



City of Sebastopol Design Review Board Staff Report

Meeting Date: September 7, 2022
Agenda Item: 7B
To: Design Review Board
From: John Jay, Associate Planner
Subject: Façade Improvement Program – Rebate Application Review

Introduction:

The Façade Improvement Program provides a rebate for expenses incurred on new exterior property improvements made to commercial or industrial buildings within the City of Sebastopol. The rebate can be applied to long term exterior improvements such as painting, new signage, awnings, landscaping, exterior lighting, and local permit fees.

The City has recently revised the Façade Improvement Program. The new revisions include the following:

- Increase the City contribution to 75% up to \$2,500 (previously 50% up to \$2500).
- Applications will be batched and reviewed and approved by the Design Review Board on a quarterly basis.
- Property owners and/or tenant spaces can apply every three fiscal years.
- Projects currently in process are eligible to apply for the rebate.
- If a property is sold the new property owner has the option to maintain the improvements and not repay the city a prorated amount.

At the beginning of the new fiscal year, the board has a fund of \$20,000 to allocate to Façade Improvement applications.

Project Description:

The applicant would like to update the outside of the building to reflect the new business. This would include removing all previous awnings and signs of the old business, painting the building white, adding a custom sign of the new business logo, replacing the light above the door, and adding outdoor cafe tables and flowers in front of the business.

The total cost of the project is \$3,900 as noted within the application. The Façade improvement program designates either 75% of the total cost and not to exceed \$2,500. As proposed 75% of the cost of the project would be \$2,925 thus qualifying for the maximum amount of \$2,500.

Analysis:

As noted earlier in the meeting there were two requests for extensions from last year's Façade improvement program. That money would be allocated from the 2022-23 fiscal year fund as the applicants were not able to complete the work and submit final notice before the end of the

Should all the façade improvement program requests be approved the City would be allocating \$7,500.00 out of the remaining \$20,000 fund. This would leave \$12,500.00 remaining in the fund for the rest of the fiscal year.

Recommendation:

Staff recommends that the Board review the applications, provide feedback and guidance to the applicants, and approve the projects for the Façade Improvement Program as the Board sees fit.

Attachments:

City of Sebastopol Façade Improvement Program



*Planning Department
City Hall, 7120 Bodega Avenue
Sebastopol, CA 95472
707-823-6167
<http://ci.sebastopol.ca.us>*

*City of Sebastopol
Planning Department*

CITY OF SEBASTOPOL
FAÇADE IMPROVEMENT REBATE PROGRAM

Dear Business/Building Owner:

The City of Sebastopol offers a program aimed at encouraging local businesses and property owners to improve commercial and industrial buildings. Upgrades, maintenance, and aesthetic enhancements will benefit the entire community and enhance the local economy.

With these objectives in mind, subject to funding availability, the Sebastopol Façade Improvement Program will provide a *rebate* for expenses incurred on new exterior property improvements made to commercial or industrial buildings within the City of Sebastopol.

The program will reimburse a property owner or tenant for 75% of new improvements up to \$2,500. Eligible improvements include painting, new signage, awnings, landscaping, exterior lighting, and local permit fees. Façade building improvements (new windows, changing materials, etc.) are also eligible; however, note that larger changes may require Design Review approval as well.

The objective of the Façade Improvement Program is to provide an incentive to property owners and/or tenants to enhance the physical appearance of buildings and landscapes. This public/private partnership investment is intended to leverage private capital with public funds for greater community economic benefit.

To apply for the program a building owner or tenant, with the owner's approval, should fill out the attached application and include bid estimates for the proposed improvement(s). The Planning Department then reviews the submitted application for completeness and batches them to be reviewed on a quarterly basis by the Design Review Board for approval. Deadlines for applications for Fiscal Year 2021-2022 are:

- January 18, 2022
- April 19, 2022

It is anticipated that the Board will hear the Façade Improvement Submittals on Feb 16, 2022 (Jan applications) and May 4 (April applications).

Note, funding is limited based on the adopted City Budget. Funding may be entirely allotted in early rounds.

Applications are required to be submitted a minimum of two (2) weeks before the scheduled Design Review Board Meeting. If an application is submitted after the quarterly deadline it may be pushed to the following meeting.

For approved projects, work must be done by June 30, 2021, and requests for reimbursement must be made in the same Fiscal Year as when the project was approved, no later than July 1, 2021.

If you would like to apply for or discuss the program in more detail, please contact Kari Svanstrom, Planning Director at (707) 823-6167 or ksvanstrom@cityofsebastopol.org.

Sincerely,

Kari Svanstrom
Planning Director

APPLICATION FORM

1. Applicant Name: LUNCH BOX Contact Person: Megan McKean

Phone # 707-322-8010 E-Mail: lunchboxsonomacounty@gmail.com

Business Name: Lunch Box LLC DBA: Lunch Box

Web site: lunchboxsonomacounty@gmail.com

Property Address: 128 N Main Street

Mailing Address: 128 N Main Street City: Sebastopol Zip: 95472

Total Building Sq. Ft: 1800 Building Street Frontage: _____ Parcel # _____

Are you the: Owner/Occupant Tenant Expiration of Lease: March 2032

Please check one: Proprietorship Partnership Corporation

2. Type of Business or Businesses in Building: Restaurant

3. Project Description: We would like to update the facade of our business by removing the previous

tenant's awning and signage, painting the building white, swapping the light about the door,

adding a custom painted sign of our logo where the current sign is, and adding cafe tables

and flowers in front of the business.

4. Estimated Costs:

Category	Bid Costs
A. Painting	\$ <u>2,000</u>
B. Signage	\$ <u>800- \$1000</u>
C. Awnings	\$ <u>N/A</u>
D. Landscaping and Irrigation	\$ <u>400</u>
E. Exterior Lighting	\$ <u>200</u>
F. City Permit Fees	\$ <u>300-\$500</u>
G. Other (Attach separate complete list of all proposed improvements and breakdown of bid costs)	\$ _____

Total Estimated Cost \$ 3900

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FAÇADE IMPROVEMENT REBATE PROGRAM

5. City permits required for the improvement:

- Design Review approval Other Permits _____
 Encroachment Permit No permits required
 Building Permit

If permits are required, please indicate status of applications or approvals: _____

Design is approved, we will apply for the encroachment permit as soon as we have our business license

6. Estimated Date of Façade Project Completion: If approved, by October 2022

Prior to submitting please verify that the following items have been filled out and provided:

- | | | |
|---|---|---|
| 1. Copies of signed bids for all improvements | <input checked="" type="checkbox"/> Provided | |
| 2. Applicable, Architectural, Landscape, Sign, plans | <input checked="" type="checkbox"/> Provided | |
| 3. Awning design (if applicable) | <input type="checkbox"/> Provided | <input checked="" type="checkbox"/> Not Applicable |
| 4. Color and material samples for paint, awnings, signs, etc. | <input checked="" type="checkbox"/> Provided | <input type="checkbox"/> Not Applicable |
| 5. Copy of Sebastopol Business License | <input type="checkbox"/> Provided | will provide ASAP |
| 6. Copies of any permits obtained | <input type="checkbox"/> Provided | will provide ASAP |
| 7. Application Form, signed and dated | <input checked="" type="checkbox"/> Provided | |
| 8. Terms and Conditions Form, signed and dated | <input checked="" type="checkbox"/> Provided | |
| 9. Maintenance Agreement Form, signed and dated | <input checked="" type="checkbox"/> Provided | |
| 10. Indemnification Agreement Form, signed and dated | <input checked="" type="checkbox"/> Provided | |

NOTE: IMPROVEMENTS COMPLETED PRIOR TO APPROVAL ARE INELIGIBLE

Name of Applicant: Megan McKean

Signature:  Date: 8/03/2022

Name of Building Owner if different from Applicant:

(Print name) (Phone number) (Email address)

Property Owner signature: _____ Date: _____

TERMS AND CONDITIONS

I. Purpose

To encourage rehabilitation of commercial business fronts in designated target areas through the improvement of new signage, painting, landscaping, new facades, and more.

II. Eligible Improvements

- Landscaping and irrigation
- Painting
- New signage and awnings
- Exterior lighting
- Parking lot improvements
- New Facades
- In addition, Planning, Building and Public Works permit fees are eligible (i.e. Design Review Board, Building and encroachment permit fees)

III. Program Benefit

Cash rebate for 75% of the work, not to exceed \$2,500 for eligible improvements.

IV. Project Requirements

- Project location must be within the City of Sebastopol in a commercial or industrial zoning district.
- Building to be improved must be commercial or industrial in use, as determined by the Planning Department.
- Evidence of a current Sebastopol Business License is required.
- Evidence of property owner approval for the improvements shall be provided.
- Complete rebate application, including estimated costs, must be submitted and approved by the Planning Department *prior* to commencement of work.
- Evidence of any required Caltrans or City permits will be required for *all* applicable improvements *prior* to issuance of any rebate.
- All project improvements shall comply with current Sebastopol City codes and ordinances.
- All project costs must be documented and include invoice.
- Requests for reimbursements must be submitted to the City no later than June 1 of the same Fiscal Year that the project was approved, unless otherwise specified by the Planning Department.
- Contractors must be properly licensed.
- Applicant must provide evidence of liability and Workers Compensation Insurance.
- Contractor(s) and subcontractor(s) must comply with all laws and regulations pertaining to wages.

V. Exclusions

- Property with illegal sign(s). Applicant must remove illegal sign(s) prior to receiving the rebate.
- Project improvements that are started, but not completed.
- New construction projects.
- Buildings termed as high or medium seismic risks or having other serious code violations with no plans to correct deficiencies within a reasonable time frame.
- Interior improvements
- Improvements not clearly visible from street frontage.
- Exterior improvements not approved by the Planning Department.
- Improvements without proper and clearly defined documentation. (i.e. City Permits)

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FAÇADE IMPROVEMENT REBATE PROGRAM

- Trading one type of service/job for another, rather than paying to have the service/job performed (i.e. no “bartering”)
- Project costs paid for by CASH. (Must be paid for by check, credit card, or other approved, documented method)
- Seismic work
- Property improvements for a building sold within three (3) years.
- A property and/or an individual tenant space is not eligible for this program more than once in a three-year (3) period.
- Owners of more than one (1) eligible property in the City are not eligible for more than two (2) grants per Fiscal year.

VI. Application Approval Process

- The Planning Department shall receive, review, and batch applications to be reviewed and acted on by the Design Review Board.
- The Design Review Board will review and approve all applications at quarterly meetings. It is anticipated that the Board will hear the applications at their November 4, 2020, February 3, 2021, and May 5, 2021 meetings.
- Applications are required to be submitted a minimum of two (2) weeks before the scheduled meeting in order to be placed on the agenda.
- The project may be denied without cause, due to such events as, lack of funds or a change in the scope or priority of the program or other program factors determined by the Planning Department, City Manager, or Design Review Board.
- The City reserves the right to cancel the program at any time.

VII. Display of Rebate Program Sign

Applicant *may be* required to display a Façade Improvement Rebate Program sign, from the date of rebate approval until the date of rebate funding.

VIII. Property Maintenance Agreement

The applicant must sign and submit the “*Façade Improvement Rebate Program Property Maintenance Agreement*” which states that the property must remain in good and attractive condition for a minimum term of three (3) years. It shall be the responsibility of the owner/lessee to inform subsequent owner(s)/lessee(s) of the provisions of this agreement.

IX. Sale of Property within 3 years of Rebate Funding

In the event the property is sold within three (3) years of the rebate funding, the building owner, whether they are the original applicant or not, agrees either to maintain the approved improvements or agrees to repay the City a prorated amount equal to the proportion of the remaining three (3) years, rounded to the nearest year. Example, if the building is sold two (2) years after the rebate, the repayment amount would be 1/3 of the original rebate funding; alternatively, if the improvements remain in effect for a three-year period, then repayment is not required.

X. Accomplishment of Work

The applicant agrees to all improvements specified in the application and the Planning Department’s recommendations and/or stipulations that work will conform to City standards. Under certain submittals applicant plans may be subject to design review or other requirements.

Applicant shall carry out the design, construction, and operation of the Project in substantial conformity with all applicable laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the State of California, the County of Sonoma, the City, or any other political subdivision in which the property is located, and of any other political subdivision, City, or instrumentality exercising jurisdiction over the City, the Applicant or the Property, including all applicable federal, state, and local occupation, safety and health laws, rules, regulations and standards, applicable state and labor standards,

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FAÇADE IMPROVEMENT REBATE PROGRAM

prevailing wage requirements, the City zoning and development standards, City permits and approvals, building, plumbing, mechanical and electrical codes, as they apply to the Property and Project, and all other provisions of the City and its Municipal Code (as they apply to the Property and the Project), and all applicable disabled and handicap access requirements, including, without the limitation, the Americans With Disability Act, 42 U.S.C. § 12101 *et seq.*, Government Code § 4450 *et seq.*, and the Unruh Civil Rights Act, Civil Code § 51 *et seq.*

Supporting documentation may include an architectural rendering (depending upon the extent of the proposed improvements), landscape and irrigation plans, sign plans, paint chips and types of materials to be used and color schemes.

A deadline for the completion of all agreed-upon improvements will be determined at the Rebate Planning Department meeting and conveyed to the applicant in writing after application approval. If the improvements have not been completed by the deadline, the file may be closed, and the applicant may have to reapply for the program with written substantiation as to why they were unable to meet the deadline.

Upon completion of all agreed upon improvements, applicant **MUST** submit copies of cancelled checks (both sides), paid invoices/receipts, permit copies, proper prevailing wage documentation and a description of completed work and costs involved.

XI. Inspection of Project

Before, during and after improvements are being made, the City of Sebastopol or its designee shall have the right to inspect all work authorized under this program. No rebate check shall be issued until all improvements have been completed to the satisfaction of the inspectors, and the appropriate documentation have been received, reviewed and processed accordingly.

Name of Applicant: Megan McKean

Signature: *(Please Print)*
 Date: 8/13/2022

Name of Building Owner If Different from Applicant: _____
(Please Print)

Signature: _____ Date: _____

PROPERTY MAINTENANCE AGREEMENT

The undersigned Megan McKean (“Applicant”) proposes to undertake certain building exterior renovation and/or landscaping improvement work on commercial or industrial property located at 128 N Main Street (Property Address) in the City of Sebastopol, California.

This agreement is conditional upon Participant’s receiving a Rebate from the City. By executing this agreement and accepting the Rebate from the City, the Participant promises to maintain the Property in good attractive condition for the term of this agreement, as specified below, as follows:

1. The appearance of the building exterior shall not be allowed to deteriorate due to such reasons as chipped or cracked paint.
2. Awnings shall be kept in good condition, safely secured, fully intact, clean and free from tears or tattered edges.
3. Landscaping on the grounds of the Property shall be kept in proper condition by watering and gardening work.
4. The Property shall be maintained in compliance with applicable building and zoning regulations of the City of Sebastopol.

In the event the Participant fails to maintain the Property in good and attractive condition as stated above within a three (3) year period commencing on the date the rebate is paid, and further fails to correct such defective maintenance within 60 days after receiving notice from a representative of the City of Sebastopol to do so, the Participant agrees to repay the City a prorated amount of the Rebate, and the Participant shall be liable to the City for such amount. The prorated amount shall be equal to the remaining three (3) year period.

This agreement shall be binding upon the owner/lessee and its successors, to said property for a period of three (3) years from and after the date of completion and approval of the improvements provided herein. It shall be the responsibility of the owner/lessee to inform subsequent owner(s)/lessee(s) of the provisions of this agreement. In the event the property is sold within three (3) years of the improvements, the owner agrees to repay the rebate back to the City in the form of a prorated amount of the remaining three (3) year period and the owner shall be liable to the City for such amount.

Name of Applicant: Megan McKean
(Please Print)

Signature:  Date: 8/13/22

Name of Building Owner If Different from Applicant:

(Please Print) (Phone Number) (Email Address)

Property Owner signature: _____ Date: _____

INDEMNIFICATION AGREEMENT

As part of this application, applicant agrees to defend, indemnify, release and hold harmless the City, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void or annul the approval of this application or the adoption of the environmental document which may accompany it or otherwise arises out of or in connection with the City's action on this application. This indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the City's action on this application, whether or not there is concurrent passive or active negligence on the part of the City.

If, for any reason any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.



Applicant Signature

8/13/2022

Date

NOTE: The purpose of the indemnification agreement is to allow the City to be held harmless in terms of potential legal costs and liabilities in conjunction with permit processing and approval.

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5. City permits required for the improvement:

- Design Review approval
- Encroachment Permit
- Building Permit
- Other Permits _____
- No permits required

If permits are required, please indicate status of applications or approvals: _____

Design is approved, we will apply for the encroachment permit as soon as we have our business license


6. Estimated Date of Façade Project Completion: If approved, by October 2022

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- | | | |
|---|--|--|
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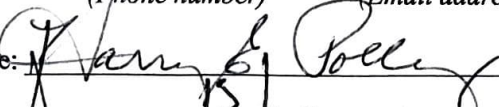

NOTE: IMPROVEMENTS COMPLETED PRIOR TO APPROVAL ARE INELIGIBLE

Name of Applicant: Megan McKean

Signature: , Date: 8/03/2022

Name of Building Owner if different from Applicant:

 Harry Polley (707) 291-2085 hpolley@pacbell.net
 (Print name) (Phone number) (Email address)

Property Owner signature: , Date: 8-13-2022
 , Date: 8-13-2022

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prevailing wage requirements, the City zoning and development standards, City permits and approvals, building, plumbing, mechanical and electrical codes, as they apply to the Property and Project, and all other provisions of the City and its Municipal Code (as they apply to the Property and the Project), and all applicable disabled and handicap access requirements, including, without the limitation, the Americans With Disability Act, 42 U.S.C. § 12101 *et seq.*, Government Code § 4450 *et seq.*, and the Unruh Civil Rights Act, Civil Code § 51 *et seq.*

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Upon completion of all agreed upon improvements, applicant MUST submit copies of cancelled checks (both sides), paid invoices/receipts, permit copies, proper prevailing wage documentation and a description of completed work and costs involved.


XI. Inspection of Project

Before, during and after improvements are being made, the City of Sebastopol or its designee shall have the right to inspect all work authorized under this program. No rebate check shall be issued until all improvements have been completed to the satisfaction of the inspectors, and the appropriate documentation have been received, reviewed and processed accordingly.

Name of Applicant: Megan McKean

Signature: *(Please Print)*
 Date: 8/13/2022

Name of Building Owner If Different from Applicant: Harry Polley

Signature: *(Please Print)*
 Date: 8-13-2022

 8-13-2022

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3. Landscaping on the grounds of the Property shall be kept in proper condition by watering and gardening work.
4. The Property shall be maintained in compliance with applicable building and zoning regulations of the City of Sebastopol.

In the event the Participant fails to maintain the Property in good and attractive condition as stated above within a three (3) year period commencing on the date the rebate is paid, and further fails to correct such defective maintenance within 60 days after receiving notice from a representative of the City of Sebastopol to do so, the Participant agrees to repay the City a prorated amount of the Rebate, and the Participant shall be liable to the City for such amount. The prorated amount shall be equal to the remaining three (3) year period.

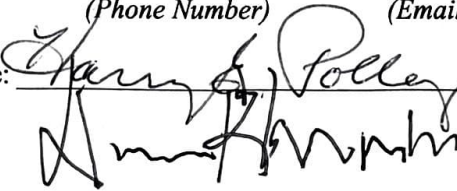

This agreement shall be binding upon the owner/lessee and its successors, to said property for a period of three (3) years from and after the date of completion and approval of the improvements provided herein. It shall be the responsibility of the owner/lessee to inform subsequent owner(s)/lessee(s) of the provisions of this agreement. In the event the property is sold within three (3) years of the improvements, the owner agrees to repay the rebate back to the City in the form of a prorated amount of the remaining three (3) year period and the owner shall be liable to the City for such amount.

Name of Applicant: Megan McKean
(Please Print)

Signature:  Date: _____

Name of Building Owner If Different from Applicant:

Harry Polley (707) 291-2085 hpolley@pacbell.net
(Please Print) (Phone Number) (Email Address)

Property Owner signature:  Date: 8-13-2022
 8-13-22

INDEMNIFICATION AGREEMENT

As part of this application, applicant agrees to defend, indemnify, release and hold harmless the City, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void or annul the approval of this application or the adoption of the environmental document which may accompany it or otherwise arises out of or in connection with the City's action on this application. This indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the City's action on this application, whether or not there is concurrent passive or active negligence on the part of the City.

If, for any reason any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.



Applicant Signature

8/13/2022

Date

NOTE: The purpose of the indemnification agreement is to allow the City to be held harmless in terms of potential legal costs and liabilities in conjunction with permit processing and approval.



East West Cafe sign will be removed and replaced with painted Lunch Box logo

Remove green awning, replace current above door light with this light fixture



LUNCH BOX

We plan to preserve the mural. The rest of the building will be painted white including current red columns and tile below windows



Door to be painted same blue as our logo. Add flower pots on either side of the door

Mock Up of Front

Example of Similar Concept

