



Merritt Island Redevelopment Agency Commercial Façade Incentive Program 2020 POLICIES AND PROCEDURES

I. GOAL

The goal of the Commercial Façade Improvement Incentive Program (CFIP) is to incentivize façade improvements on blighted commercial properties, in the Merritt Island Redevelopment Area. The program provides a financial incentive award to **commercial property** owners by leveraging their investment in the façade redevelopment of their properties. With the availability of matching funds through this program, the improvements reduce blight, have a positive visual impact on the community, and thereby increase the economic benefit to the Merritt Island Redevelopment Area. The Incentive Award is conferred or bestowed to the Applicant that meets the required criteria as adopted by the Merritt Island Redevelopment Agency (MIRA) Board of Directors.

II. OBJECTIVES

II. A. Removal of Blight – The proposed **project** shall visually demonstrate how the improvement(s) to the property remove the impression of **blight** as a result of the rehabilitation work and improve and aesthetically enhance the property.

II. B. Community Impact – The proposed **project** shall demonstrate an overall transformative façade improvement that is a safe, secure and convenient environment, thus encouraging and promoting further economic development and redevelopment in the community.

II. C. Environmental Consideration – The proposed **project** shall demonstrate, when applicable, appropriate environmental design measures and build practices that meet the objectives of environmental conservation and current County efforts to improve the Indian River Lagoon System.

II. D. Safety, Security and Convenience – The proposed **project** shall specify elements, when applicable, that encourage a safe and convenient business environment for customers and employees.

II. E. Architectural or Historical Preservation – The proposed **project** that demonstrates the historical preservation or restoration of a qualified historical property may qualify for a higher categorical level of award.

II. D. Enhanced Landscaping – The proposed **project** is encouraged to provide landscaping as a component of a larger project. Environmental conservation measures should be practiced whenever applicable to include Florida-friendly planting material and sustainable irrigation alternatives.

III. DEFINITIONS

III. A. Additional Improvement Funding is defined as any remaining award amount up to the maximum that has not been allocated for a defined project within the award incentive period. Once the



Merritt Island Redevelopment Agency Commercial Façade Incentive Program 2020 POLICIES AND PROCEDURES

applicant has received an incentive award, any remaining dollars within the category that have not been awarded may be requested by submitting a supplemental agreement one time in the first twelve months of approval for the MIRA Board of Directors to consider. If the additional improvement funding is approved the total incentive award still cannot exceed the overall categorical incentive award total within the initial five-year period.

III. B. Applicant is defined as the property owner of record and/or the authorized property owner's representative; a tenant with notarized owner statement of approval to make improvements and received Grant funds.

III. C. Awardee/Grantee is defined as the applicant who has qualified under the adopted criteria of the Incentive Award Program and has received approval for their proposed project from the MIRA Board at a public meeting.

III. D. Award Incentive Period is defined as the time-period an Applicant can seek an incentive award. Incentive awards cannot exceed the overall award total of the incentive awarded within a five-year period. The owner/applicant agrees to maintain the approved project improvements for a period of five (5) years as part of the signed, notarized agreement upon receipt of funds. If a property is sold within the five-year period, the owner must notify the buyer of the requirements of the award with respect to maintaining the funded improvements for the remainder of the agreement term.

III. E. Blight is defined as property that is in an accelerated process of deterioration, neglect, or negatively impacted by adjacent properties that are already identified as blighted and meets the definition of **Blighted Area** outlined in Section 163.340(8), Florida Statutes, which includes, but is not limited to, such diverse matters as irregularity of the plots, inadequacy of the streets, diversity of land ownership making assemblage of property difficult, incompatibility of existing mixture of residential and industrial property, deterioration of site or other improvements, incidence of crime, traffic congestion and pollution.

III. F. Commercial Property refers to property occupied or utilized by an organization or enterprising entity for the purposes of being engaged in commercial, industrial, or professional activities, including multifamily residential property. The property must be designated as multi-family, mixed use, commercial or industrial or other similar use codes utilized by the Brevard County Property Appraiser's Office and designated similarly by the Brevard County Tax Collector's Office.

III. G. Grantor is the Merritt Island Redevelopment Agency, or MIRA.

III. H. Ineligible Applicant Applicants must pay property taxes and have any unpaid taxes paid in full prior to submitting their application.



Merritt Island Redevelopment Agency Commercial Façade Incentive Program 2020 POLICIES AND PROCEDURES

III. I. Incentive Award is defined as a conditional, performance-based financial incentive to an Awardee/Grantee for a portion of the costs associated with an approved project within the MIRA Redevelopment Area that is based on the categorical incentive awards schedule below.

III. I. 1. The funds awarded will be provided on a percentage reimbursement basis **after** the MIRA Board approves the project. No funds will be provided until all work is complete, passed final permitting inspections, paid in full and all documentation required for reimbursement has been approved.

III. I. 2. Awards cannot be combined. Multiple projects may be considered based on each parcel having a separate tax ID number.

III. I. 3. A one-time extension request must be submitted and approved by MIRA Staff prior to the expiration of the twelve-month period.

III. I. 4. All private funds must be allocated, and related work associated with the project completed, prior to the release of MIRA funds.

III. I. 5. The owner will be responsible for all debt incurred.

III. I. 6. The MIRA funds are conditional incentive award dollars subject to maintaining the Award improvements for a period of five years.

III. I. 7. All requested documentation is required for percentage reimbursement.

III. I. 8. All Awards are subject to revocation upon failure to adhere to the program conditions.

III. I. 9. There is no stacking of eligible award categorical amounts.

III. I. 10. Commercial Condominium properties are eligible with Registered and Authorized Condominium Associations and the Association's written authorization.

III. J. Incentive Award Categories

III. J. 1. Standard Incentive Award (fifty percent match of funds for Incentive Awards up to \$10,000). All projects for a single tenant stand-alone property may be considered for the standard incentive. All other properties must meet at least two of the **qualifying criteria** to apply for a Standard Incentive award and be ranked in such a position by the MIRA Board as to be eligible for the limited funds. Applicants that meet at least four of the qualifying criteria may be eligible for an award that exceeds the Standard Incentive.

III. J. 2. Qualifying Area Incentive Award (fifty percent match of funds for Incentive Awards up to \$25,000). Properties in qualifying areas that meet a minimum of **four** of the qualifying criteria as outlined below may be considered for the larger targeted area incentive. At least sixty percent of the MIRA Board members who are in attendance must vote in favor of the project.

Qualifying Criteria:

Properties must meet a minimum of **four** criteria to be awarded the Qualifying Area Incentive award amount.



Merritt Island Redevelopment Agency Commercial Façade Incentive Program 2020 POLICIES AND PROCEDURES

III. J. 2. a. Consistent relative drop of subject property in taxable value at a minimum of 10 percent over previous five years, (based on Brevard County Property Appraiser records) relative to the average rate of property value change in Brevard County).

For example, if the subject property has decreased in taxable value in last five years from \$100,000 to \$95,000, which is a five percent drop; and the average rate of property value in the County has increased over the same time-period by five percent. This would qualify as the ten percent relative drop threshold having been met. Conversely, if the County Taxable value dropped by five percent and the subject property by ten percent, the relative threshold drop would only be an unqualified five percent.

III. J. 2.b. Age of Structure.

III. J. 2.c. Location of property – Any property where any portion of the subject property is located within 500 feet of the center of any intersection of either SR. 3/Courtenay Parkway; or any intersection of SR 520/ E. Merritt Island Causeway within the MIRA Redevelopment Area.

III. J.2.d. Properties within the Merritt Park Place Area as defined by the MIRA Redevelopment Plan.

III. J. 2.e. Any property located within a development overlay area that was adopted within the previous five years.

III. J. 2.f. Any property abutting at least two nonconforming properties (as defined by Brevard County Code).

III. J. 2.g. Any property that is removing signage that is out of compliance with the Brevard County Code and upgrading signage to be in compliance with current applicable code.

III. J. 2.h. Any property that fronts a roadway, has a predominant commercial structure visible from said roadway, and said roadway has a minimum traffic volume of 15,000 vehicles (Average Annual Daily Traffic Volume) as determined by the Florida Department of Transportation, Brevard County Traffic Operations, or other qualified acceptable study.

III J. 3. Multi-Business Tenants Property Owner Incentive (forty percent match of funds for Incentive Awards up to \$50,000) An owner leasing property to three or more street-level, street-facing commercial structures may be considered for the award. Owner sixty percent participation, MIRA forty percent participation award. At least sixty percent of the MIRA Board members who are in attendance must vote in favor of the project.

III.J. 4. Historic Restoration Incentive (forty percent Incentive Awards up to \$30,000) To qualify for the historic restoration incentive, the subject property must be eligible for designation as a historic structure by the Brevard County Historical Society, or be eligible to be classified as a contributing structure to a historic district, or be included on a locally defined historic building inventory, and that any improvements be consistent with the historical character and preservation of the property and surrounding area. Owner sixty percent participation, MIRA forty percent participation award. At least sixty percent of the MIRA Board members who are in attendance must vote in favor of the project.



Merritt Island Redevelopment Agency Commercial Façade Incentive Program 2020 POLICIES AND PROCEDURES

III. J. 5. Sign Code Compliance Awards (fifty percent match of funds for Incentive Awards up to \$5,000) Properties that are considering bringing their non-conforming signs into compliance, as defined by County Code, may be considered for this award.

III. J. 6. Architectural or Engineering Service Award (up to \$5,000 dollars for Incentive Awards) Properties that require architectural or engineering services directly related to the project may be considered for the award as an eligible item up to \$5,000.

III. K. Project is defined as proposed improvements to an existing commercial structure and/or property (one tax parcel ID) within the designated Merritt Island Redevelopment Area. Improvement of any one structure, including any accessory structures, shall constitute one project, even if the structure occupies more than one parcel of property or is owned by more than one owner. Only one award per Brevard County property tax ID number. **NOTE: Application for the proposed project must be made prior to the commencement of the project. Any work started at the project site before the application has been approved by the MIRA Board will not be eligible for an award.**

III. L. Project Cost is defined as a MIRA approved project estimate from a licensed contractor or licensed professional in the applicable trade required to perform the work included in the scope of the project. If a Contractor or General Contractor has been hired to do the work, one estimate and copy of licenses are required. Material purchased by the owner/applicant will be considered as Project Costs on a case-by-case basis with detailed specifications provided. Sweat equity hours by the property owner/applicant will not be eligible. Upon completion of work and final inspections are complete, the applicant is required to submit all requested documentation to MIRA Staff. **For additional information, see Section IV. Eligible Expenses and Ineligible Expenses.**

III. M. Property is defined as a deeded and recorded property with a single tax parcel identification number.

III. N. Property Owner/Ownership is defined as the recorded owner as evidenced by a recorded deed with the Brevard County Clerk's Office and found in the Brevard County Property Appraiser's Records. Condo Associations may apply under one property ownership with provision of the recorded documentation. Property taxes must be paid in full prior to the application date.

III.O. Property Owner's Representative is defined as the property owner's authorized representative(s) as reflected in a notarized letter by the Property Owner of record.

IV. APPLICANT QUALIFYING CRITERIA

IV. A. 1. Property taxes must be paid in full prior to the application date.

IV. A. 2. In order to receive an award, the owner/applicant must agree to indemnify and



Merritt Island Redevelopment Agency Commercial Façade Incentive Program 2020 POLICIES AND PROCEDURES

hold harmless MIRA from all claims associated with the work conducted on the subject property. The owner/applicant shall indemnify and hold harmless MIRA, its officers, officials, employees, agents, and volunteers from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of its work under the Award Program, where such claim, damage, loss or expense is caused, in whole or in part, by the act or omission of the owner/applicant, or anyone directly or indirectly employed by the owner/applicant.

IV. A. 3. Excluded Applicants: The following conditions exclude applicants from participating in the program:

IV. A. 3. a. Former Façade Grant, or Incentive Award recipients that have received such funds within the last five (5) years at the time the application is submitted to the MIRA Board;

IV. A. 3. b. Applicants that have initiated any of the proposed work prior to MIRA Board approval;

IV. A. 3. c. National franchises that exceed 20,000 square feet;

IV. A. 3. d. Properties that are tax exempt by Brevard County;

IV. A. 3. e. Residential dwelling structures, unless more than fifty percent of the structural space is comprised of mixed uses such as commercial retail sales, service, and/or office uses.

V. ELIGIBLE EXPENSES FOR THE AWARD

V. A. Engineering or Architectural Design work capped at \$5,000.

V. B. All improvements must be visible from the road and meet all applicable Federal, State, and local regulations.

V. C. Demolition required to facilitate approved façade improvements.

V. D. Enhanced lighting and security lighting as part of other project improvements.

V. E. Landscape improvements (irrigation must be available) as long as they are combined with other eligible expenses included in the project.

V. F. New exterior doors, windows and awnings and decorative shutters.

V. G. Signage shall not exceed forty-nine percent of the total project improvement expense. A separate award is available for non-conforming signage (see III.J.5) as defined by Brevard County Code. This separate award cannot be combined with any other award amounts.

V. H. Exterior surfaces, including but not limited to painting, new stucco and stucco bands.

V. I. Vinyl, soffit, gutters, and fascia.

V. J. Roof costs are considered, but not to exceed forty-nine percent of total project improvement expenses. Roof must be a pitched roof and visible from the roadway. Flat roofs are not eligible unless part of the historic architectural character of the building. New roof(s) must be dimensional architectural type shingle, tile or metal.

V. K. Improvements that enhance access, including, but not limited to, handicap ramps,



Merritt Island Redevelopment Agency Commercial Façade Incentive Program 2020 POLICIES AND PROCEDURES

sidewalks, railings, etc., not to exceed twenty percent of total project expenses.

V. L. Fences must be decorative or for security.

V. M. Parking lot resurfacing, restriping, resealing and sidewalks or paver work are eligible, not to be considered routine maintenance and not to exceed fifty percent of total project expenses.

V. N. Other improvements may be considered as long as they meet the goals and objectives of the Award Program.

VI. INELIGIBLE EXPENSES FOR THE AWARD

VI. A. Routine Maintenance. (Wear and tear of normal operations, natural preventable deterioration caused by wind, water, pests or other natural severe weather event.)

VI. B. Underground work, including, but not limited to, irrigation lines, pump and well, septic systems, water lines, pipes, and sewer connections.

VI. C. Improvements not visible from the roadway.

VI. D. Flat roofs unless part of the historic architectural character of the building.

VI. E. Fill dirt.

VI. F. Statues/fountains.

VI. G. New Construction.

VI. H. Multi-Family/Single-Family residential property will not be eligible for program participation.

VI. I. Licensing and/or Permitting is not an eligible expense of the Award program.

VI. J. Residential Uses. (Eligible if less than fifty percent of the structural square footage, awarded on a prorated basis)

VI. K. Work items that were initiated prior to approval of the Award application by MIRA.

VI. L. Items that are not properly permitted, or do not meet code.

VII. INCENTIVE AWARD APPLICATION PROCEDURE

A Commercial Façade Improvement Award Program (CFIP) application (attached **Exhibit A**) shall be submitted at least two weeks prior to the MIRA Beautification Committee meeting for review. Application must be made prior to the project being started. Any work started before the application has been approved by the MIRA Board of Directors will not be eligible for funding.

VII. A. Required documents for the application. Please submit the following with the application:

VII. A. 1. Completed Application Form

VII. A. 2. W-9 form is required from the owner/applicant (not the contractor) for payment purposes.

VII. A. 3. Proof of ownership and/or authorization.



Merritt Island Redevelopment Agency Commercial Façade Incentive Program 2020 POLICIES AND PROCEDURES

VII. A. 3.a. If the Property Owner is using a personal representative, a notarized letter of authorization by the Property Owner of record is required.

VII. A. 3. b. If the Property Owner's current tenant is the applicant, a notarized letter of authorization by the Property Owner is required stating the tenant has permission to do the improvements and will be receiving the Grant funds along with a copy of a the signed lease.

VII. A. 4. Detailed/itemized description of planned improvements to include a written description of how the improvements fulfill the MIRA Objectives.

VII. A. 5. Three or more color photographs of current conditions.

VII.A.6. One estimate/quote/bid for all costs associated with the defined project. Estimates/quotes/bids must individually list all items of work to be performed with a price for each item. Property Owner/Applicant (sweat equity) hours will not be credited as matching value.

VII. A. 7. Copy of the Contractors licenses when applicable.

VII. A. 8. Copy of Final Inspection Report from Brevard County Building Department or another permitting jurisdiction as required.

VII. B. MIRA Staff will review the submitted application package to determine if the documentation is complete and conduct a cost analysis of the request based on accepted industry standards.

VII. C. The application will be presented at the next available MIRA Beautification Committee meeting. The Committee will present their recommendation of the application to the MIRA Board of Directors at the following Board of Directors meeting at which time the MIRA Board will make its decision regarding the application.

VII. D. The owner/applicant or their representative shall attend the meetings and be prepared to respond to questions or inquiries from the Beautification Committee and MIRA Board.

VII. E. A Commercial Façade Improvement Award Program Agreement (**Exhibit B**) will be initiated between the Owner/Applicant and MIRA.

VII. F. Upon completion of the project, owner/applicant shall furnish to MIRA a copy of all paid itemized receipts and cancelled checks (front and back) or notarized cash payment receipts. Copies of signed permit(s), when issued and final inspection reports, if applicable, are required. MIRA reserves the right to perform a final inspection of the completed Project.

VII. G. The **Incentive Award** request will be submitted for payment within 45 days of acceptance of final. A W-9 is required from the owner/applicant to obtaining a vendor number for payment of the **Incentive Award**.

VIII. RESPONSIBILITY

It is the responsibility of the applicant to work within the boundaries of the Merritt Island Redevelopment Agency's Commercial Façade Award Program Policies and Procedures.

IX. RESERVATION OF AUTHORITY

The authority to issue or revise this Policy is reserved to the Merritt Island Redevelopment Agency Board.



Merritt Island Redevelopment Agency Commercial Façade Incentive Program 2020 POLICIES AND PROCEDURES

X. INDEMNIFICATION

The Owner/Applicant agrees to hold harmless, indemnify, and defend MIRA, and its respective officers, agents, volunteers, and employees, at all times from and against any and all liability, loss, damage, expense, cause(s) of action, suits, judgments and claims whatsoever, including attorney's fees, for any and all acts or omissions arising out of this Agreement resulting in any damage to property or injury to, or death of, any person or persons. Below is a non-exclusive list of items whereby Owner/Applicant agrees to indemnify MIRA: (i) any act or omission on the part of the Owner/Applicant, its officers, agents, employees, volunteers, or invitees in the construction, reconstruction, or building of any improvement for which MIRA funds might be reimbursed pursuant to this Agreement; (ii) by reason of any breach, violation or nonperformance of any condition or covenant in this Agreement on the part of the Owner/Applicant; (iii) injury based on a failure to train or supervise workers, employees, contractors, volunteers, or agents of the Owner/Applicant in performing services or supplying material(s) for work that is to be reimbursed pursuant to this Agreement; (iv) failure of the Owner/Applicant, or its employees, agents, or volunteers, to employ safety measures in the performance of work that is to be reimbursed pursuant to this Agreement; (v) injury or negligence of any person arising from the work or material supplied that is subject to reimbursement pursuant to this Agreement; or (vi) failure to follow or correctly follow directions of the State or any other governmental entity. The Owner/Applicant shall pay all claims, losses, judgments, costs, (including attorneys/paralegal fees) associated with this hold harmless/indemnification provision. Both parties acknowledge and agree that specific consideration has been given/received for this hold harmless/indemnification provision., Owner/Applicant voluntarily waives any defense in litigation under this Agreement that said consideration was not given. As part of the indemnification, MIRA shall have its choice of legal counsel. MIRA shall also be named as an additional insured on any necessary insurance policies for the work receiving MIRA funds.

Nothing herein shall constitute a waiver of MIRA's sovereign immunity. MIRA's indemnity and liability obligations hereunder shall be subject to MIRA's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes.

Eddie Lebron, Chairman
Merritt Island Redevelopment Agency Board of Directors
As approved by the MIRA Board on February 27, 2020.