

City of Sebastopol Façade Improvement Program



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Fiscal Year 2018-19

*City of Sebastopol
Planning Department*

Dear Business/Building Owner:

The City of Sebastopol offers a program aimed at encouraging local businesses and property owners to improve commercial and industrial buildings. Upgrades, maintenance, and aesthetic enhancements will benefit the entire community and enhance the local economy.

With these objectives in mind, subject to funding availability, the Sebastopol Façade Improvement Program will provide a *rebate* for expenses incurred on new exterior property improvements made to commercial or industrial buildings within the City of Sebastopol.

The program will reimburse a property owner or tenant for 50% of new improvements up to \$2,500. Eligible improvements include painting, new signage, awnings, landscaping, exterior lighting and local permit fees.

The objective of the Façade Improvement Program is to provide an incentive to property owners and/or tenants to enhance the physical appearance of buildings and landscapes. This public/private partnership investment is intended to leverage private capital with public funds for greater community economic benefit. A key aspect of this program is a simplified approval process for you, the applicant.

To apply for the program a building owner or tenant, with the owner's approval, should fill out the attached application and include bid estimates for the proposed improvement(s). The Planning Department then reviews the submitted application and a qualifying decision is given.

For approved projects, requests for reimbursement must be made in the same Fiscal Year as when the project was approved, no later than June 1.

I hope you have an interest to participate. If you would like to apply for or discuss the program in more detail, please contact me at (707) 823-6167, or email me at: dmorrison@cityofsebastopol.org

Sincerely,

Dana Morrison
Assistant Planner

CITY OF SEBASTOPOL
FAÇADE IMPROVEMENT REBATE PROGRAM

APPLICATION

1. Applicant Name: _____ Contact Person: _____

Phone # _____ Fax # _____ E-Mail: _____

Business Name: _____ DBA: _____

Web site: _____

Property Address: _____

Mailing Address: _____ City: _____ Zip: _____

Total Building Sq. Ft: _____ Building Street Frontage: _____

Parcel # _____

Are you: Owner/Occupant Tenant Expiration of Lease: _____

Please check one: Proprietorship Partnership Corporation

2. Type of Business or Businesses in Building: _____

3. Estimated Costs:

A. Please complete the project checklist with bid costs.

Category	Bid Costs
1. Painting	\$ _____
2. Signage	\$ _____
3. Awnings	\$ _____
4. Landscaping and Irrigation	\$ _____
5. Exterior Lighting	\$ _____
6. City Permit Fees	\$ _____

7. Other (Attach separate complete list of all proposed

Improvements and breakdown of bid costs)

\$ _____

Are City permits required for the improvement? Design Review approval
 Encroachment Permit Building Permit No permits required

If permits are required, please indicate status of applications or approvals:

Estimated Date of Façade Project Completion: _____

Total Estimated Costs \$ _____

Project Description: _____

Participant Checklist

1. Please include the following materials:

Copies of signed bids for all improvements

Applicable, Architectural, Landscape, Sign, plans

Awning design (if applicable)

Color and material samples for paint, awnings, signs, etc.

Copy of Sebastopol Business License

Copies of any permits obtained

2. Application Form, signed and dated

3. Terms and Conditions Form, signed and dated

4. Maintenance Agreement Form, signed and dated

5. Indemnification Agreement Form, signed and dated

NOTE: DO NOT START ANY IMPROVEMENTS UNTIL APPROVAL

Name of Applicant: _____
(Please Print)

Signature: _____ **Date:** _____

Name of Building Owner if different from Applicant:

(Print name) *(Phone number)* *(Email address)*

Property Owner signature: _____

Date: _____

CITY OF SEBASTOPOL
FAÇADE IMPROVEMENT REBATE PROGRAM

TERMS AND CONDITIONS

I. Purpose

To encourage rehabilitation of commercial business fronts in designated target areas through the improvement of new signage, painting, landscaping, new facades, and more.

II. Eligible Improvements

- Landscaping and irrigation
- Painting
- New signage and awnings
- Exterior lighting
- Parking lot improvements
- New Facades
- In addition, Planning, Building and Public Works permit fees are eligible (i.e. Design Review Board, Building and encroachment permit fees)

III. Program Benefits

Cash rebate for eligible improvements as follows:

Amount of Rebate
50%, not to exceed \$2,500

IV. Project Requirements

- Project location must be within the City of Sebastopol in a commercial or industrial zoning district.
- Building to be improved must be commercial or industrial in use, as determined by the Planning Department.
- Evidence of a current Sebastopol Business License is required.
- Evidence of property owner approval for the improvements shall be provided.
- Complete rebate application, including estimated costs, must be submitted and approved by the Planning Department *prior* to commencement of work.
- Evidence of any required Caltrans or City permits will be required for *all* applicable improvements *prior* to issuance of any rebate.
- All project improvements shall comply with current Sebastopol City codes and ordinances.
- All project costs must be documented and include invoice.
- Requests for reimbursements must be submitted to the City no later than June 1 of the same Fiscal Year that the project was approved, unless otherwise specified by the Planning Department.
- Contractors must be properly licensed.
- Applicant must provide evidence of liability and Workers Compensation Insurance.
- Contractor(s) and subcontractor(s) must comply with all laws and regulations pertaining to wages.

V. Exclusions

- Property with illegal sign(s). Applicant must remove illegal sign(s) prior to submitting application.
- Project improvements started prior to Planning Department written approval
- New construction projects
- Buildings termed as high or medium seismic risks or having other serious code violations with no plans to correct deficiencies within a reasonable time frame.
- Interior improvements
- Improvements not clearly visible from street frontage.
- Exterior improvements not approved by the Planning Department.
- Improvements without proper and clearly defined documentation. (i.e. City Permits)
- Trading one type of service/job for another, rather than paying to have the service/job performed (i.e. no “bartering”)
- Project costs paid for by CASH. (Must be paid for by check, credit card, or other approved, documented method)
- Seismic work
- Property improvements for a building sold within three (3) years.
- A property is not eligible for this program more than one (1) time.
- Owners of more than one eligible property in the City are not eligible for more than two (2) grants per Fiscal year.

VI. Application Approval Process

- The Planning Department shall review the complete application for approval.
- Applicants will receive written notice of approval, including any modifications, or denial of project within ten (10) working days of the Planning Department review meeting.
- The project may be denied without cause, due to such events as, lack of funds or a change in the scope or priority of the program or other program factors determined by the City Manager and/or the Planning Department. The City reserves the right to cancel the program at any time.

VII. Display of Rebate Program Sign

- Applicant *may be* required to display a Façade Improvement Rebate Program sign, from the date of rebate approval until the date of rebate funding.

VIII. Property Maintenance Agreement

- The applicant must sign and submit the “*Façade Improvement Rebate Program Property Maintenance Agreement*” which states that the property must remain in good and attractive condition for a minimum term of three (3) years. It shall be the responsibility of the owner/lessee to inform subsequent owner(s)/lessee(s) of the provisions of this agreement.

IX. Sale of Property within 3 years of Rebate Funding

- In the event the property is sold within three (3) years of the rebate funding, the building owner, whether they are the original applicant or not, agrees to repay the City a prorated amount equal to the proportion of the remaining three (3) years, rounded to the nearest year. Example, if the building is sold two (2) years after the rebate, the repayment amount would be 1/3 of the original rebate funding.

X. Accomplishment of Work

- The applicant agrees to all improvements specified in the application and the Planning

Department's recommendations and/or stipulations that work will conform to City standards. Under certain submittals applicant plans may be subject to design review or other requirements.

- Applicant shall carry out the design, construction, and operation of the Project in substantial conformity with all applicable laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the State of California, the County of Sonoma, the City, or any other political subdivision in which the property is located, and of any other political subdivision, City, or instrumentality exercising jurisdiction over the City, the Applicant or the Property, including all applicable federal, state, and local occupation, safety and health laws, rules, regulations and standards, applicable state and labor standards, prevailing wage requirements, the City zoning and development standards, City permits and approvals, building, plumbing, mechanical and electrical codes, as they apply to the Property and Project, and all other provisions of the City and its Municipal Code (as they apply to the Property and the Project), and all applicable disabled and handicap access requirements, including, without the limitation, the Americans With Disability Act, 42 U.S.C. § 12101 *et seq.*, Government Code § 4450 *et seq.*, and the Unruh Civil Rights Act, Civil Code § 51 *et seq.*
- Supporting documentation may include an architectural rendering (depending upon the extent of the proposed improvements), landscape and irrigation plans, sign plans, paint chips and types of materials to be used and color schemes.
- A deadline for the completion of all agreed-upon improvements will be determined at the Rebate Planning Department meeting and conveyed to the applicant in writing after application approval. If the improvements have not been completed by the deadline, the file may be closed, and the applicant may have to reapply for the program with written substantiation as to why they were unable to meet the deadline.
- Upon completion of all agreed upon improvements, applicant MUST submit copies of cancelled checks (both sides), paid invoices/receipts, permit copies, proper prevailing wage documentation and a description of completed work and costs involved.

XI. Inspection of Project

- Before, during and after improvements are being made, the City of Sebastopol or its designee shall have the right to inspect all work authorized under this program. No rebate check shall be issued until all improvements have been completed to the satisfaction of the inspectors, and the appropriate documentation have been received, reviewed and processed accordingly.

Name of Applicant: _____

(Please Print)

Signature: _____ Date: _____

Name of Building Owner If Different from Applicant: _____

(Please Print)

Signature: _____ Date: _____

CITY OF SEBASTOPOL
FAÇADE IMPROVEMENT REBATE PROGRAM

PROPERTY MAINTENANCE AGREEMENT

The undersigned _____ (“Applicant”) proposes to undertake certain building exterior renovation and/or landscaping improvement work on commercial or industrial property located at _____ (Property Address) in the City of Sebastopol, California.

This agreement is conditional upon Participant’s receiving a Rebate from the City. By executing this agreement and accepting the Rebate from the City, the Participant promises to maintain the Property in good attractive condition for the term of this agreement, as specified below, as follows:

1. The appearance of the building exterior shall not be allowed to deteriorate due to such reasons as chipped or cracked paint.
2. Awnings shall be kept in good condition, safely secured, fully intact, clean and free from tears or tattered edges.
3. Landscaping on the grounds of the Property shall be kept in proper condition by watering and gardening work.
4. The Property shall be maintained in compliance with applicable building and zoning regulations of the City of Sebastopol.

In the event the Participant fails to maintain the Property in good and attractive condition as stated above within a three (3) year period commencing on the date the rebate is paid, and further fails to correct such defective maintenance within 60 days after receiving notice from a representative of the City of Sebastopol to do so, the Participant agrees to repay the City a prorated amount of the Rebate, and the Participant shall be liable to the City for such amount. The prorated amount shall be equal to the remaining three (3) year period.

- This agreement shall be binding upon the owner/lessee and its successors, to said property for a period of three (3) years from and after the date of completion and approval of the improvements provided herein. It shall be the responsibility of the owner/lessee to inform subsequent owner(s)/lessee(s) of the provisions of this agreement. In the event the property is sold within three (3) years of the improvements, the owner agrees to repay the rebate back to the City in the form of a prorated amount of the remaining three (3) year period and the owner shall be liable to the City for such amount.

Name of Applicant: _____
(Please Print)

Signature: _____ Date: _____

Name of Building Owner If Different from Applicant:

(Please Print) (Phone Number) (Email Address)

Property Owner signature: _____
Date: _____

INDEMNIFICATION AGREEMENT

As part of this application, applicant agrees to defend, indemnify, release and hold harmless the City, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void or annul the approval of this application or the adoption of the environmental document which may accompany it or otherwise arises out of or in connection with the City's action on this application.

This indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the City's action on this application, whether or not there is concurrent passive or active negligence on the part of the City.

If, for any reason any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

(Applicant Signature, Date)

NOTE: The purpose of the indemnification agreement is to allow the City to be held harmless in terms of potential legal costs and liabilities in conjunction with permit processing and approval.