



## ALABASTER DOWNTOWN REDEVELOPMENT AUTHORITY

### *Façade Improvement Grant Program Agreement*

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**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Alabaster Downtown Redevelopment Authority (hereinafter referred to as "ADRA") and the following designated GRANTEE, to wit:

Grantee Name: \_\_\_\_\_

Property Owner Name: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Address of Property to be improved:  
\_\_\_\_\_  
\_\_\_\_\_

### WITNESSETH:

**WHEREAS**, the ADRA has established a Façade Improvement Program for application within the Downtown Redevelopment District ("District"); and

**WHEREAS**, said Façade Improvement Program is administered by the ADRA and is funded by the general fund for the purposes of controlling and preventing blight and deterioration within the District; and

**WHEREAS**, pursuant to the Façade Improvement Program, the ADRA 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 \$25,000 of the approved contract cost of such improvements; and

**WHEREAS**, the GRANTEE'S property is located within the Downtown Redevelopment District, and the GRANTEE desires to participate in the Façade Improvement Grant Program pursuant to the terms and provisions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements obtained herein, the ADRA and the GRANTEE do hereby agree as follows:

## SECTION 1

With respect to the façade improvements to the structural elevation fronting a public roadway and related improvements, the ADRA shall reimburse the GRANTEE for the cost of improvements to the OWNER'S property up to a maximum amount of \$25,000. The actual total reimbursement amounts per this Agreement shall not exceed \$ \_\_\_\_\_ for façade improvements. The improvement costs, which are eligible for ADRA 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 estimates approved by the ADRA. Such plans, design drawings, specifications, and estimates are attached hereto as EXHIBIT A.

## SECTION 2

No improvement work shall be undertaken until its design has been submitted to and approved by the ADRA. Following approval, the GRANTEE can commence the work within 60 days of the date of this signed agreement. All project work should be completed within six months of the date of this signed agreement, unless otherwise authorized, but in no case later than September 1 of the grant year. All contractors performing the work must be licensed by the City of Alabaster, Alabama.

## SECTION 3

The following general conditions will apply to all projects: Improvements funded

by the grant will be maintained in good order; graffiti and vandalism will be dutifully repaired by Grantee. Property taxes must be current, participants may not have debts in arrears to the City. The property must be insured. All contractors must obtain City business licenses prior to beginning work.

## SECTION 4

The City Building Official and ADRA Project Coordinator shall periodically review the progress of the work on the façade improvements pursuant to the Agreement. Such inspections shall not replace any required permit inspection by the Building Official. All work which is not in conformance with the approved plans, design drawings, and specifications shall be immediately remedied by the GRANTEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings, and specifications and the terms of this Agreement.

## SECTION 5

Upon completion of the improvements and upon their final inspection and approval by the City Building Official and the ADRA Project Coordinator, the GRANTEE shall submit to the ADRA a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component, amount due to the contractor and each subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade improvement related work. In addition, the GRANTEE shall submit to the ADRA proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. Grantee shall also submit any forms required by the City finance department prior to payment. The ADRA shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers, issue a check to the GRANTEE as reimbursement for the approved construction cost, subject to the limitations set forth in Section 1 hereof.

## SECTION 6

If the GRANTEE or the GRANTEE'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 GRANTEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the ADRA shall cease and become null and void.

## SECTION 7

The GRANTEE releases the ADRA from all liability, and covenants and agrees that the ADRA shall not be liable for and agrees to indemnify and hold harmless the ADRA and its officials, officers, 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 façade improvement(s). The GRANTEE further covenants and agrees to pay for or reimburse the ADRA and its officials, officers, and agents for 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 ADRA shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said façade improvement(s).

## SECTION 8

No Third Party Beneficiary Rights. This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

## SECTION 9

Nothing herein is intended to limit, restrict, or prohibit the GRANTEE from undertaking any other work in or about the subject premises, which is unrelated to the façade improvement provided for in this Agreement.

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

**OWNER**

**GRANTEE**

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**Alabaster Downtown Redevelopment  
Authority**

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ADRA Chairman

ATTEST:

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ADRA Secretary