

AUBURN DOWNTOWN DEVELOPMENT AUTHORITY
FAÇADE IMPROVEMENT PROGRAM
Application

Address of improvement: _____

Property owner information

Name: _____

Mailing address: _____

Telephone: _____

List below the business names of all tenants on the property:

1: _____

2: _____

3: _____

I understand my participation in the program is conditional upon approval of my plans and specifications by the Auburn Downtown Development Authority and payment of grant funds is contingent upon certification by the City of satisfactory completion of all improvements in accordance with such plans and specifications and all requirements of the Auburn Downtown Development Authority (DDA) Facade Improvement Grant Program, and the DDA reserves the right to accept or reject any application.

I also understand that all improvements I intend for the property are being submitted as part of this façade grant application.

I also agree additional improvements to the property are not eligible for a grant for a period of five years after completion of the improvements in this application either by myself or a future owner of the property.

Signed: _____ Date: _____

owner

AUBURN DOWNTOWN DEVELOPMENT AUTHORITY
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Application

Submit the following documentation as applicable with your completed application form:

- Documentation of current ownership
- Photographs & measurements
- Preliminary drawings
- Written description of improvements
- A business signage plan
- An exterior lighting plan
- A landscape plan
- Proposed time line (must be completed within one year)

Photographs:

The application shall include photographs that shows 90 degrees (or straight on) to the building. If the building is longer rather than shorter, then a series of overlapping photographs will be required to capture the entire building façade. A series of photographs need to be taken for each facade, including:

- One photo that is far enough back to capture adjoining buildings, walks, landscape curb lines, etc.;
- Another needs to be “head-on” filling the top and bottom of the view frame;
- A third photo needs to capture any details within the existing architecture, i.e. brick dental work, intricate moldings, glass or other ornate components and other related insets or setbacks that don’t show head on.

*Submit completed application and required documentation to:
Auburn DDA, 113 E. Elm St., Auburn, MI 48611*

AUBURN D.D.A. FACADE PROGRAM

The goal of this program is to improve the visual appearance of businesses in Auburn which are within the Auburn D.D.A. boundaries. The outcome is not only for the individual business, but for all the businesses and visitors to Auburn.

The Program's Goals

- Promote facade rehabilitation of commercial and mixed use buildings in the DDA district.*
- Preserve quality special characteristics of these areas by helping owners make building improvements that foster a sense of place and overall consistent image for an area.*
- Compliment other revitalization efforts, such as sidewalk and landscaping improvements.*
- Promote an attractive environment for new investment and business activity.*

The Downtown Facade Program is designed to make a significant impact on the look of the downtown area. Front and Side Facades, Masonry, awnings, signage, lighting, painting and storefronts conforming to the Downtown Design Guidelines are all covered under this program.

Eligible work shall include the improvement of building facades, which enhance the **appearance, function, or safety** of a commercial property, provided such work is in accordance with all town design requirements. A facade is defined as that part of a building visible from a public thoroughfare.

A Facade Improvement Grant can be used for a variety of external building facade improvements. Some examples include awnings, highly visible storefront improvements, restoration of original historical windows, doors, and trim where possible, repair or replacement of windows, doors, and trim as part of a larger scope of work, cleaning and/or painting of wood surfaces, cleaning and/or repainting of surface brick and stone, exterior lighting, removal of "modernization" efforts and/or inappropriate non-historic alterations/additions, cleaning and/or replacement of facade siding, and wall improvements including visible side walls and murals.

Grants are available on a first-come, first-serve basis as Auburn DDA funding permits.

AUBURN D.D.A. FACADE PROGRAM

Eligible Activities

The Auburn DDA funds the following components of a facade renovation:

- Awnings and/ or Marquees
- Business Signage (New, Repair, Replacements, or Removal)
- Exterior Lighting, Including Facade and Display Lighting
- Exterior Painting
- Exterior Windows & Doors replacement or repair
- Landscaping
- Removal of Architectural Barriers
- Repair / Replacement of Exterior Inappropriate or Incompatible Exterior Finishes, Materials And Siding Treatments
- Recessing / Reconfiguring Entrances
- Removal of Extraneous Elements
- Graphics
- Roof Repair
- Improvement to Parking Lot
- Handicap Accessible Entrances And Ramps
- Trash and / or Recycle Area Screening
- Other similar improvements which enhance the property

Funding may also be available for the following items:

- City fees
- Design or engineering fees

Ineligible Items / Property

- Signs for Leased property
- Normal maintenance items
- Property that has received grant funding in past five years
- Property which has payment to the City of Auburn in arrears

How You Qualify

- The property must be commercially zoned and must be located within the DDA boundaries.
- The Facade Program only applies to the renovation of existing Commercial property and is not intended for new construction.
- Property owners must comply with design standards set forth in the Design Guidelines.
- The final design is subject to review and approval by the Design Application Process
- All applications and cost must be submitted for approval prior to the beginning of construction.
- All work must be completed within one year

AUBURN D.D.A. FACADE PROGRAM

Phase One

- A completed application must be submitted to the Auburn City Hall.
- Photos, both print and electronic files, of the existing building elevations
- Drawings of proposed improvements (if applicable)
- Written description of proposed improvements, including materials and colors
- A Business Signage Plan if applicable
- An Exterior Lighting Plan if applicable
- A Landscape Plan, if applicable
- Cost Estimate

Phase Two

- After preliminary approval of the project concept, the Auburn DDA may request conceptual drawings, from the property owner.
- The cost of the drawings may be part of the total available funds allocated to the project.

Phase Three

- Furnish the project cost including Labor, Materials, and Professional Design Services
- Note a minimum of two quotes, for work being requested to be funded by the Auburn DDA are required
- Upon receipt of the cost the Auburn DDA will review for the grant approval

Phase Four

To receive funding proof of payment and IRS form W-9 must be submitted

Funding Guidelines

- The Facade Grant Program makes grants of up to \$10,000 available to property owners and business owners, with an additional \$10,000 available, in dollar for dollar matching funds. Limited to exterior improvements and eligible activities.
- Each grant application will be evaluated in terms of consistency with the facade program guidelines, the economic feasibility of the request, the availability of program funds and other review criteria as established by the Auburn DDA.
- All rehabilitation work must comply with all applicable City codes, ordinances, and policies, including but limited to building code requirements, local ordinances (including historic district guidelines, where applicable) and established design standards for the designated area.
- Renovations must be completed within twelve months of the date of project approval

Conditional Grant Agreement

THIS CONDITIONAL GRANT AGREEMENT(this "Agreement") dated as of this _____ day of _____, 20____, is entered by and between the DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF AUBURN, a Michigan public authority organized under the laws of the State of Michigan, of 113 E. Elm St., Auburn, Mi 48611 (the "DDA") and _____, a Michigan _____, of _____, Michigan, 48_____ the owner.

RECITALS

A. The DDA is engaged in a program to enhance the appearance of the downtown district of the city of Auburn by encouraging the coordination and enhancement of building facades as authorized by Act No. 197 of the Public Acts of 1975, as amended ("act 197")

B. The applicant is the Owner of that certain building in the downtown district of the City of Auburn commonly known as _____, The City of Auburn 48611, and more particularly described on the attached Exhibit A (the "Building").

C. The Owner has submitted an application to the DDA for a grant for construct and install upon the building facade improvements described in the plans and specifications attached as Exhibit B (the "Facade Improvements").

D. The Owner and the DDA desire to enter into this agreement to set forth the terms and conditions of the construction, installation and maintenance of the Facade Improvements; and the DDA's grant of certain funds to the Owner upon satisfactory completion of the Facade Improvement, all as set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and the sufficiency of which is acknowledged, for the Owner and the DDA hereby agree as follows:

- I. Completion of Facade Improvements. The property Owner or his agents and contractors shall obtain all the necessary permits and approvals and complete or cause its contractors and/or subcontractors to complete the facade improvements (the "work") within one (1) year of the date of this agreement.
- II. Grant Disbursement.
 - A. Grant amount. Subject to satisfaction of the conditions precedent set forth in this section, the DDA shall disburse a grant to the Owner the amount of _____ Dollars.
 - B. Conditions Precedent to grant disbursement
 1. Completion of the work. Owner and his or her contractors and/or subcontractors shall have completed the work in accordance with approved plans and permits an in accordance with the plans and specifications attached as Exhibit B.
 2. Submittal. The following documents shall be submitted to the DDA:
 - (a) Completed Facade Easement;
 - (b) Invoices and/or contracts documenting the costs of completing the work; or Canceled checks or credit card receipts documenting payment of the costs of completing the work; or lien waivers from all contractors, subcontractors and suppliers;
 - (c) Copy of approved final building inspections and certificate of occupancy (if required); and
 - (d) Photograph of the building Facade(s) prior to and after completion of the work.

Conditional Grant Agreement

(e) Draws may be allowed (3 max) prior to completion at the discretion of the Auburn DDA Board or Director. Proof of payment is required for each draw.

(f) Project may be completed in phases within one year of approval.

- III. Maintenance of facade improvements. The Owner, at its sole cost and expense, shall maintain the facade improvements in accordance with the approved plans and permits and all applicable federal state and local laws and regulations.
- IV. Indemnification. To the fullest extent permitted by law, applicant shall indemnify, defend, and hold harmless the DDA, the City of Auburn, and their elective and appointive boards, commissions, officers, agents and employees (collectively, "DDA Parties"), from any and all present and future liabilities, obligations, orders, claims, damages, fines, penalties and expenses (including attorneys' fees and costs) (collectively, "Claims") arising, directly or indirectly from the acts or omissions of the Owner or its contractors, subcontractors, employees, representatives or agents. Owner's indemnity obligations shall survive the expiration or termination of this agreement.
- V. Insurance. Until completion of the work and disbursement of the Grant by DDA, the Owner shall maintain or shall cause its contractor to maintain commercial general liability and workers' compensation insurance.
- A. Commercial General Liability. A policy in the amount of one million dollars (\$1,000,000) combined single limit, or such other policy limit as the DDA may approve at its discretion, including contractual liability, as shall protect general liability policy hereunder shall name the DDA and the City and its and their respective officers, agents, employees, and representatives as additional insured.
- B. Workers' Compensation insurance. Owner shall furnish to the DDA evidence satisfactory to the DDA that any contractor with whom it has contracted for the performance of the Work of otherwise pursuant to this Agreement carries any applicable Workers' Compensation Insurance as required by law.
- VI. Compliance With Laws. The Owner and his or her contractors or agents shall carry out the work in conformity with all applicable federal, state and local laws.
- VII. Notices. Any notices relating to this Agreement shall be given in writing to the addresses that first appear above and shall be deemed sufficiently given and served for the purposes when delivered personally or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid.
- VIII. Default.
- A. Any failure by the Owner to perform any term or provision of this Agreement shall constitute an "Event of Default" if the Owner does not cure such failure within thirty (30) days following written notice of default from the DDA. Upon the occurrence of an event of default, the DDA shall have the right, in addition to any other rights or remedies (a) to institute any action at law or in equity to cure, correct, prevent or remedy any Event of Default; (b) to recover damages for any Event of Default; or (c) to terminate this agreement by written notice to the Owner. The Owner's indemnity obligations under Section 4 shall survive such termination.
- B. Any failure or delay by DDA in asserting any of its rights or remedies as to any event of default shall not operate as a waiver of any event of default or of any such rights or remedies.
- C. A failure of the Owner to complete payments to the City of Auburn for taxes, utilities and fees.

Conditional Grant Agreement

IX. Miscellaneous terms and provisions.

- A. Severability. If any term, provision, condition or covenant of this agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.
- B. Integrated Agreement. This Agreement represents the entire understanding of the Owner and the DDA as to those matters contained herein. In the event of any conflict between the provisions of this Agreement and the Building Facade Program Guidelines, the provisions of this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties.
- C. No Third-Party Beneficiary. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it.
- D. Governing Law; Venue. The laws of the State of Michigan shall govern the interpretation and enforcement of this Agreement without reference to principles of conflict of laws.
- E. Authority. Each party executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind.
- F. No Agency Relationship. Neither the Owner or the Owner's agents, contractor or subcontractors are or shall be considered to be agents of the DDA in connection with the performance of any of Owner's obligations under this Agreement.

IN WITNESS WHEREOF, the DDA and the property Owner have caused this Agreement to be executed as of the dates set forth below.

DDA:

By: _____, Chair

Owner:

By: _____

Name: _____

Its: _____

FACADE EASEMENT

This facade easement is granted this ____ day of _____, 20__, by

a _____ of _____, _____ Michigan, 48____
(the "Grantor"), to the Downtown Development Authority of the City of Auburn, a Michigan public authority organized under the laws of the State of Michigan of 113 E. Elm St., Auburn, MI 48611 (the "DDA")

RECITALS

- A. The Grantor is the owner of real property located in the City of Auburn, Bay County, Michigan, commonly known as _____, and more particularly described as (the "premises"): permanent parcel # _____.
- B. The DDA is engaged in a program to enhance the appearance of the downtown district of Auburn by encouraging coordination of facade designs and other means as authorized by Act No. 197 of the Public Acts of 1975, as amended.
- C. In order to achieve the purposes of Act 197 and the DDA's adopted development and tax increment financing plans, the DDA has made a grant of certain funds (the "grant funds") to the Grantor to assist the Grantor with the enhancement of the facade of the building located upon the Premises (the "Building").
- D. The use of DDA funds for a facade improvement program requires that the DDA have a legal interest in the facades which will benefit. The DDA has determined that it is reasonably necessary to achieve the purposes of Act No. 197 and the DDA's adopted development and tax increment financing plans to grant or acquire easements with respect to such facades.

AGREEMENT

Now, therefore, the Grantor, for and in consideration of the sum of one Dollar (\$1.00), the receipt and sufficiency of which is acknowledged, gives, grants, releases, transfers, warrants and conveys to the DDA, its successors and assigns, an easement to preserve the facade as hereinafter described (the "Easement").

- 1. This Easement is for the purpose of designing, constructing, installing, repairing, replacing, and maintaining facade improvements including, but not limited to:

_____.
- 2. The easement encompasses the first twelve inches (12") of depth of the front of the building (facing the _____ side(s)
- 3. Located on the Premises, including but not limited to any wall surfaces, railings, decorative metalwork, doors, windows, roofs, and decorative elements (collectively, the "easement area").
- 4. This easement shall be temporary and shall terminate 2 years from the date first above written, or earlier upon the dissolution of the DDA.

FACADE EASEMENT

5. The DDA and its agents will have the right of access to the easement area for the purposes authorized by this easement.
6. Any construction, installation, or replacement of facade improvements must be performed in a good and workmanlike manner, on a lien-free basis, and subject to the approval of the DDA.
7. Grantor agrees that representatives of the DDA may, with prior reasonable notice and at times reasonably acceptable to Grantor, inspect the Easement Area. Inspections will normally occur outside the building, except if the DDA determines interior access is reasonably necessary to establish compliance with this easement.
8. Grantor reserves the right to grant to others additional easement rights over the easement area, for the installation and maintenance of gas, electric power, cable, telephone structures and lines; said right being subject to approval by the DDA as to location and size of the proposed easements and utilities.
9. Grantor shall hold the DDA, its officers and employees harmless from and indemnify them for any and all claims, judgments or losses arising out of injury to persons or damage to property caused by or in any way related to the premises, including any facade improvements made pursuant to and in accordance with this easement.
10. This easement and obligations it imposes upon grantor hereunder are binding not only upon Grantor but also upon Grantor's successors, heirs and assigns and all other successors in interest to the Grantor, and shall continue as servitude running with the land throughout the term of this easement. The rights of the DDA under this instrument shall run for the benefit of and may be exercised by its successors and assigns, or by its duly authorized designees.

IN WITNESS WHEREOF, the Grantor has executed this instrument as of the day and year first above written.

WITNESSES: GRANTOR

STATE OF MICHIGAN)

)ss.

COUNTY OF BAY)

On _____, 20____, before me, a Notary in and for said County,
appeared _____, the _____ of _____ <
a _____, for and on behalf of said _____.

Notary public, Bay County, Michigan
Acting in _____
My Commission Expires: _____, 20____