

# Downtown Development Authority

## City of Gladstone

### FAÇADE GRANT CONTRACT AGREEMENT

This Façade Grant Contract Agreement (hereinafter referred to as the “Agreement”) is made by and between the **City of Gladstone Downtown Development Authority (DDA)**, under its Tax Increment Financing (TIF) Plan and in accordance with **Public Act 57 of 2018**, and the **Grantee** (property owner) for the restoration, preservation, and renovation of downtown buildings within the designated downtown district.

**Program requirements are included as part of this Agreement and must be adhered to in their entirety.**

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#### PROGRAM REQUIREMENTS

1. **Matching Grant Funding:** The property owner is required to provide a 1:1 match for the funding contributed by the DDA. This means the property owner’s contribution must equal the amount provided by the DDA.
2. **Payment Structure**
  - The owner’s matching funds must be paid **upfront to the City of Gladstone’s Downtown Development Authority**, upon project funding approval, and before any grant funds are released.
  - The owner’s match will be reimbursed **first**, and additional payments will follow the schedule outlined in the funding disbursements section of this agreement.
  - Matching funds related to other non-façade work (e.g., interior improvements) may be considered during the project approval process.
3. **Funding Disbursements**
  - Up to **50% of the total project cost** will be disbursed upfront to purchase materials and initiate work.
  - Additional disbursements may be considered as the project progresses, with proper documentation, including lien waivers.
  - Final payment (up to 25% of the project cost) will be withheld until:
    1. All work is completed as outlined in the Façade Grant Contract Terms.
    2. Final inspection is conducted by the owner and building inspector or grant administrator.
4. **Lien Requirements**
  - A lien will be placed on the property through a mortgage and mortgage note, filed with the Register of Deeds for a period of five years.
  - The lien will be removed and the loan/grant forgiven after five years if the property retains its business status.
    1. **Business Operations:** The nature of the business may change during the five-year period, but the property must remain a viable business throughout.
    2. **Sale of the Property:** If the business is sold within this five-year period, the remaining balance of the grant/loan can be repaid to the City of Gladstone’s Downtown Development Authority. If the property is sold and continues to operate under new ownership, the lien may be transferred to the new owner.
    3. **Closure of Business:** If the business activities are abandoned or the business ceases to exist, leaving the property vacant or underutilized within the five-year period, the grant/loan must be repaid to the DDA on a pro-rated basis as follows:
      - 80% repayment after one (1) year.
      - 60% repayment after two (2) years.
      - 40% repayment after three (3) years.
      - 20% repayment after four (4) years.

- The property owner is responsible for fees associated with lien removal.

## 5. Information Privacy

- All information submitted by property owners and contractors as part of the façade grant program is subject to the Freedom of Information Act (FOIA).
- Information may be made available to the public upon request, in accordance with the City of Gladstone's established FOIA procedures.
- Proprietary, financial, or sensitive personal information that qualifies for exemption under FOIA will be protected to the extent permitted by law.

## 6. Eligibility

- Projects must be located within the DDA district, and the property's primary use must be business-related.
- Grant funding applies to the **front façade** and any additional visible sides of the building from the streetscape or foot traffic.
- A current business owner who receives funding must wait a minimum of five years before reapplying for additional façade grants.

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## CONTRACTOR REQUIREMENTS

### 1. Selection of Contractor

- The property owner is responsible for selecting a contractor.
- The contractor must provide proof of **insurance**, a **license**, and a **W-9** form prior to receiving any funding and/or beginning work.

- ### 2. Sworn Statement:
- The contractor must provide a sworn statement certifying that all subcontractors, suppliers, and contractors have been paid in full before receiving final payment.

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## PROJECT REQUIREMENTS

### 1. Completion Timeline

- Approved projects must be completed within **one year** of City Commission approval.
- Projects exceeding the one-year timeframe will need to reapply for funding.

### 2. Additional Reviews

- Projects requiring additional reviews must demonstrate compliance with applicable regulations before the release of final funds or the commencement of work.
- Potential required reviews may include:
  - **Building Permit**
  - **EGLE Compliance**
  - **Mechanical/Electrical Permit**
  - **Sign Permit**
  - **Site Plan Review**
  - **Zoning Compliance**
- Any design or material changes made after the DDA approval date must be submitted to the Grant Administrator for approval. Changes may need to be approved by the sub-committee or full DDA depending on the scope of the change. Failure to have changes approved could result in forfeiture of grant funds.

The DDA reserves the right to add conditions or terms to a grant project. Any terms and/or conditions added to a grant project beyond the scope of the project guidelines will be submitted in writing to the Grant Applicant and agreed upon prior to any grant work commencing.

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**By signing this Agreement, the undersigned acknowledges and agrees to the terms and conditions outlined herein.**

**Grantee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Grant Administrator Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_