



## City of Sand City Façade Improvement Program

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### Explanation

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The City of Sand City is pleased to announce the availability of financial assistance to eligible participants to improve and enhance the physical appearance of the exterior of businesses within commercial areas throughout the City.

Environmental conditions result in the need for repair and maintenance of the buildings exteriors including paint, awnings, signs, windows, entries and doorways, and cladding are in constant need of maintenance and repair. The Façade Improvement Program is an economic development incentive that assists owners and merchants to keep storefronts looking attractive and inviting.

Sand City has designed the program to benefit both building owners and tenants by reimbursing some, or all, of the cost of maintenance and repair and construction, on a case - by - case basis. The City will reimburse up to a maximum of \$5,000 upon completion of eligible improvements.

The City reserves the right to cancel or modify this Program at any time prior to funding approval, without notice.

**Applications may be obtained at City of Sand City Hall.  
Applications must be submitted to the City of Sand City Planning Department  
1 Pendergrass Way, Sand City, CA 93955, by 5:00PM Monday, September 30<sup>th</sup>, 2024.**

### Project Eligibility

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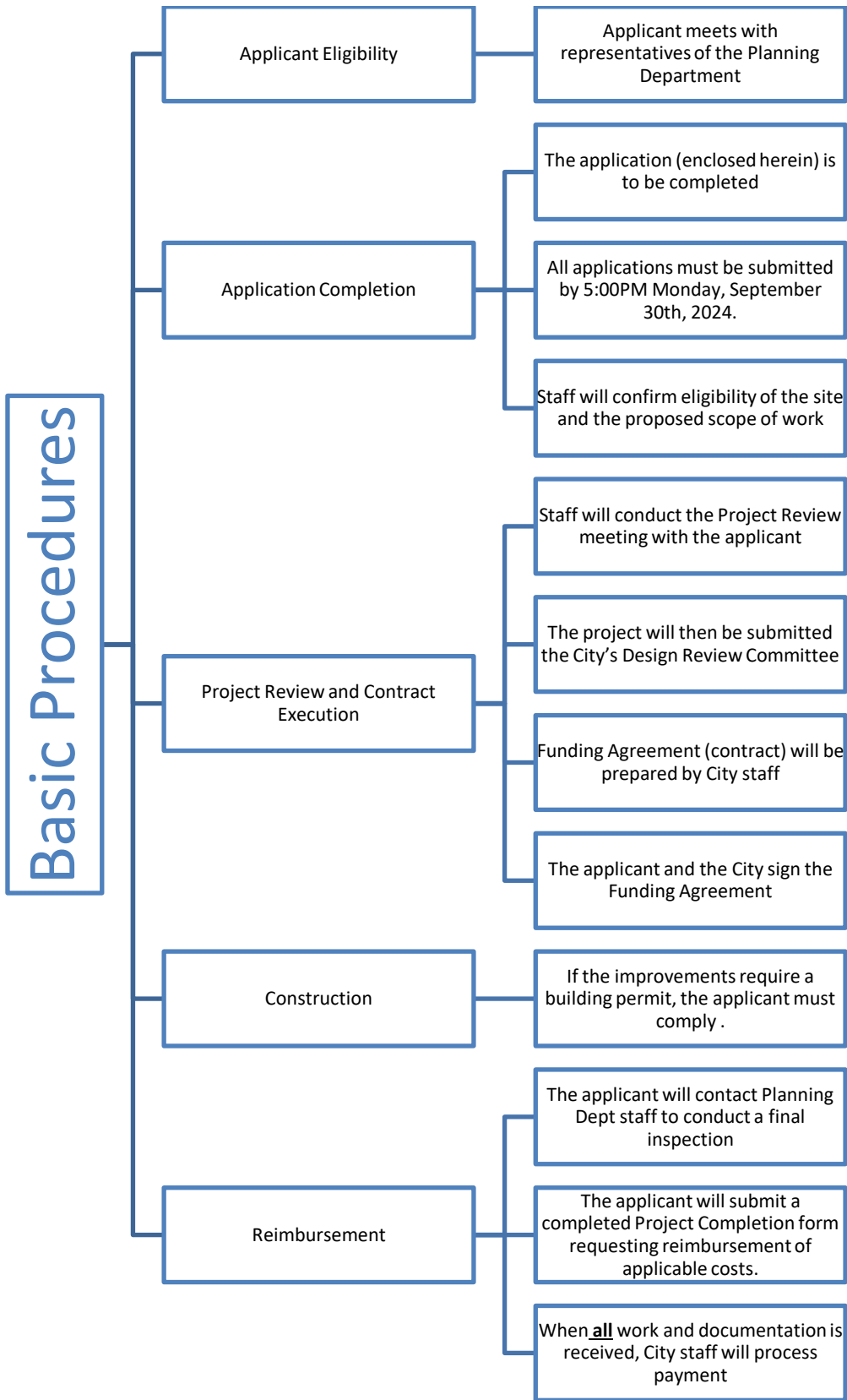
- Eligible Properties: Commercial and Mixed-Use Properties
- Eligible Applicants: Property owners, business owners and commercial lease – holders
- Eligible Projects Generally:
  - Permanent building improvements that comply with design standards;
  - Projects have obtained required Design Review, Building Permit or Encroachment Permit;
  - Projects that have, or will upon project completion, pass annual Fire Safety Inspection;
  - Use of funds to clear façade-related code violations is required prior to any other use.

➤ **Eligible Project Types (including but not limited to)**

- Complete facade rehabilitation or reconstruction including entries;
- Replacement of broken windows and frames;
- New or replacement signage and sign mounting consistent with the Sign Ordinance, including plans by a structural engineer when required;
- Scraping, priming, and painting / repainting of store front architectural elements and surfaces;
- Repair or replacement of missing or broken tile, repointing of brick or other surfaces;
- Repair or replacement of worn awnings or canopies;
- New or replacement landscape planters integrated with façade improvements;
- Removal of metal slipcovers to expose original facade materials;
- Roof repair and replacement where reasonably related to another eligible project type;
- Second story facade and display areas and exterior side walls related to another eligible project type;
- Completion of an eligible project type which has been performed or placed under contract prior to approval of an application;
- Interior repairs and finish-out construction where directly related to a façade improvement
- Other minor repairs when incidental to overall façade improvements;
- Professional, licensed architectural, registered structural engineer and City permit fees may be included in the total improvement costs.

➤ **Ineligible Project Types (Not Eligible For Reimbursement)**

- Parking lots;
- Landscaping;
- Fencing;
- Security improvements;
- Additions that increase the building footprint by 20% or more;
- Technology installation and upgrades;
- Interior repairs and finish-out construction not directly related to a façade improvement;
- Clearance of code violations not related to façade improvement.



**STEP 1 – Determine Your Eligibility**

- Business or commercial property owners and lessees are eligible to apply for Facade Improvement funds if the business to be improved is located within any commercial or mixed-use Zoning District and is a commercial use
- Owner/applicant and, if possible the designer or contractor will meet with planning staff at the site (recommended) or in the office at City Hall to review project location, eligibility, design and any applicable guidelines.

## **STEP 2 – Complete Your Application**

- The application (attached) is to be completed by the business owner, property owner or lessee and submitted in person to City of Sand City Planning Department 1 Pendergrass Way Sand City, CA 93955

**All applications must be submitted to the City of Sand City Planning Department by 5:00PM Monday, September 30th, 2024.**

**\*NOTE: Projects that are eligible for funding will be considered on a first come, first served basis until funding is either exhausted or fully allocated.**

**Applications may be limited due to funding availability.**

- Your application must be accompanied by a written bid, or scope of work prepared by a licensed contractor. If applicable, any bids should factor in prevailing wage, and any project for \$1,000 or more must pay the general prevailing rate of per diem wages for work of a similar character pursuant to Labor Code section 1771.
    - Contractor's bidding must have the following:
      - General Liability Insurance
      - Evidence of current license in effect
      - Must use AIA standard contract
- NOTE: contractors may not be a family member of the applicant.
- City staff will notify the applicant that the application has been received and is under

review, confirm eligibility of the site and the proposed scope of work, and arrange a Project Review meeting.

- City staff will review and evaluate and determine, in writing in a form acceptable to the City Manager, that each project to receive funding will achieve the following program objectives:
  - a) Project Location: This project is located within a commercial or mixed-use or Zoning District.
  - b) Extent of rehabilitation work:
    - This project promotes consistency in design and create a fresh and aesthetically pleasing environment
    - This project entails appropriate exterior rehabilitation of a building and will bring it up to code.
  - c) Impact of project:
    - The project will visually impact the block and streetscape and eliminate actual, or the appearance of, blight.
    - The project will reduce the perception of lack of investment.
    - The project will help to reverse the deterioration of commercial structures in the area.
    - The project will stimulate new, private investment and economic growth.
  - d) Additional investment: The applicant has made additional investments in this property or business.
  - e) Current/proposed use: The current or proposed use is for retail, restaurant, or other retail or commercial purpose.
  - f) There an unrelated code violation on the property, that must be corrected

### **STEP 3 – Project Review and Contract Execution**

- A Project Review meeting is required to be conducted prior to contract execution and construction beginning.
- Staff will conduct the Project Review meeting with the applicant to review the

application. A site visit is recommended, if not conducted previously.

- The project will then be submitted the City's Design Review Committee to for final eligibility approval and the need for Building Permit or Encroachment Permit is determined.
- Once approved and necessary permits are obtained, a Funding Agreement (contract) will be prepared by City staff (attached). Applicant must furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the Community Development Department prior to execution of the agreement.
- A fully executed Agreement will be returned to the applicant, and kept on file with the City.
- Agreement terms will specify that if construction, for which an application has been approved, that begins prior to execution of the contract will void the agreement.

#### **STEP 4 - Construction**

- The funding agreement will specify that the City will defer all or a portion of fees, until the final inspection of projects for which a building permit has been obtained. The City may consider, on a case-by-case basis, the partial release of funds during construction. Evidence of diligence toward project completion will be necessary in such cases.
- Staff may monitor the progress and make periodic inspections during the project. The inspection points will be pre-determined with the applicant, the Building Official and the City Engineer.

#### **STEP 5 - Reimbursement**

- Planning staff, to conduct a final inspection and certify completion of the work referenced in the funding agreement. Where necessary, the Building Official and the City Engineer will issue a final approval, followed by Planning Dept final inspection in every case. A record of permits and inspections shall be maintained by the City.
- The applicant will submit a completed Project Completion form along with copies of invoices, cancelled checks (cash payments are not accepted as proof of payment), requesting reimbursement of applicable costs. City permit and inspection fees will be recovered prior to reimbursement.
- When all work and documentation is received, City staff will process payment. A check will be sent to the applicant.

END



CITY OF SAND CITY

Facade Improvement Program Application

1 Pendergrass Way, Sand City, CA 93955
(831)394-3054 | jpope@sandcityca.org | www.sandcity.org

Date Received: \_\_\_\_\_

Business Name:
Business Address: Business License #
Facade Improvement Description: Attach Written Description
APPLICANT/OWNER
Estimated Project Cost:
PLANNING STAFF
Permit Information Yes No
Notes:

CERTIFICATION - I, the undersigned, under penalty of perjury, certify that I am the applicant for this request, property owner approves this application and that all statements contained herein, including all documents and plans submitted in connection with this application, are true and accurate to the best of my knowledge. I further acknowledge it is my responsibility to determine whether additional permits are required.

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Owner Signature (required): \_\_\_\_\_

Date: \_\_\_\_\_



## CITY OF SAND CITY

### Façade Improvement Program Funding Agreement

The City hereby agrees to provide funds to carry out certain façade improvements ("Project") requested in the application submitted by \_\_\_\_\_ ("Applicant") dated \_\_\_\_\_. The application for funding is hereby accepted and approved in the amount, not to exceed, of

\$ \_\_\_\_\_ ("Funds"). In no instance will the City be liable for any payments or costs in excess of this amount, for any unauthorized or ineligible costs, or for costs incurred after September 30, 2024. This Agreement shall automatically terminate on December 31, 2026.

The City agrees, and Applicant acknowledges, that the City will issue Funds for costs actually incurred by Applicant necessary to carry out the Project and not to exceed \$5,000, solely in the discretion of and upon written determination by the City Manager, or designee, of satisfactory completion of improvements specified in the application, including any ministerial, administrative and discretionary entitlement for the proposed improvement referenced in the application for funding. During the term of this Agreement and for five years after the termination or expiration of this Agreement, the Applicant shall keep appropriate books, records, and accounts in connection with the Project Funds under this Agreement.

Applicant hereby warrants that Applicant has sufficient legal interest in the property upon which Project improvements will be undertaken, for which Funds are requested, to obtain entitlements for, and to contract for improvements referenced in the application requesting funds. Applicant may not assign or otherwise transfer this Agreement.

Applicant agrees, to the fullest extent permitted by law, to release, defend (with counsel of the City of Sand City's choosing), indemnify, and hold the City of Sand City, its officials, officers, employees, volunteers, agents, and the engineers, contractors, and/or architects who prepared plans for improvement referenced in the application free and harmless from any and all claims, demands, causes of action, costs, expenses, attorneys' fees, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, related to, or incident to acceptance of or use of Funds for purposes specified in the application.



Applicant further acknowledges and agrees that the use of these funds is at the sole risk of Applicant and without any liability or legal exposure to the City of Sand City. Applicant agrees that this Agreement is binding on Applicant's heirs, executors, administrators, successors, and assigns specifically related to the subject property and in connection with the transfer of an ownership or possessory interest in any new construction Applicant agrees to notify the transferee of this Agreement.

Applicant further acknowledges and agrees that its officers, directors, employees, agents, and subcontractors shall not have or acquire any interest, directly or indirectly, that creates an actual or apparent conflict with the interests of the City or that in any way hinders the Applicant's performance under this Agreement.

It is Applicant's responsibility to ensure compliance with California Labor Code Section 1720 et seq. Applicant shall indemnify, hold harmless, and defend the City from all additional wages, benefits, fees, damages, penalties, fines, legal fees, court costs, arbitration costs, and other costs arising from Applicant's (or its contractor's) improper application of prevailing wage laws.

The City Manager may immediately terminate this Agreement if he or she determines that (1) the Applicant has failed to perform, or has performed unsatisfactorily, any term of this Agreement, including failing to use the Funds solely for authorized Project activities; (2) the Applicant has made (with or without knowledge) any material misrepresentation of any nature with respect to any information or statements furnished to City in connection with this Agreement; (3) there is pending litigation with respect to the performance by Applicant of any of its duties or obligations under this Agreement that may materially jeopardize or adversely affect the undertaking of or the carrying out of the Project.

\_\_\_\_\_, Date \_\_\_\_\_

City of Sand City Authorized

\_\_\_\_\_, Date \_\_\_\_\_

Applicant

5751244.1



## **CITY OF SAND CITY**

### Façade Improvement Program Application Checklist

- \_\_\_\_\_ Application
- \_\_\_\_\_ Title Report
- \_\_\_\_\_ Business License
- \_\_\_\_\_ Lease Agreement
- \_\_\_\_\_ Owner Authorization
- \_\_\_\_\_ Funding Agreement
- \_\_\_\_\_ Licensed Contractor Itemized Bid

#### Required Entitlements/Clearances:

- \_\_\_\_\_ Design Review
- \_\_\_\_\_ Building Permit
- \_\_\_\_\_ Encroachment Permit
- \_\_\_\_\_ Permit/Code Enforcement History
- \_\_\_\_\_ Fire Safety Inspection (annual review)