

General Façade Improvement Program Policies and Requirements:

Eligible Properties: All non-residential properties within Redevelopment Areas 1 and 2 are eligible to apply for Façade Improvement Program funds.

Ineligible Properties: Ineligible properties include properties already receiving tax incentives or other financial incentives from the City, residentially-zoned properties, buildings that were constructed or have had façade improvements completed within the last five years, properties for which property taxes are owed and not paid up to date, properties with outstanding or unresolved code enforcement issues, and properties on which construction of the proposed improvements has already been started at the time of application submittal to the Community Development Department. For the purpose of the Program, a historic property tax deferral or “open space” property tax deferral is not a disqualifying tax or financial incentive.

Eligible Improvements: All exterior building façade updating and maintenance, including but not limited to painting, lighting, awnings, doors, fascia, and other decorative elements, are eligible to receive Façade Improvement Program funds, if such updating or maintenance involves the provision of services by at least two different labor trades. Landscaping, signs, roofing materials, paving, and any improvements not affixed to the building are not eligible expenses. For the purposes of this policy, exterior building façade includes all portions of a building visible from the public right-of-way or on-site public parking lot.

Maximum Façade Improvement Program Funding: The maximum Façade Improvement Program funding that may be awarded is \$25,000 per individual Assessor’s Parcel Number, subject to authorization of Program funding by the Board of Supervisors.

Required Property Owner Matching Funds: The property owner shall pay a minimum of 50% of the total project costs. Total project cost includes construction and all expenses incurred in the preparation and permitting of plans for the improvements, including building permit fees, design work, and construction drawings.

Reimbursement of Redevelopment Funds: Façade Improvement Program funds shall be awarded as a grant, with no reimbursement required, provided that the property is not sold within 12 months of the completion of the façade improvements for which the grant was awarded. If the property is sold within 12 months of the completion of the façade improvements for which the grant was awarded, the property owner shall be responsible to pay back 100% of the Façade Improvement Program funds awarded by Carson City.

Compliance with Development Standards:

- A. All improvements shall be reviewed pursuant to and comply with the Carson City Development Standards Division 1.1, Architectural Design, as applicable to the proposed improvements.
- B. Improvements to buildings within the Downtown Mixed-Use (DTMU) zoning district shall comply with the DTMU Development Standards, Division 6.6, 6.6.2, Lighting, 6.6.3, Signage, 6.6.10, Building Design and Character, and 6.6.11, Guidelines for the Renovation and Restoration of Existing Structures, as applicable to the proposed improvements.

Commitment Agreement: Each participant in the Façade Improvement Program must execute and record a document agreeing to reimburse the City 100% of the awarded Façade Improvement Program funds if the property is sold within 12 months of the completion of the façade improvements for which the grant was awarded. The agreement shall be in the form as required by the City. (See attached sample Lien and Agreement.)

Reimbursement Process:

- A. Payments from the City shall be made on reimbursement-basis only at a rate of no more than 50% of the actual expenses incurred by the property owner up to the total amount of funds approved.
- B. For façade improvement projects that equal or exceed a total cost of \$10,000, reimbursement may be made in a maximum of two payments. The first payment may be requested for up to 50% of the approved Façade Improvement Program funds only after expenses have been incurred by the applicant equaling or exceeding 50% of the total project costs. The final reimbursement payment shall only be made upon completion and final inspection approval of the proposed improvements.
- C. Reimbursement for projects that are less than \$10,000 in total costs shall be provided in a one-time payment only after improvements have been completed and have received final inspection approvals.
- D. Applicants who receive funding must document all expenditures and provide the Community Development Department with proof of payment (receipts, paid invoices, etc.) for all eligible improvements, including costs associated with the property owner's required match, within 30 days of project completion.

Completion of Façade Improvements: Improvements for which Façade Improvement Program funds are awarded must be started (by obtaining a building permit for applicable improvements) within 180 days of application approval or the beginning of the Fiscal Year from which the funds are available, whichever occurs later. The approved façade improvements must be completed within 180 days of building permit approval. One 180-day extension may be granted by the RACC.

Discretionary Review: The RACC retains full discretion, based on a review of the overall merits of a proposed improvement, the beneficial impact of the improvement and the scope and purpose of the Façade Improvement Program:

- A. To deny an application without regard to eligibility; and
- B. To waive the eligibility criteria set forth in section 3 which requires the provision of services by at least two different labor trades for exterior building façade building and maintenance.

Assessor's Parcel Number(s) _____

REDEVELOPMENT AUTHORITY LIEN AND AGREEMENT

This agreement is made between the Carson City Redevelopment Authority ("CCRA"), as grantor, and _____ as Grantee or Grantees (hereinafter collectively referred to as "Grantee"), for the granting of the sum of \$_____ for façade improvements to be made to the property located in Carson City at _____ (subject property), more particularly described on Exhibit A attached hereto and incorporated herein. CCRA and Grantee are sometimes referred to below collectively as "the parties."

The date of this agreement is the date it is executed by the CCRA provided that it has also been dated and executed by Grantee.

Recitals

A. The Grantee owns the subject property which is real property located within the Carson City Redevelopment Project Area Number One ("Redevelopment Area") as designated by Carson City Ordinance 1986-10 passed on the 20th day of February, 1986.

B. Plans for proposed improvements to the subject property ("proposed work"), the cost of which may be reimbursed in part with this grant money, have been submitted to the Carson City Community Development Department, have met the requirements of the Downtown Mixed-Use Design Guidelines (Development Standards Division 6), and have been approved.

C. The CCRA is a redevelopment agency as defined in NRS 279.386 and Carson City Board of Supervisors Resolution 1983-R-30 declares that there is a need

for the agency to function in the community pursuant to chapter 279 of the NRS.

D. This grant is being given to Grantee as part of the CCRA's plan for the redevelopment of the Redevelopment Area and this agreement is made under the CCRA's power under NRS 279.462 to make and execute contracts and other instruments necessary or convenient to the exercise of its powers.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions made in this agreement, CCRA and Grantee agree as follows:

CCRA Agrees

1. Reimbursement to Grantee. The CCRA agrees to grant to Grantee that certain amount of money shown on page one as reimbursement for costs incurred by the Grantee in the redevelopment of the subject property. The grant of money by CCRA is subject to all the terms and conditions of this agreement. CCRA agrees to deliver the grant money to Grantee after Grantee first provides written proof to the satisfaction of the CCRA that money has actually been expended on proposed work for the subject property in a manner consistent with the other provisions of this agreement. The written proof required by this paragraph may be, but is not limited to, invoices and written proof that the invoices were paid.

Grantee Agrees

3. Approved Plans and Conditions. Grantee agrees to perform all proposed work on the subject property in accordance with the plans previously approved and in accordance with the Downtown Mixed-Use Design Guidelines (Development Standards Division 6) and all local and state laws, regulations, ordinances and policies relating to construction including obtaining all necessary permits and inspections. Grantee agrees that there will be no substantial deviation from the approved plans without the prior

written consent of the Redevelopment Authority Citizens Committee. Grantee also agrees, as a condition of acceptance of this grant, any conditions attached to the approval of the proposed work by any city agency, department or body including without limitation, the Redevelopment Authority Citizens Committee or the Carson City Historic Resource Commission will be satisfied by Grantee.

4. Completion and Inspection of Premises, Books and Financial Records. Grant funds shall be provided to the Grantee on a reimbursement basis in accordance with the adopted Façade Improvement Program Resolution 2016-R-3. Grantee agrees to complete the proposed work and obtain a final inspection or certificate of occupancy, as applicable, from the Carson City Building Division. Grantee agrees to provide access to the subject property, books and financial records to any designated representative of CCRA for the purpose of inspecting to determine if all the conditions and terms of this agreement are being met.

5. Use of Grant Money. Grantee agrees that the grant money may only be spent to repay the costs of labor and materials necessary for physical improvements, modifications or changes to existing buildings in compliance with the Façade Improvement Program.

6. Repayment of Grant. Grantee agrees to repay to CCRA the total grant amount shown on page one of this agreement if the property is sold within one year of the completion of the façade improvements for which this grant is awarded. Completion shall be deemed to be the date on which a final building inspection is approved by the Carson City Building Division.

7. Taxes. Grantee warrants that all property taxes for the subject property are paid and current as of the date of execution of this agreement by Grantee unless the taxing authority has consented in writing to a legally permissible tax deferral. Grantee also agrees to pay all property taxes on or before the date they are due during

the term of this agreement.

8. Discrimination. Grantee agrees not to discriminate on the basis of race, color, creed, national origin, sex, age, disability or against any other legally protected class in the sale, lease, rental, use or occupancy of the subject property or in connection with any improvements made to the subject property.

9. Assignability and Binding Effect on Successors. The rights and duties of Grantee in this agreement are not assignable by Grantee. Grantee agrees for itself and its successors that the covenants made in this agreement are covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, CCRA its successors and assigns for the term of this agreement.

10. Indemnification. Grantee agrees to indemnify and hold harmless the CCRA, its successors, assigns, agents, contractors, employees and attorneys from any and all liability, loss or damage CCRA may suffer as a result of claims, demands, costs or judgments against CCRA arising from: (a) any work done with CCRA grant money; or (b) the CCRA's status as a secured party under a security agreement or the beneficiary of a deed of trust including, without limitation, liability for environmental damage or remediation.

11. Forfeiture. Grantee forfeits the right to any grant money not claimed in that manner provided for by this agreement.

The Parties Agree

12. Term. The parties agree the term of this agreement runs from the date of execution of the agreement to 12 months after the completion of the façade improvements for which this grant is awarded.

13. Remedies. Except as otherwise provided, in the event of any default or breach of this agreement or any of its terms or conditions, the aggrieved party may institute such action or proceedings as it may deem necessary or desirable to cure and remedy the default including but not limited to termination or specific performance.

14. General Provisions. The parties agree: all notices required by this agreement shall be in writing, must be sent to the addresses provided herein and are deemed effective upon placement in the United States Mail, postage prepaid; this agreement constitutes the entire agreement between the parties; this agreement shall be enforced and construed according to the laws of the State of Nevada; the prevailing party to any dispute involving this agreement is entitled to reasonable attorneys fees and costs; any modification of this agreement must be made by a writing signed by both parties; portions of this agreement which are held invalid are severable from the rest of the agreement; this agreement may be recorded in the office of the Carson City Recorder; the preamble and recitals are hereby made a part of this agreement; and this agreement may be executed in any number of counterparts, each of which is deemed an original but together which constitute but one and the same agreement.

GRANTEE:

By:

STATE OF NEVADA)
COUNTY OF _____)

On _____, 2016, personally appeared before me, a notary public, _____, personally known (or proved) to me to be the person whose name is subscribed to the foregoing document and who acknowledged to me that he/she executed the foregoing document.

Notary

CARSON CITY REDEVELOPMENT AUTHORITY:

By: Lee Plemel, Community Development Director

STATE OF NEVADA)
COUNTY OF _____)

On _____, 2016, personally appeared before me, a notary public, _____,
personally known (or proved) to me to be the person whose name is subscribed to the foregoing document and who
acknowledged to me that he/she executed the foregoing document.

Notary

SAMPLE

EXHIBIT A
APN: _____

SAMPLE