

## Alabaster Downtown Redevelopment Authority

Façade Improvement Grant

### APPLICATION REVIEW CHECKLIST

|                       |   |  |
|-----------------------|---|--|
| Applicant Information | Name  | Property Owner<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |
| Property Information  | Building address for which grant is sought  |  |
|                       | Name of Owner (if different than applicant) |  |

#### Façade Grant Application Checklist:

- Completed and signed ADRA Façade Grant Application
- Proof of building insurance
- Preliminary estimate of cost
- Drawings of proposed improvements
- Current photographs of the property to be improved
- Color and material samples, if relevant
- Historical photograph of the property to be improved, if available

**General Conditions:** The following general conditions must be met in accordance with the Façade Grant Program:

- Yes    No   Property taxes are current
- Yes    No   Property is insured
- Yes    No   Participants have no debts in arrears to the City
- Yes    No   Contractor(s) have a City business license
- Yes    No   Project has been approved by City Planning Commission
- Yes    No   Project can be initiated within 30 days of award
- Yes    No   Project can be completed within 6 months of award

This page intentionally blank.

## **Alabaster Downtown Redevelopment Authority Façade Grant Improvement Program Application**

Please review the program description and the General Conditions prior to filling out this application. One owner or business that occupies contiguous property equals one application. Complete and return it to the City of Alabaster with the items listed in the checklist on page 2 of this application.

|                       |                 |       |
|-----------------------|-----------------|-------|
| Applicant Information | Name            | Phone |
|                       | Mailing Address | Email |

|                      |   |       |
|----------------------|---|-------|
| Property Information | Building address for which grant is sought  |       |
|                      | Name of Owner (if different than applicant) | Phone |

**Proposed improvement(s) - *Check all that apply***

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Awnings                                 | <input type="checkbox"/> Exterior paint (if used as an architectural element) | <input type="checkbox"/> Replacement of missing decorative features                |
| <input type="checkbox"/> Restoration of doors, windows, chimneys | <input type="checkbox"/> Improving ADA access                                 | <input type="checkbox"/> Storefront or façade rehabilitation                       |
| <input type="checkbox"/> Restoration of doors, windows, chimneys | <input type="checkbox"/> Historic preservation-related maintenance            | <input type="checkbox"/> Other proposed façade improvements (please specify below) |

---

---

---

---

---

---

---

---

**Please describe the scope of the proposed project below.** (Include a summary of the building's current condition, areas to be improved, and how the improvements will be made, as well as any proposed materials or colors.

***The following items must be submitted with the Façade Grant Application:***

- Completed and signed ADRA Façade Grant Application
- Proof of building insurance
- Preliminary estimate of cost
- Drawings of proposed improvements
- Current photographs of the property to be improved
- Color and material samples, if relevant
- Historical photograph of the property to be improved, if available

I agree to comply with the guidelines and standards of the ADRA Façade Improvement Program, and I understand that this is a voluntary program, under which the Alabaster Downtown Redevelopment Authority has the right to approve or deny any project or proposal or portions thereof.

Applicant(s) Signature \_\_\_\_\_ Date \_\_\_\_\_

Building Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_  
(if different from applicant)

**ALABASTER DOWNTOWN REDEVELOPMENT AUTHORITY**  
***Façade Grant Improvement Program Agreement***

---

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Alabaster Downtown Redevelopment Authority (hereinafter referred to as “ADRA”) and the following designated OWNER/LESSEE, to witness:

Owner Name: \_\_\_\_\_

Lessee’s Name: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Address of Property to be improved:

\_\_\_\_\_  
\_\_\_\_\_

**WITNESSETH:**

**WHEREAS**, the ADRA has established a Façade Improvement Program for application within the Downtown Redevelopment District (“District”); and

**WHEREAS**, said Façade Improvement Program is administered by the ADRA and is funded by the general fund for the purposes of controlling and preventing blight and deterioration within the District; and

**WHEREAS**, pursuant to the Façade Improvement Program, the ADRA has agreed to participate, subject to its sole discretion, in reimbursing owners/lessees for the cost of eligible exterior improvements to commercial establishments within the District up to a maximum of \$25,000 of the approved contract cost of such improvements; and

**WHEREAS**, the OWNER/LESSEE’S property is located within the Public Square Overlay District, and the OWNER/LESSEE desires to participate in the Façade Improvement Program pursuant to the terms and provisions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements obtained herein, the ADRA and the OWNER/LESSEE do hereby agree as follows:

## **SECTION 1**

With respect to the façade improvements to the structural elevation fronting a public roadway and related improvements, the ADRA shall reimburse the OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE'S property up to a maximum amount of \$25,000. The actual total reimbursement amounts per this Agreement shall not exceed \$\_\_\_\_\_ for façade improvements. The improvement costs, which are eligible for ADRA reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work as shown on the plans, design drawings, specifications, and estimates approved by the ADRA. Such plans, design drawings, specifications, and estimates are attached hereto as **EXHIBIT A**.

## **SECTION 2**

No improvement work shall be undertaken until its design has been submitted to and approved by the ADRA. Following approval, the OWNER/LESSEE can commence the work within 30 days of the date of this signed agreement. All project work should be completed within six months of the date of this signed agreement, unless otherwise authorized. All contractors performing the work must be licensed by the City of Alabasster, Alabama.

## **SECTION 3**

The following general conditions will apply to all projects: Improvements funded by the grant will be maintained in good order; graffiti and vandalism will be dutifully repaired. Property taxes must be current, participants may not have debts in arrears to the City, and the property must be insured. All contractors must obtain City business licenses prior to beginning work.

## **SECTION 4**

The City Building Inspector shall periodically review the progress of the work on the façade improvements pursuant to the Agreement. Such inspections shall not replace any required permit inspection by the Building Inspector. All work which is not in conformance with the approved plans, design drawings, and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings, and specifications and the terms of this Agreement.

## **SECTION 5**

Upon completion of the improvements and upon their final inspection and approval by the City Building Inspector approval by the City Building Inspector, the OWNER/LESSEE shall submit to the ADRA a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in

furnishing labor, materials, or equipment necessary to complete the façade improvement related work. In addition, the OWNER/LESSEE shall submit to the ADRA proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The ADRA shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers, issue a check to the OWNER/LESSEE as reimbursement for the approved construction cost, subject to the limitations set forth in Section 1 hereof.

## **SECTION 6**

If the OWNER/LESSEE or the OWNER/LESSEE'S contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings, and specifications and the terms of this Agreement, then upon written notice being given by the City Administrator to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the ADRA shall cease and become null and void.

## **SECTION 7**

The OWNER/LESSEE releases the ADRA from, and covenants and agrees that the ADRA shall not be liable for, and covenants and agrees to indemnify and hold harmless the ADRA and its officials, officers, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the façade improvement(s). The OWNER/LESSEE further covenants and agrees to pay for or reimburse the ADRA and its officials, officers, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The ADRA shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said façade improvement(s).

## **SECTION 8**

Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the façade improvement provided for in this Agreement.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement on the date first appearing above.

OWNER

LESSEE (if applicable)

\_\_\_\_\_

\_\_\_\_\_

Alabaster Downtown Redevelopment Authority

\_\_\_\_\_  
ADRA Chairman

ATTEST: \_\_\_\_\_  
ADRA Secretary