

ATTACHMENT C

DOWNTOWN ISLA VISTA FAÇADE IMPROVEMENT PROGRAM

Program Statement

This program is intended to facilitate commercial revitalization, stimulate private investment, implement the vision of the Isla Vista Master Plan, and improve the overall physical image of Isla Vista.

Definitions

Design Agreement: Façade Design Assistance Agreement signed by the Applicant and the Agency, where the Agency agrees to provide a set amount of funding for façade design assistance, reimbursed directly to the architectural design firm, and the Applicant agrees to pay all design costs not authorized in the Design Agreement.

Façade Agreement: Façade Improvement Program County of Santa Barbara and Participant Agreement which outlines the responsibilities of the Applicant and the Agency, specifies project design, and stipulates funding amount to be disbursed to the Applicant after project completion.

Project Funding

Funds for the Façade Improvement Program are provided by the Santa Barbara County Redevelopment Agency (hereafter Agency). This is a matching disbursement program; the Agency will provide a 1 to 1 matching grant of up to \$10,000 for façade renovation projects. Projects of increased size and scope are eligible for additional funds at the approval of Agency Executive Director. The Applicant will enter into a Façade Agreement with the Agency which will specify the funding amount and matching financial obligation of the Applicant. Any expenditure not approved in the Façade Agreement, or that exceeds the funding amount, shall be the sole responsibility of the Applicant. The funds will be disbursed after work on project is completed as described in the project description. Prior to beginning work, a signed Façade Agreement must be established.

Eligibility Criteria

The program is available to properties in Isla Vista with a commercial land use designation. Eligible Applicants include either the owner(s) of a business located on an Isla Vista property with a commercial land use designation, or the property owner.

If the building is leased, building tenants must have a minimum of 2 years remaining on their lease from the date the Façade Agreement is signed. If the lease is for a term of less

than 2 years the property owner must agree to limit rent increases to no more than 5% per year for two years.

The Applicant must either verify there are no code enforcement actions currently active against the building or the business, or that work undertaken in conjunction with the Façade Agreement will resolve any outstanding code violations.

Eligible Improvements

Façade Agreement funds may be used for exterior building enhancements and visible site improvements. All eligible improvements must upgrade the appearance of the storefront, creating a more positive retail environment. Examples include:

- Exterior wall repair, painting, re-plastering, re-surfacing; restoring exterior finishes and materials
- Removing incompatible or inappropriate exterior finishes and materials
- Installation of safety glass
- Window improvement/replacement/repair
- Door/entrance repair/reconfiguring
- Landscaping
- Sidewalk repair/restoration for deteriorated sidewalk
- Parking lot improvements
- Awning repair/replacement/installation
- Sign repair/replacement/improvement/installation
- Exterior building, display window, and sign lighting
- Roofing improvements
- Other projects that improve the overall visual character of the community

All improvements must be approved by the Agency Executive Director or designee and must meet applicable County requirements. It is the responsibility of the Applicant to obtain the necessary permits. Appropriate permit fees are eligible expenditures and may be included in the project cost.

Selection Criteria and Project Prioritization

Projects are selected based on meeting one or more of the following criteria:

- Meets Draft Isla Vista Master Plan objectives
- Results in a visual improvement in the property
- Improves the overall visual character and appeal of the community
- Encourages further private sector investment
- Corrects a code deficiency

Funds will be awarded on the following priority basis:

1. Need for painting and physical appearance of building

2. Need for building improvements such as awnings, new signage, lighting, etc.
3. Need to unify building with surrounding buildings
4. Property owner/tenant's interest in funding larger scale improvements such as storefront remodeling

The Agency reserves the right to reject projects that do not meet any of the stated criteria. Agency staff acceptance of a preliminary application, or establishment of a Façade Agreement, does not guarantee the Applicant will receive funds. The Applicant shall not begin any work to be financed by the Façade Agreement funds before the agreement is approved and signed by the Agency Executive Director. The Applicant and the Agency Executive Director must sign the Façade Agreement before the Applicant is eligible to receive Façade Agreement funds. All improvements will also be approved through the issuance of the required permits by the appropriate County departments when required.

Design Assistance

Up to \$500 will be provided by the Agency to assist in developing the project design. The Executive Director may authorize the expenditure of additional Agency funds for projects requiring increased design services. All design costs over \$500, and not specifically authorized in the Design Agreement, will be the responsibility of the Applicant. The Applicant must meet with one of the following approved design firms or an alternative firm to be approved by the Agency for design assistance:

The Conceptual Motion Company

1501 Chapala Street,
Santa Barbara, CA 93101
Ph. 805.966.5539
www.conceptualmotion.com

Shubin + Donaldson Architects, Inc.

1 North Calle Cesar Chavez
Santa Barbara, CA 93101
Ph. 805-966-2802
<http://www.sandarc.com>

The final design is subject to approval by the Agency Executive Director or designee.

Time Limit for Implementation

An approved Façade Agreement will be valid for nine months. All work to be done in conjunction with the Façade Agreement will be performed within this time period. If work is not completed during this time period, the Applicant may apply to the Agency Executive Director for an extension.

REVIEW PROCEDURES

Preliminary Application

1. The building must be within the eligible area in order to participate in the program.
2. Applicant submits a preliminary application, which includes the following:
 - a. Initial project description
 - b. Photos of site and relationship to surroundings
 - c. Preliminary amount of money requested
 - d. Signature of both property owner and business owner
 - e. Copy of existing leases
 - f. Confirmation by signature there are no outstanding code enforcement violations against the building or business, or that any such violations will be corrected as a part of the proposed improvements
3. Application is reviewed by Agency staff.
4. Agency staff meets with Applicant and inspects property.
5. Agency staff provides preliminary project approval.

Project Design and Façade Agreement

6. After preliminary project approval, the Applicant enters into a Design Agreement with the Agency. Through this agreement, the Redevelopment Agency will grant the Applicant up to \$500 for project design assistance with an Agency approved design firm. The Executive Director may authorize the expenditure of additional Agency funds for projects requiring increased design services. All design costs over \$500, and not specifically authorized in the Design Agreement, will be the responsibility of the Applicant. The Design Agreement does not guarantee project approval.
7. If contract work is necessary, Applicant is responsible for obtaining at least two written bids for all approved façade improvements, and for entering into agreements with contractors to perform the work. All contractors must be licensed by the State of California and are required to carry worker's compensation insurance and a commercial general liability insurance policy with limits of at least \$500,000 per occurrence and \$1 million in the aggregate with the County of Santa Barbara as an additional named insured. All accepted bids must include a signed non-discrimination statement from contractors.
8. Applicant submits project design proposal to Agency. Project design proposal includes:
 - a. Project design and description
 - b. Illustrations of proposed project, color palate, and/or sample materials as appropriate

- c. Photos of site and relationship to surroundings
 - d. Amount of money requested
 - e. Contractor proposals or contract between Applicant and Contractor, if applicable, along with State Contractor's License Number
 - f. Tax Identification number of property and business owner
 - g. Confirmation by signature that there are no outstanding code enforcement violations against the building or business, or that any such violations will be corrected as a part of the proposed improvements
 - h. Signature of business owner and property owner if different from business owner
9. Agency staff presents project design to Santa Barbara County Board of Architectural Review (BAR) for review. Agency will cover the cost of BAR review.
10. If necessary, Applicant revises the project design according to the BAR's comments and submits a revised project design proposal.
11. If applicable, applicant obtains necessary permits for the project. Agency staff may assist in permit process. Appropriate permit fees are eligible expenditures and may be reimbursed under the terms of the Façade Agreement.
12. Final project design reviewed by Agency staff and approved by the Agency Executive Director or designee; selection and approval of final project design is based on previously listed selection criteria.
13. After all program requirements have been met and project is approved, the Applicant will enter into a Façade Agreement with the Agency.

Project Construction and Completion

14. If applicable: the Applicant executes a contract with contractor. The Applicant sets up work schedule with contractor. Applicant has thirty (30) days from the date the Agency signs the Façade Agreement to authorize contractor to begin work. If Applicant has not authorized contractor to begin work within thirty (30) days, Agency has the right to terminate the Façade Agreement and to utilize the reserved grant funds for other Applicants who are ready to proceed.
15. After project completion, the Applicant will submit a summary of the project and total cost, along with a copy of all receipts and invoices.
16. Agency staff reviews completed improvements and, if found complete and satisfactory, reimburse Applicant for all expenditures consistent with the Façade Agreement.