Neighborhood Paint Program

Program Guidelines and Application Packet

Approved by the Gainesville City Commission November 5, 2020

Revised program approved _____ (Escribe #2023-**922**)

Gainesville Community Reinvestment Area

Contents

Program Guidelines

Application

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. 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 neighborhoods. 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 3).

Section 2. What is offered

The Program provides 100 percent assistance to homeowners within eligible neighborhoods to pressure wash and paint the exterior of their home.

Section 3. Eligibility

Property Requirements

The 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 an eligible neighborhood within the Reinvestment Area. The following neighborhoods are eligible for the Program:

1. Cedar Grove
2. Duval
3. Fifth Avenue
4. North Lincoln Heights
5. Pleasant Street
6. Porters
7. Springhill
8. Sugarhill

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 for the applied-for property. The building cannot have received assistance under this Program or the Gainesville CRA's Residential Paint Program within the past five years.

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.
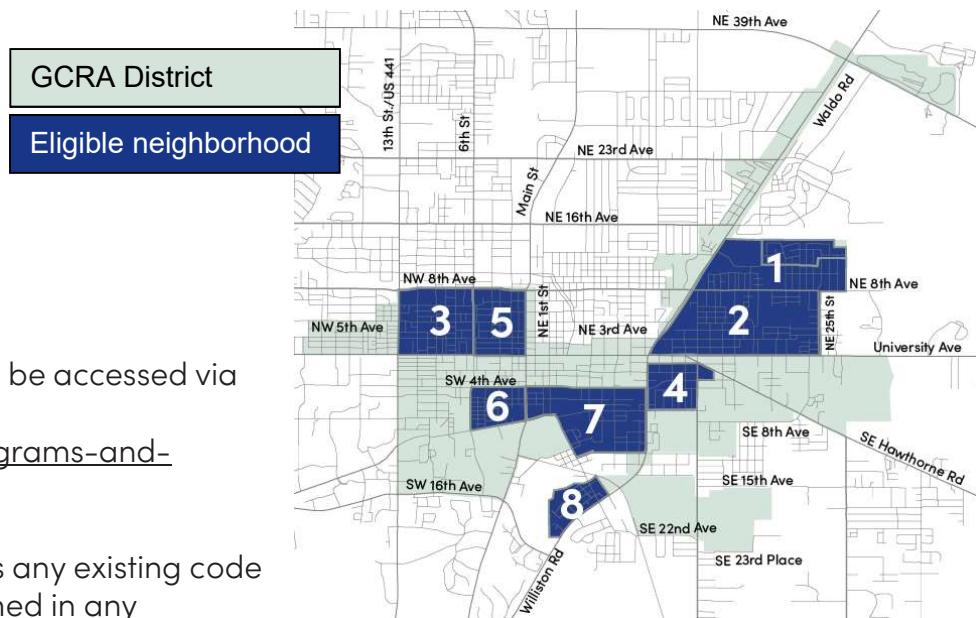
Section 4. How to apply

Step 1: Pre-application period

Applicant contacts the GCRA and discusses eligibility requirements and the application process with Program staff.

Step 2: Application submittal
Submit the application by email, mail, or in person at the address below.

Step 3: Application review
GCRA staff will reach out to Applicant within 30 days with notice of approval, denial, or necessary revisions. Applicant will have 30 days to make any necessary revisions or changes. Completed applications are approved in the order they are received.

Step 4: Application approval
Once the Application is approved, Program staff will arrange a meeting with the Applicant and the designated contractor. An estimate will be provided to the Project Manager for approval.

Step 5: Project completion
Program staff arranges a day and time for the work to begin and places a yard sign outside the home to advertise the Program to neighbors. The sign will stay up for the duration of work and 30 days after. Painting is usually completed within 30 days.

Step 6: Post-project wrap up
Once the Project is completed, GCRA Staff inspects to verify the work was done in accordance with the Program guidelines. Pictures of the finished project will be taken and used for program updates and marketing. Easement is placed on the property for five years by the City to ensure that the work performed is maintained in good condition.

Return completed application to:

Email
GCRAprograms@gainesvillefl.gov

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
ATTN: Neighborhood Paint Program
PO Box 490, Station 48
Gainesville, FL 32627

Section 5. 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.

Section 6. 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 7. Nondiscrimination

The City of Gainesville/GCRA does not discriminate on the basis of sexual orientation, race, color, gender, age, religion, national origin, marital status, disability, or gender identity. The City of Gainesville/GCRA will not allow any such discrimination by or against its employees or citizens utilizing GCRA services, Programs, and activities.

Section 8. Program revisions

The City Manager may approve de minimus changes to this Neighborhood Paint Program that do not involve changes to grant dollar values or Program geographical areas, including eligible neighborhoods. Any changes to grant dollar values or Program geographical areas must be approved by the City Commission.

Section 9. Program metrics

In order to determine the effectiveness of the program, metrics must be collected over the course of each fiscal year for analysis. The metrics to be collected for analysis are (the below items are tracked per targeted neighborhood and in total):

- At the start of the fiscal year each of the eight neighborhoods will have an analysis done to determine the number of eligible properties
  - Annually each neighborhood will be reviewed for the number of homesteaded properties that sets the bounds for the number of potential properties that can take part in the program.
- Tracking number of people by neighborhood that expressed interest in the program with numbers updated internally every quarter
- Tracking the number of people by neighborhood that did not complete the application
  - Analyzing why the application was not completed
- Tracking the number of completed applications by neighborhood with numbers updated internally every quarter
- Tracking number of approved grants by neighborhood
- Tracking amount vendor quotes for work to be done and tracking how much work was invoiced for each approved grant
- Tracking any issues that arise over the course of the work, with the goal being zero issues
- Tracking amount of time taken from approved application to affidavit of completion
- Tracking the number of completed affidavits of completion by neighborhood issued each fiscal year
- Confirming every year that the homes that were painted within the last five years have been maintained in good condition. This confirmation is via a photo of the property compared to the original post completion photo.

Section A: Application

Applicant Name:_____

Applicant Mailing Address: _____
   Street   City   State   Zip Code

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.

Which neighborhood is the home located in? _____

Building square footage: _____Number of stories:_____

Number of persons in household: _____

Total household income of all earners over the age of 18*:_____

*Please show the previous year's tax return(s) as proof of income for the listed owner of the property to the GCRA staff member who will note it on the application. The tax document will not be recorded by the City.

_____

Demographic Information (Optional)

Age: ☐ 18–25   ☐ 26–35   ☐ 36–45   ☐ 46–55

                ☐ 56–65   ☐ 66–75   ☐ 76+   ☐ I'd rather not say

Gender: ☐ male   ☐ female   ☐ other _____   ☐ I'd rather not say

Race/Ethnicity: ☐ Hispanic, Latino, or Spanish   ☐ White/Caucasian

(check all that apply)   ☐ African-American   ☐ Asian

                        ☐ Native American   ☐ other _____

                        ☐ I'd rather not say

Section B: Application Checklist

☐ Completed application form

☐ Showing the previous year's tax return for owner(s) of record as proof of income to GCRA staff who will note the amount. The tax document is not kept or scanned by the GCRA.

☐ Color photographs of the existing building showing all exterior sides of the building

Proof of ownership and occupancy

☐ Property tax receipt or deed

☐ Homestead exemption

Section C: Acknowledgement and signatures

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/City 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 after approval of Recipient. 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.

- 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.

- Applicant acknowledges that an easement will be placed on the property for five years. The easement will be that the property owner will be responsible for maintaining the good condition of the paint that was done under the Program. If the applicant allows the Paint to fall into a state of disrepair the GCRA/City can require the Applicant to remedy the identified issue or require the homeowner to pay back the cost of the painting at a pro-rated amount based on a 60-month term. For example, if after 30 months the homeowner does not remedy an identified situation, they would have to pay back fifty percent of the cost of the paint application. At the end of the five-year period the easement will no longer be enforceable. If the homeowner at the end of the five-year period desires a letter stating that the easement is released the City will provide the letter but it will be up to the homeowner to pay for the filing of the letter.

- The applicant is asked to provide a photo of the home to the City each year for five years by email and if a photo is not provided the City will take a photo to ensure that work done under the Program remains in good condition.

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

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

Documentation received:
- ☐   Application
- ☐   Proof of income shown by prior year tax document the document itself is not kept or scanned by the GCRA.
  - Income: $_____
  - Number of household members: ___
- ☐   Proof of Ownership
- ☐   Applicant Agreement
- ☐   Color photographs showing all exterior sides of building

Approval:

☐   Approved

☐   Denied. Denied. Reason and steps taken to resolve: _____

    Date Applicant notified in writing of Approval/Denial:_____

Affidavit of Completion: 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