agency's (CRA) Residential Rental Rehabilitation Grant and Affordable Housing Program (Program) is designed to increase access to redevelopment funding for fixed or permanent residential improvements to affordable\* rental single-family homes and duplexes in the West Tampa Community Redevelopment Area (West Tampa CRA) for the purpose of improving property conditions, aesthetics, aiding in the elimination of slum and blight and providing affordable housing to rental residents. The focus of this Program is directed to the exterior improvement of residential properties to enhance street and neighborhood aesthetics.

\* Affordable and Affordable Housing for the purpose of this program means Applicants with rental units and tenants that meet the Area Median Income (AMI) and other requirements of this Program.

### **SECTION 2 – PURPOSE AND INTENT**

The purpose of the Program is to support the implementation of the adopted Community Redevelopment Plan (CRP) (CRP Sections 9 – Redevelopment Activities and 11.1) for West Tampa Community Redevelopment Area in accordance with the Florida Community Redevelopment Act of 1969. Sections 163.330, et seq., Florida Statutes, by:

- 1) Enhancing the aesthetics, character, quality, and vitality of the redevelopment area, by providing programs that provide for building and property improvement and rehabilitation in the West Tampa CRA (CRP Section 9.2 Redevelopment Programs, page 18).
- 2) Creating value for the citizens of Tampa and improving the West Tampa CRA by:
  - a. Promoting a resident and neighborhood friendly atmosphere;
  - b. Promoting economic development and neighborhood revitalization;
  - c. Incentivizing property owners to enhance the values of their property;
  - d. Creating a more inviting and visually appealing atmosphere; and
  - e. Instilling a greater sense of place and civic identity.
- 3) Providing building and property improvement and rehabilitation incentives per Section 9.2 e. of the Community Redevelopment Plan (page 15), which provides, in part, "the improvement and rehabilitation of blighted residential buildings and properties within the Area plays an important role in maintaining the appearance and integrity of residential neighborhoods. Accordingly, the CRA Board may provide assistance to residential property owners and associations for the rehabilitation of their properties."
- 4) Supplementing or providing a mechanism to implement programs to address affordable housing needs in the Area in accordance with Section 11.1 of the Plan (Page 23).

**It is not the intent of the CRA to engage in any rehabilitation activity that requires vacating property, displacing any residents or tenants from property (unless there is a need to remediate an environmental issue), or causing economic hardship on tenants (e.g., increased rent due to property improvements made possible by grant). Moreover,**

**this Program does not assist in the development of new construction projects. Rather, it is to rehabilitate existing residential structures and to provide incentives for the rental of rehabilitated residential structures as affordable housing.**

### **SECTION 3 – AVAILABLE ASSISTANCE AND PROGRAM ELIGIBILITY**

The Program provides a matching grant, as specified below, **up to twenty-five-thousand dollars (\$25,000) per single-family home (detached) and up to fifty-thousand dollars (\$50,000) per duplex. Grant shall not exceed \$25,000 for any single dwelling unit.** The program grant is a reimbursement grant.

For the purposes of this Program the following shall have the meanings described below or as otherwise defined by City of Tampa Land Development Code (Section 27-43, City of Tampa Code):

- Dwelling unit: A room or group of rooms forming a single independent habitable unit used for or intended to be used for living, sleeping, sanitation, cooking and eating purposes by one (1) family only; for owner occupancy or for rental, lease or other occupancy on a weekly or longer basis; and containing independent kitchen, sanitary and sleeping facilities.
- Duplex: Either (1) a “single-family semidetached dwelling unit which is defined in the City’s Land Development Code as “a structure containing two (2) dwelling units attached by a common side or rear wall”; or (2) a “two-family dwelling” which is defined in the City’s Land Development Code as “a structure containing two (2) dwelling units one (1) above the other with open space on all sides.”
- Single-Family Home (Dwelling, single-family detached): A structure containing one (1) dwelling unit with open space on all sides.

Program assistance is based on whether the property owner (Applicant or Owner) is willing to restrict the leasing of units (after rehabilitation) to persons or families whose income is equal to or less than on a sliding scale and adjusted for family size and income limits as provided below (subject to change from time to time). Applicant will match the grant amount by the percentages listed below (must provide proof of matching funds prior to project work commencing):

Area Median Income (AMI) %	Applicant Contribution/Match
0 – 30%	5%
31% – 50%	10%
51% – 80%	15%
81% – 140%	20%
141% – 199%	50%
<b>200% – Plus</b>	<b>Not Eligible for Grant</b>

**The grant is a reimbursement grant, unless otherwise approved by the CRA Manager to pay an approved licensed contractor directly, no more than one payment within a 30-day period.**

The chart below is data provided by the Florida Housing Finance Corporation (FHFC) which is based upon figures provided by the United States Department of Housing and Urban Development (HUD) and are subject to change. Updated charts by FHFC will supersede any

income limit chart provided within this document. When updates are made available by FHFC, the chart below will be updated.

FEDERAL HUD AND STATE INCOME LIMITS 2022 as of 4/18/2022								
HOUSEHOLD SIZE	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
ABOVE MODERATE INCOME (140%)	80,500	91,980	103,460	114,940	124,180	133,420	142,660	151,760
MODERATE INCOME (120%)	69,000	78,840	88,680	98,520	106,440	114,360	122,280	130,080
LOW INCOME (80%)	46,000	52,600	59,150	65,700	71,000	76,250	81,500	86,750
VERY LOW INCOME (50%)	28,750	32,850	36,950	41,050	44,350	47,650	50,950	54,200
EXTREMELY LOW INCOME (30%)	17,300	19,750	23,030	27,750	32,470	37,190	41,910	46,630

*Note: To calculate **200% AMI** multiply the “VERY LOW (50%)” figure above by “4.”*

**Any applicant requesting grant funding from this program must agree that the tenants renting units will have their income and monthly rent amount verified by City staff prior to occupancy and must supply the items listed below, and, if requested, any other income, employment, or rent documents that are not listed below:**

- If applicable, self-employed year to date profit and loss statements.
- All pages of last two year's tax returns, with all schedules and W-2s/1099(s).
- Most recent and consecutive last two months of bank statements (with bank name and account number) (ALL PAGES, even if blank) for all household members with accounts.
- Copy of tenant(s) lease/rent agreement.

Applicants that do not wish to have their tenant's income or lease/rent amount verified will automatically be disqualified from Program participation.

### **Eligibility Criteria**

To be eligible for the Program, the project/property must meet all the following qualifications:

- Applicant must be the owner of the subject property.\*
- The Applicant must not own more than four residential rental dwellings units within Hillsborough County.
- The subject property must be a legally existing single-family home (detached) or duplex. (Evidence of zoning compliance may be required.)
- Property must be located within the West Tampa Community Redevelopment Area.
- Applicants that control said property other than through outright ownership and are authorized to approve the repairs and other work that are the subject of this program, may provide alternative documents to substantiate that they have such control and authority regarding the property. This documentation may include probate court documents, wills, heirship affidavit, letters of administration, or other legal documentation. After review of the documents, the applicant(s) may qualify for the Program. In the event that such control or authority is disputed by another party or parties, the application may be denied until such time as the applicant resolves such disputes.

- The Applicant must be current on all property taxes, assessments, and on mortgage payments (if applicable).
- Must be in good standing with the City (no outstanding code enforcement or building code violations). This requirement may be waived by the CRA Manager if the work proposed under this application will remediate code violations.
- Owner must maintain and provide proof of property insurance on the Property.
- **All work must be properly permitted. Any work performed without a permit (if required by City Code or State law) will not be eligible for grant funding.**

\*The "Owner" of the Property (Owner) shall be the Applicant. Owner means the holder of fee simple title or portion of the fee simple title in and to the premises. If multiple parties own a portion of the fee simple title in the premises including, without limitation, individual persons, associations, partnerships, corporations, or limited liability companies, then all such persons or entities are considered the "Owner" and must execute the application and all agreements associated with this grant. In addition, others who have interest in a structure or premises and any who are in possession or control thereof as agent of the Owner, as executor, administrator, trustee, or guardian of the estate of the Owner may also be required to consent to the application if determined legally necessary by the legal staff for the CRA.

No Applicant shall receive more than \$75,000 in total CRA grant value across all CRA grant programs within a 12-month period as further defined below. For the purposes of this application, the total CRA grant value that an Applicant has received over such period shall be the combined value, in the 12 month period immediately preceding the submission of an application for this program, of: (1) the amount of CRA grant funds that the Applicant has received or which the CRA has agreed to fund; (2) the amount of CRA grant funds that any holder of legal title in the subject property other than the Applicant has received; and (3) if a business entity holds legal title in the subject property, the total amount of CRA grant funds received by any directors, members, partners, shareholders, any others with an ownership interest in such entity shall be include, together with any others able to exert managerial control over or direct the affairs of said entity

**Previous Participation – The Owner may not apply for this particular grant program more than once every thirty-six months for the subject property or any other property owned by Owner. This does not preclude the Owner from applying for other CRA grant programs as long as the total \$75,000.00 grant limit policy set forth above is not exceeded.**

**The following are ineligible for Program assistance:**

- Improvements that are completed prior to an application being approved.
- Improvements or rehabilitation projects that will result in the physical or economic displacement of existing tenants (Tenants may be temporally relocated from leased unit(s) if grant funds are requested to remediate an environmental issue, structural safety issue, or tenting of structure. If temporary relocation is necessary, then Applicant will provide reasonable lodging accommodations for the tenant).
- New construction or improvements on vacant land.

## **Project Implementation**

Projects are to be coordinated, managed, and implemented by the Applicant with close interaction with Community Redevelopment Department staff and the appropriate City departments. Applicant is responsible for obtaining/arranging any permits required by the City.

## **SECTION 4 – ELIGIBLE RESIDENTIAL IMPROVEMENTS**

One or more of the following improvements *may be eligible* for Program assistance:

- 1) Exterior deterioration repairs (walls, foundation, piers, siding, etc.);
- 2) Exterior painting;
- 3) Exterior windows and doors;
- 4) Roof repairs or replacement, including fascia board, soffits, and gutters;
- 5) Window or door awnings and shutters (including hurricane shutters; replacement or repair);
- 6) Exterior weatherization improvements;
- 7) The installation, repair or renovation of porches;
- 8) The installation of decorative lighting;
- 9) Decorative fencing;
- 10) Driveway, pedestrian walkways/pathways, and sidewalk improvements;
- 11) American with Disabilities Act (ADA) accessibility improvements;
- 12) The installation of landscaping and irrigation systems, not to exceed thirty percent (30%) of the total grant amount;
- 13) Tree trimming or removal (a licensed arborist must confirm removal is necessary);
- 14) Heating, ventilation and air conditioning (HVAC) systems;
- 15) Limited interior repairs – interior damage, directly resulting from exterior defect or damage, may qualify for grant funding to repair said damage. Such interior repairs may include, but are not limited to, repairs to load bearing walls, drywall, insulation, and wood repair caused by external conditions. However, grant funds must first be used for improvements or repairs to fully remedy the external defect or damage that resulted in such interior damage prior to any use of grant funds on interior repairs.;
- 16) Home fumigation (including tenting if necessary) for termites; and
- 17) *Other improvements may be submitted for consideration but must demonstrate that the improvement meets the intent of this grant program.*

The following improvements are not eligible for Program assistance:

- 1) Room additions, garage conversions, repairs to structures separate from the living units (detached garage, shed, etc.), furnishings, and pools.
- 2) Repairs covered by insurance.
- 3) Non-permanent improvements.
- 4) Enclosing a front porch.
- 5) Installation of window or door security bars.
- 6) Repairs to unsafe or substandard structures that cannot be made safe for habitation with Program funds.
- 7) General interior home improvements and repairs.

## SECTION 5 – PROGRAM REQUIREMENTS AND APPLICATION PROCESS

### Program Requirements

- All statements and representations made in the application must be correct in all material respects when made.
- **Color photographs of the existing structure exterior, showing all sides of the building, must be provided with application.**
- An estimated detailed budget must be provided on the budget form in the application.
- Work required to be performed by licensed contractors and Applicant must provide, as attachments, quotes from contractors and copies of their licenses. Quotes to include complete description of materials to be used).
  - *If work is performed by non-licensed workers, then only materials purchased will be eligible for grant funds, unless the work performed was required to be performed by a licensed individual per City codes.*
- Applicant agrees to remain current in payments of property taxes and comply with City codes and regulations for a minimum of five (5) years from the date of completion.
- Portions of the project costs not funded by the requested grant must be provided by Owner funding. Owner funding may consist of bank loans, lines of credit, and owned assets (Owner Equity), etc...
- Owner must demonstrate their source of the Owner Funding and their ability to meet the financial obligations of the Program.
- Proceeds from other City-managed financial assistance programs may not be used as Owner Equity to satisfy the Owner Funding requirements of this Program but may be used to assist with funding of remaining portion of larger improvement project. Grant funds cannot be used as Owner Equity to satisfy the Owner Funding requirements of other City-managed financial assistance programs.
- Owner must provide valid proof of tenant monthly rent amount, duration of tenant occupancy in dwelling unit, and lease term.

### Grant Application Process

- Submittal of an application does not guarantee a grant award.
- The grant application cycle occurs every two months.
  - Applications will be accepted for review six times per year while funds remain available. Applications will be due each cycle by 4:30pm on the first Monday of the following months: January, March, May, July, September, and November.
- Schedules will be produced, and attached hereto, for each calendar year the Program is in effect.
- Application due date may be adjusted for holidays or days City offices are closed.
- Grant preference will be given to Applicants with long-term tenants (residing at property for three or more years from date of application) whose income is at or below 80% AMI, or who are disabled, or are of 65 years of age and above so long as they meet the income restrictions for tenants contained in this application (no higher than 140% AMI)..
- The Applicant will be required to obtain quotes/estimates from licensed contractors/design professionals for eligible improvements and submit said quotes/estimates as part of the grant application submission.
- Once the application is determined to be complete by staff, the application will be scheduled for consideration at the next available CRA Board meeting.



- The CRA Board may approve, approve with conditions, or deny the application at the CRA's sole and absolute discretion.
- All construction/design contracts will be between the Applicant and the contractor or design professional.

## SECTION 6 – DISBURSEMENT POLICY AND PROCEDURE

Grant funds will be disbursed, after initial approval of the project, upon a “Finding of Project Completion” by CRA Manager. A “Finding of Project Completion” will be granted when the following criteria are met:

- 1) Grant disbursement will not occur until the owner match specified in the Budget is paid in full or community service has been completed by qualifying applicants.
- 2) Requests for disbursement of project costs will be viewed as a single, completed package, unless disbursement arrangements have been made to pay licensed contractors directly (**no more than one payment within a 30-day period**). Costs not included in the approved application will not be considered for disbursement.
- 3) Required documentation for disbursement of project costs must include:
  - a. Copies of cancelled checks, certified checks or money orders of project costs, or credit card statements of project cost;
  - b. Detailed invoices and paid receipts signed, dated, and marked “paid in full;”
  - c. Name, address, telephone number of design professional(s), general contractor, etc.; and
  - d. Photos of the project (before and after photos).
- 4) Prior to any grant fund disbursement, the Applicant must have obtained all necessary/required permits (e.g., zoning and building), passed all required inspections, and received (if relevant) notice, in the form of a Certificate of Occupancy or Certificate of Completion for the project demonstrating the legal occupancy of the project area.  
**Any work performed without a permit that required a permit will not be eligible for grant funding.**
- 5) The CRA disburses funds to grant recipients within 30 days of fully completed reimbursement request.

## SECTION 7 – GRANT EXPIRATION

Applicants must receive a “Finding of Project Completion” within 365 calendar days from the date of application approval. After the said 365 days, the grant will expire. An extension for the grant funds may be granted by the CRA Manager for a good cause. It is the responsibility of the Applicant to request, in writing, from the CRA Manager an extension of the grant approval before the expiration date.

## SECTION 8 – COMPLIANCE WITH THE CITY OF TAMPA ETHICS CODE

The applicant will comply with all applicable City rules and regulations including the City's Ethics Code, which is available on the City's website at <https://www.tampa.gov/Ethics>. Moreover, each applicant to the Program acknowledges and understands that the City's Ethics Code prohibit

City employees from receiving any benefit, direct or indirect, from any contract or obligation entered into with the City. (City of Tampa Code, Chapter 2, Article VIII-Sec 2-522)

## **SECTION 9 – GRANT AGREEMENT AND RESTRICTIVE COVENANTS**

Grant awards and Owner obligations and covenants will be contractually bound by a Grant Agreement (Agreement) executed by the CRA and Owner. Performance of the Owner's obligations and covenants described in the Agreement shall be recorded on the Property. A Grant award shall not be binding until the Agreement have been executed and approved by the CRA. The Agreement shall:

- 1) State the maximum amount of the Grant award. The Grant amount funded may be less if the actual construction costs are lower than the estimated Project cost and/or an Owner default.
- 2) Describe any special conditions of the Grant award.
- 3) Describe the Project Construction Conditions, as follows:
  - a. Project work must start within the earlier of the conditions below or as approved by the CRA Manager:
    - i. Three (3) months from the Grant award (Commitment Date), or
    - ii. Thirty (30) days from the approval of a building permit (Permit Date).
  - b. The Project must be completed (Completion Date) within the later of the conditions below or as approved by the CRA Manager:
    - i. One (1) year from the Commitment Date, or
    - ii. One (1) year from the Permit Date.
  - c. All Project work must be properly permitted and completed in accordance with the Florida Building Codes and City of Tampa codes and standards.
  - d. All Project work must be materially similar to the approved Project Plans and comply with the Certificate of Appropriateness, if applicable.
- 4) Describe the Grant disbursement procedures.
- 5) Describe the ongoing Owner Covenants and Obligations. The Owner Covenants and Obligations set forth in this section shall remain in force and effect for a period of five (5) years from the Completion Date. The Owner Covenants and Obligations shall be considered Covenants running with the land and shall be secured by a Lien on the Property that is binding for the benefit of and enforceable by the CRA against Owner, its successors, and assigns. The Owner Covenants and Obligations are as follows:
  - a. The dwelling unit(s) for which the Grant is provided must be leased to persons or families meeting the tenant income restrictions in the Grant Application executed by the Applicant and approved by the Agency for a minimum of five (5) years.
  - b. Owner shall not sell or transfer any interest in the Property without the CRA's prior written consent.
  - c. Owner shall not lease the Property to adult uses, as defined in Sec. 27-545 of the City of Tampa Code of Ordinances.
  - d. Owner shall not lease the Property for commercial uses or to persons who do not meet the tenant income restrictions in the Grant Application.

- e. Owner shall maintain the property as a single-family residential use for a period of five (5) years from the Completion Date.
  - f. Owner shall not raise the tenant rent listed in the tenant rent/lease agreement by more than 10% annually.
  - g. Owner must maintain and provide proof of property insurance on the Property.
  - h. Payment of Ad Valorem taxes on the Property must be kept current.
  - i. Owner must continually maintain and keep the Property in good repair.
  - j. Owner agrees to allow the CRA, or its designee, access to the Property at all reasonable times to determine that the Property is being maintained and repaired.
  - k. Owner shall provide the CRA such documentation as may be required by the CRA to determine Owner's compliance with the terms and conditions associated with the Grant.
- 6) Describe the CRA's legal remedies and potential penalties to be imposed on the Owner in the event of a default of the Owner's obligations and covenants, as follows:
- a. Breach of Covenants: If the Owner fails to comply with any of the obligations and/or covenants of the Agreement, and if the Owner has not remedied said breach within any cure period approved by the CRA at its sole discretion, the CRA may exercise any or all of the following remedies:
    - i. Terminate any further funding of the Grant, and
    - ii. Enforce specific performance by Owner of its obligations, and
    - iii. Demand immediate repayment of the Grant amount funded to date and accrued interest, and
    - iv. Pursue any other rights and remedies afforded under Florida Law.
- 7) Compliance to Covenants: If the Owner has complied with all of the terms, conditions, and covenants of the Agreement, the Lien on the property shall be released upon request and all potential obligations to repay the Grant shall be terminated.



4) Financial Disclosure	
<b>Amount of Grant Requested:</b>	\$
<b>Project Budget – Sources/Uses of Funds</b> (complete Attachment A: Project Budget)	
Owner Equity:	\$
Other Funds:	\$
Grant Request:	\$
<b>Total Project Funding:</b>	\$
My Property Is up to date with taxes, fees, and complies with City codes and regulations:	
Yes____ No ____	
If the Applicant has received loan or grant assistance from a City-managed financial assistance program for a project at this address, please specify the program(s) and the loan/grant amount(s).	
1.	\$
2.	\$

[illegible]

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

**PLEASE NOTE: Grant review cycle runs every two months.**

For multiple signers: This Application may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

**I ACKNOWLEDGE THAT I HAVE RECEIVED AND UNDERSTAND THE GRANT GUIDELINES HEREIN ABOVE STATED. IN ADDITION, BY EXECUTING THIS APPLICATION, I ACKNOWLEDGE THAT I AM LAWFULLY AUTHORIZED TO EXECUTE THIS APPLICATION.**

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who [ ] is personally known to me or [ ] has produced identification.

Type of identification produced: \_\_\_\_\_.

My commission expires:  
(Notary Seal)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Print Name

**Mail or hand deliver completed application form to:**

Community Redevelopment Department

City of Tampa / 306 East Jackson Street 2N / Tampa, FL 33602

**For question call the Community Redevelopment Department at 813-274-8325.**



## SECTION 11 – ELIGIBLE CRA AREA MAP

