



The City of Inman Commercial Facade Improvement Program Program Policy and Guidelines

Program Overview

The purpose of the City of Inman's "Commercial Facade Improvement Program" is to encourage investment within the city limits of Inman, South Carolina, with the goal of revitalizing downtown and the surrounding areas. This program provides funds to finance exterior improvements to commercial buildings that improve the appearance of buildings.

Funding

The program provides for a one-time reimbursement. The minimum amount of funding available is \$500.00 and the maximum amount of funding available is \$10,000. The amount allocated annually by the City Council to this program is limited. For that reason, once all funds have been expended in a fiscal year, no additional applications will be accepted for that year.

A match of 50% of the project costs is required from the applicant. For example, An applicant applies for assistance with a facade improvement project estimated to cost \$1000.00. The applicant's 50% match in this case would be \$500.00, and the City's reimbursement to the applicant would be \$500.00, for a total project cost of \$1,000.00.

Eligibility

Eligible applicants include owners of commercial properties and owners/managers of businesses within Inman's Central Business District and General Business District. Business owners/managers who are requesting funding to make improvements to a building they are leasing must submit an "Owner Consent Form" with the completed application. Only businesses whose existing use is allowable under the City's current codes and regulations are eligible for funding through the program. Preference will be given to businesses with local owners. The City reserves the right to deny funding to applicants who are delinquent on payment of taxes, fines, fees or licenses.

Eligible Improvements/Activities: Facade renovations must involve the general upgrading of a building's external appearance. Facade program funding is to be used for permanent exterior visual improvements to storefronts.

Permanent exterior improvements that are eligible include:

- Masonry repairs and tuckpointing
- Repairing, replacing, and preserving historically significant architectural details, including exposure and cleaning of such details (sandblasting is not an approved activity)
- Storefront reconstruction
- Cornice repair and exterior trim work
- Exterior painting and repairs to the finishes or original buildings
- Awnings and canopies
- Window bar removal
- Window and door repair or replacement
- Permanent exterior signage
- Permanent exterior lighting
- Repair or replacement of gutters and downspouts
- Installation of or improvements to outdoor decking and stairs
- Side and rear building facade improvements where said improvements result in a significant enhancement to the aesthetic of the building and surrounding area.

Examples of activities that are not eligible include:

- Landscaping
- Non-visible roofing
- Attached, hanging, or projecting signs unrelated to the architecture of the building
- Non-visible mechanical equipment enclosures
- Improvements to parking
- Billboards
- Interior renovations

- Temporary, portable, or non-permanent improvements
- New construction
- Property acquisition
- Expansion of existing building area
- Conversion of use
- Working capital
- Refinancing existing debt
- Payment of current or delinquent taxes, licenses or fees
- Contributions toward improvements in progress or reimbursements completed prior to grant approval
- Utility or trash enclosures
- Improvements required due to a violation notice or citation for violating City ordinances or building codes standards
- Site furnishings and amenities
- Sandblasting
- Demolition of historic features
- Fees for zoning professional services
- Any improvement that violates current building or zoning codes

Application Process

Application submission and approval process. You can obtain applications for the “Commercial Facade Improvement Program” at City Hall, 20 S. Main Street, or online at www.cityofinman.org. We will only accept completed applications that include all required documentation and information.

1. Owner/tenant completes the application and attaches the information required on the application.
2. Owner/tenant turns in the application at City Hall to the Planning Director.
3. The City places the application on the agenda for the Planning Commission’s next regularly scheduled meeting (Planning Commission meets the 4th Monday of each month).
4. The Planning Commission reviews, scores, and makes a recommendation on the application, then sends its recommendation to the City Council. The Planning Commission reserves the right to recommend denial of an application, as well as to recommend alternatives to the applicant, taking into account the current use of the building.

5. If the City Council approves the application, then the applicant and the City sign the “Facade Improvement Agreement”. The applicant must also sign the “Facade Improvement Agreement” prior to beginning work. Parties in the agreement will be the applicant, the building owner (if other than the applicant), and the City.
6. Any changes to the design after project approval must be submitted to, and approved by, the Planning Commission.
7. All applicants are required to begin work on the project within 45 days of notice of application of approval, and all work must be completed within 180 days of notice of application approval.

Review Process and Criteria:

Planning Commission review: The five-member Planning Commission serves as the review committee for the “Commercial Facade Improvement Program”. The Planning Commission makes award recommendations to the City Council. The Planning Commission also reviews and approves (or denies) proposed design changes after project approval.

Review Criteria: The Planning Commission will evaluate applications, first, to determine eligibility. The Planning Commission will then score eligible applications based on how well it meets each of the program criteria. The Planning Commission will then give its scoring of eligible applicants, as well as its funding recommendations, to the City Council for final review and approval. The scoring criteria are as follows:

Visual Impact

- The project incorporates design elements that are appropriate for a historic downtown commercial district
- The project restores features of the buildings that are historically or architecturally significant
- The improvements apply to the entire storefront

Financial Impact

- The extent to which the project leverages other types of private investment

Quality of the Improvements

- The overall impact of the project on improving the appearance and revitalization of the Central Business District/General Business District is high
- The improvements will be durable and long-lasting
- The project goes beyond basic rehabilitation and re-establishes a more historically accurate appearance compared to other projects

Distribution of Funds

Requirements: The City provides funding on a reimbursement basis following completion of the project. Applicants who have been awarded funding must document all project expenses and provide the City with proof of payment (canceled checks, invoices, receipts, etc.) for all eligible improvements within 30 days of completion. The proof of payment must also show the applicant's matching contribution of 50%.

Distribution timeline: All work must be completed within 180 days of the award. Once construction is complete, the City will visit the project to ensure that it complies with the approved plans. After both verifying the applicant's proof of payment and completing the site visit, the City will issue a check for the actual project cost, up to the approved amount, provided the work is in accordance with the agreement.

Default and remedies for default: For a period of four years from the date of the project completion, a facade grant recipient shall be considered in default of the agreement under the following circumstances (1) the recipient fails to properly maintain the facade after improvements are completed; (2) the recipient becomes delinquent in paying all property taxes, fees and licenses associated with the business/building (or any other businesses within the city limits); (3) the recipient fails to operate the business/building where the improvements were made in compliance with applicable local, state, and federal codes, laws and regulations. In cases of the recipient's default, the balance of the grant is due and payable to the City. The City may take whatever action by law, or in equity, as may be necessary or desirable to collect any outstanding balance or to enforce the performance and observation of any other obligation or agreement of the recipient.

Application Deadline and Funding Cycles

Applications will be accepted year-round. Grant awards are contingent upon funding availability.

Additional Grant Policies:

Grant recipients will agree to place a “City of Inman Commercial Facade Improvement Program” sign at the construction site during the time of improvements and in their storefront window for 180 days after the completion of the project.

Each grant year stands alone. An application submitted and not funded in any given fiscal year must be resubmitted the following fiscal year for further consideration.

Contact Information:

For more information, please contact the Planning Director, Jason Frady at 864-472-6200 x115 or via email at jfrady@cityofinman.org.

City of Inman - Commercial Facade Improvement Grant Document Checklist

Required Document	Date Received	Received By
Proof of Building Ownership w/ full legal description (such as copy of recorded deed)		
Owner Consent Form (if applicant is not building owner)		
Proof of Paid Taxes - (current PAID tax receipts or letter from County Treasurer certifying there are no delinquent taxes on property)		
Proof of property insurance -		
Narrative of Project Description - Typed statement giving details of project. Include as much detail as possible, including what is being replaced and/or changed. What type of materials being used, color and all other details		
Photographs of existing facade - please provide these via printed copy and electronically. Please provide multiple views and reference these in the project description		
Detailed cost estimates/bids for project - a minimum of 3 qualified quotes for all exterior work to be performed, or a statement that a sufficient number of contractors is not available to provide the minimum number of quotes. All quotes must be from licensed contractors who are licensed to complete the work. Indicate which contractor you will be using from the quotes. Quotes should be itemized with enough detail to be clear the work that is included in each quote.		
Letter of Commitment - a letter must be provided from all sources of investment for the project other than the owner		

Project Information

Anticipated Project Start date _____

Anticipated Project Completion date _____

Applicant/Primary Contact Information

Primary Contact Name	Mailing Address	City, State, Zip
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Phone	Fax	Email
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Owner Information

Owner Name	Mailing Address	City, State, Zip
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Phone	Fax	Email
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Business Name: _____

Taxpayer ID: _____

Type of Business: _____

Provide the following for every person that holds 10% or more of the ownership.

Full Name	Address	Telephone number	%Ownership
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Property Information

Project Address: _____

Parcel ID Number: _____

Zoning on Property: _____

What is your legal interest in the building? _____ Property Owner _____ Tenant

Is at least 50% of the total building floor space utilized for commercial purposes/ _____

Sources of Funds for Facade Project

Source/Provider of Funds	Anticipated Date of receiving funds	Anticipated amount of funds	Percent of Total Sources of Funds
Owner's Equity/Cash			
Total Source of Funds			

** Letters of Funding Commitments must be submitted from all Sources (other than property/business owner)

Acknowledgements

Initial
Below

_____ I/We have read and understand the commercial facade improvement program policy and agree, to the fullest extent feasible, to abide by said policy.

_____ I/We understand that a facade grant agreement will be signed with the city requiring prorated repayment of the injected grant dollars in the event the property does not maintain 50% or more of its floor space devoted to a commercial use; failure to properly maintain improvements to the property financed in part by the City per the agreement; or improvements are undertaken out of compliance with program guidelines.

_____ I/We understand that my/our project must be complete and all contractor certified payrolls verifying prevailing wages were paid and final lien waivers must be submitted.

_____ I/We understand the owner/applicant will be responsible for assuring all applicable Federal, State, County and City permits are secured and associated fees are paid prior to the onset of work.

_____ Due to the limitation on the amount of available program funds, I/WE understand that an eligible, completed application is not necessarily a guarantee of project funding.

_____ I/We understand that my/our property must be located within the geographically defined boundaries of the commercial facade improvement grant program area and the subject property must also be subject to real estate taxes.

_____ I/We understand the owner of the property is current on all real estate taxes and mortgage payments.

_____ I/We understand that, barring the occurrence of unforeseen circumstances beyond the control of me/us as applicant, I/we will be obligated to satisfactorily complete the facade redevelopment.

Applicant Signature

I understand that my submission of an application does not constitute a guarantee for funding under the commercial facade improvement program. I certify that all information is true and accurate to the best of my knowledge, and if approved, work will be

completed in accordance with the terms and conditions of the commercial facade improvement program policy and guidelines.

By signing below, the applicant acknowledges that he/she has received and read the program policy and guidelines for the commercial facade improvement program. Also, the applicant acknowledges that he/she is duly authorized to act on behalf of the company and/or each principal of the company and that the company is properly organized and licensed to conduct business in the State of South Carolina.

Applicant/Owner Signature

Date

For Office Use Only

Date application received: _____

Received by: _____

Reviewed by: _____

On _____, 20____, the Planning Commission recommended:

_____ Approval

_____ Denial

Approval with the following conditions: _____

In an amount not to exceed \$ _____

City of Inman

Commercial Facade Improvement Agreement

This agreement, entered into this _____ day of _____, 20____
between the City of Inman, South Carolina (hereinafter referred to as "CITY") and the
following designated OWNER/LESSEE:

Owner's Name: _____

Lessees' Name: _____

Name of Business: _____

Tax ID#/Social Security #: _____

Address of Property to be improved: _____

Recitals:

WHEREAS, the City of Inman has established a Commercial Facade
Improvement Program within the City Limits of Inman; and

WHEREAS, said Commercial Facade Improvement Program is administered by
the CITY, with the advice of the Planning Commission, and is funded by the hospitality
tax special revenue fund for the purposes of improving the appearance of the District in
order to increase tourism to the historic buildings and businesses within the District; and

WHEREAS, pursuant to the Commercial Facade Improvement Program, the
CITY has agreed to participate, subject to its sole discretion, in reimbursing
owners/lessees for the cost of eligible exterior improvements to commercial
establishments within the District up to a maximum of 50% of the approved contract
cost of such improvements and no more than \$10,000; and

WHEREAS, the Owner/Lessee's property is located within the City Limits, and the owner/lessee desires to participate in the Commercial Facade Grant Program pursuant to the terms and provisions of this agreement.

Now, Therefore, in consideration of the mutual covenants and agreements obtained herein, the City and the Owner/Lessee do hereby agree as follows:

Section 1. With respect to the facade improvements, the City shall reimburse the Owner/Lessee for the cost of improvements to improvements at _____ at the rate of fifty percent (50%) of such costs not to exceed \$10,000.00 for facade improvements. The improvement costs that are eligible for CITY reimbursement include all labor, materials, equipment, and other contract items necessary for the proper execution of the work as shown on the plans, design drawings, specifications, and estimated approved by the CITY and attached hereto as EXHIBIT A.

Section 2. No improvement work shall be undertaken until its design has been submitted to and approved by the CITY and until Owner/Lessee has obtained all permitted required pursuant to the applicable building and zoning codes. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within one hundred eighty days (180) from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is a demonstrated hardship.

Section 3. Upon completion of the improvements and upon their final inspection and approval by the CITY, the OWNER/LESSEE shall submit to the CITY contractor statements showing the full cost of the work, as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the facade improvement related work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The CITY shall issue a check to the OWNER/LESSEE as reimbursement for one-half of the approved construction cost estimate or one-half of the actual construction cost, whichever is less, subject to the limitations set forth in Section 1 hereof upon receiving the contractor's statement, proof of payment, and lien waivers.

Section 4. The OWNER/LESSEE shall place a sign acknowledging the CITY'S reimbursement for the facade improvements. The OWNER/LESSEE shall place the sign at the construction site during the time the improvements are being made. After the completion of the improvements, the OWNER/LESSEE shall place the sign in their

storefront window for 180 days after completion of the improvements. The sign must be posted prior to the CITY issuing its reimbursement.

Section 5. OWNER/LESSEE shall execute and record a restrictive deed covenant at the CITY's request.

Section 6. If the OWNER/LESSEE of the OWNER/LESSEE'S contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications, and the terms of this Agreement, then upon written notice being given by the CITY Administrator to the OWNER/LESSEE to the address listed above, the Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void.

Section 7. Upon completion of the improvement work pursuant to this Agreement and for a period of four (4) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in the Agreement, and for the said period of four (4) years following completion or the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change or remove such improvements, or the approved design thereof, nor shall the OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided in this Agreement unless such changes are first submitted to the CITY, and any additional review body designated by the CITY Administrator, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement.

Section 8. This Agreement shall be binding upon the OWNER/LESSEE and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the facade improvements provided herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER/LESSEE(s) of the provisions of this Agreement.

Section 9. The OWNER/LESSEE releases the CITY from, and covenants and agrees that the CITY and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with directly or indirectly with the facade improvements. The OWNER/LESSEE further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or

expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said facade improvements.

Section 10. For a period of four years from the date of project completion, the OWNER/LESSEE shall be considered in default of the agreement in one or more of the following circumstances: (1) the recipient fails to properly maintain the facade after improvements are completed; (2) the recipient becomes delinquent in paying all property taxes, fees, and licenses associated with the business/building where the improvements were made in compliance with applicable local, state, and federal codes, laws and regulations.

Section 11. In cases of default the OWNER/LESSEE, they must repay to the CITY on a prorated basis the reimbursement that the CITY made to the OWNER/LESSEE pursuant to this agreement.

Section 12. The CITY may take whatever action by law, or in equity, as may be necessary or desirable to collect any outstanding balance or to enforce the performance and observation of any other obligation or agreement of the recipient.

Section 13. Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the facade improvement provided for in this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER/LESSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

CITY of INMAN

By: _____

Name: _____

Title: _____

Attest:

By: _____

OWNER CONSENT FORM

If the applicant/primary contact does not own the property, this form must be completed by the property owner and submitted with the application. Please print or type requested information and submit it to Inman City Hall. Read carefully and complete all items.

The undersigned owner of the existing building located at _____

hereby grants permission to _____(applicant) to act on behalf of the owner for this funding request and has the authority to deal with the property and Commercial Facade Improvement funding request in all aspects. I understand that I will be required to jointly enter into a Commercial Facade Improvement Agreement with the City of Inman.

I further grant my permission to _____(applicant) and his/her contractors or agents to implement the improvements listed on the application or associated attachments as approved through the Planning Commission and City Council. The undersigned also agrees to work with the applicant to adhere to the Facade Improvement program requirements, which include maintaining the improvements authorized by the program for a period of four years from the date of the City's reimbursement.

I further acknowledge that the property located at _____ will not be eligible for any additional awards from the Facade Improvement Program for a period of four years, regardless of who applies for the funds.

I certify that I have received a copy of the Commercial Facade Improvement Program Policy and Guidelines from the applicant and that I am fully aware of what is being proposed. The undersigned agrees and understands it will be the applicant's responsibility to inform all other interested parties of any correspondence and the status of the commercial facade improvement program funding.

The undersigned hereby waives any claim against the City of Inman arising out of the use of said reimbursement for the purposes set forth in the Facade Application. The undersigned agrees to hold the City harmless for any charges, damages, claims or liens arising out of the Applicant's participation in the Commercial Facade Improvement Program.

In witness whereof, the owner has hereunto set his hand and seal, or if a corporation, has caused this instrument to be signed in its corporate name by its duly authorized officer and its seal to be hereunto affixed by authority of its Board of Directors, if a Partnership by its Partners, if a LLC, by its Members/Managers, etc.

Company Name

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

State of South Carolina

County of _____

ACKNOWLEDGEMENT

On this _____ day of _____, 20____, before me personally appeared _____, who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument and s/he acknowledged that s/he executed the foregoing instrument by his/her signature here.

Signature

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20__.

Notary Signature

_____, Notary Public

_____ County, South Carolina

My commission expires _____