

**GARDEN CITY
COMMERCIAL REVITALIZATION GRANT PROGRAM**

POTENTIAL USES OF FUNDS:

- *Historic renovation
- *Removal of false facade
- *Chemical removal of paint from brick facades
- *Stucco, new or restoration
- *Painting (all colors must be approved)
- *Window or door replacements or repairs
- *Repointing of mortar joints for bricks or stone
- *Signs (including the removal of old signs, and/or the design and installation of new signs) in accordance with the Garden City Sign Code.
- *Awnings/canopies (including the removal of old awnings and canopies and installation of new awnings and canopies)
- *Landscaping
- *Exterior doorways facing the street

PROJECTS THAT WILL NOT BE ELIGIBLE:

Roofing
HVAC
Interior improvements
Back or side entryways that do not face a street

CRITERIA:

Grants will be awarded on the merits of the projects. Greater consideration will be given to proposals that restore a historical appearance to the building rather than preserving or enhancing a modern makeover.

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APPLICATION CHECKLIST

- _____ Proof of taxes paid (must be current)

- _____ Two professional contractor estimates of the cost of improvements

- _____ Design sketch and written description of improvements and enhancements (include color samples and a description of materials to be used).

- _____ Written approval of building owner if renting.

- _____ Legal description and address of the property

- _____ Project schedule

- _____ Application including agreement to execute facade easement upon completion of project.

**GARDEN CITY
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FACADE EASEMENT AGREEMENT**

THIS AGREEMENT, made this ____ day of _____, _____, by and between _____ and THE TOWN _____
(Property Owner)
OF GARDEN CITY, COLORADO.

WHEREAS, the Town of Garden City realizes the importance of the commercial enterprises in the Town and desires to support those commercial interests so as to increase the potential tax revenues to the Town; and,

WHEREAS, the Town of Garden City believes it would be in the best interests of both the Town and the businesses in Garden City to provide a method whereby improvements and enhancements to the exterior of buildings in Garden City and particularly along 8th Avenue, would revitalize the Garden City business district to the benefit of both the business owners and the Town of Garden City; and,

WHEREAS, the Town has determined that matching funds to business owners for making improvements to the exterior of their buildings in the Town, thereby enhancing the appearance of the business district, would meet the aforementioned objectives.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Town will accept the business owners application for reimbursement of improvements to Owner's property as specifically outlined in the application for a total reimbursement amount of \$_____.
2. Owner thereby grants to the Town of Garden City an easement for the exterior of Owner's building and improvements on the premises including, but not limited to, the improvements provided for under Owner's application, all of which constitute the exterior facade of Owner's building.
3. Construction of the improvements must commence no later than _____ and shall be completed no later than five (5) months after such commencement date.
4. Promptly after the completion of the construction of the improvements in accordance with this Agreement, Owner will furnish to the Town an appropriate document and photographs certifying such completion.
5. Owner agrees for himself, his heirs, successors and assigns, that he shall not make any alterations to the exterior or facade of the building after completion of the improvements without prior approval of the Town. Routine maintenance work that does not make any material alteration of the appearance of the exterior of the building shall be permitted.

6. In the event that Owner violates the conditions of this Facade Easement, the Town may demand and Owner shall pay to the Town the amount of the grant given to Owner of the aforementioned improvements.

7. After five (5) years from the date of commencement of the improvements provided for by this Agreement, Owner shall be released from any and all liability concerning such grant amount recited above.

8. This Agreement shall not be applicable in the event the building is damaged by wind, flood, fire or other catastrophe to the extent the facade must be removed or completely renovated.

9. This Agreement shall inure to the benefit of the heirs, successors, personal representatives and assigns of the parties.

DATED: _____

OWNER

TOWN OF GARDEN CITY

BY: _____
MAYOR

ATTEST:

DEPUTY CLERK

Applicant, by virtue of signature on this application document and upon acceptance of funds provide by the Garden City Commercial Revitalization Grant Program Committee, agrees to the terms and requirements of the Commercial Revitalization Grant Program.

Building Owner

Date

Building Tenant

Date

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The Garden City Commercial Revitalization Grant Program is for businesses located in Garden City. Each building used primarily for business in Garden City is eligible for a grant award. The Town recognizes that property owners and tenants may need assistance making costly improvements and enhancements to the exterior of their buildings. Applications will be accepted and reviewed by the Grant Committee. The applicant will also be required to give a five (5) minute oral presentation to the Grant Committee at a Board meeting to be scheduled with the Garden City Town Clerk. The meeting will be held at the Garden City Town Hall, 621 27th Street Road, Garden City, Colorado.

A maximum reimbursement of up to 50% of the cost of improvements with a maximum reimbursement request of \$8000. A maximum of \$20,000 will be awarded in 2017.

For further information contact Town Staff at 970-351-0041.

Applications shall be filed at the Garden City Town Hall at 621 27th Street Road, Garden City, Colorado

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RULES AND REGULATIONS

- *Must be located in the Town of Garden City
- *Work must meet Town building code requirements
- *Applicants are responsible for acquiring and completing all necessary Town permits.
- *Two professional contractor estimates of the cost of the intended improvements must be submitted with each application.
- * Reimbursement will be made upon completion of the project and proof that payment has been made for all materials and labor. The documentation must represent the total cost of the project. (Example: applicant was awarded the maximum of \$3000. The applicant must show \$6000 in paid bills towards the **approved** renovations of the project.) All costs to be certified by the contractor and be accompanied by a lien waiver from said contractor prior to reimbursement by the Town.
- *Application must include a design sketch with color choices (color samples) and materials to be used and a written description of renovations and enhancements.
- *Renovation and enhancements must comply with the design sketch and written description as approved by the Grant Committee.
- * Taxes must be current (property receipt should accompany the application.)
- * Written approval of building owner specifying work must be included in application (if applicable).
- * Agreement for exterior facade easement. (Owner(s) must agree to grant the town an exterior facade easement for five (5) years. The easement will state that no new exterior work may be done on the building without prior approval by the Town. Simple maintenance or work that does not alter the substantial appearance of the exterior will be exempt from this requirement).
- * Only one (1) grant per building.

Work must be completed no later than five (5) months after grant approval or all funds will be forfeited.

ADDENDUM TO GRANT APPLICATION

1.) The applicant hereby agrees that he will not knowingly employ or contract with any undocumented alien to perform work under any purchase order or contract for which grant funds may be made available nor will applicant contract with any subcontractor that knowingly employs or contracts with undocumented workers.

2.) Applicant warrants and agrees that it has or will verify that it does not employ any undocumented aliens through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration Department of Homeland Security or that applicant with otherwise comply with C.R.S. 8-17.5-102 (2)(b)(i).

3.) The applicant shall comply with all reasonable requests made in the course of any investigation by the Colorado Department of Labor and Employment. If the applicant fails to comply with any requirement of this provision or C.R.S. 8-17.5-101 et seq. the Town of Garden City may terminate the above referenced grant for breach of the grant conditions and all payments to applicant may be terminated.

Certified and agreed to this _____ day of _____, 2017.

Applicant

Applicant