



ALABASTER DOWNTOWN REDEVELOPMENT AUTHORITY

Wednesday, September 27, 2023 at 5:30 PM
Conference Room | 1953 Municipal Way

AGENDA

CALL TO ORDER

ROLL CALL

Cedric Burden, Eve Hulsey, Andrea Holsomback, Mike Myers, Casie Jarman

MINUTES APPROVAL

- A. 08-08-2023 Minutes - ADRA Alabaster Downtown Redevelopment Authority

AGENDA ITEMS

- 1. Facade Grant Program Discussion
- 2. Consideration and adoption of Grant Application and Rules for the ADRA

ADJOURN MEETING

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting by:

Calling Office Number: 205-664-6800

Or Visit: <http://cityofalabaster.com/397/Americans-with-Disabilities-Act>



MINUTES OF THE ALABASTER DOWNTOWN REDEVELOPMENT AUTHORITY

Conference Room | 1953 Municipal Way
Alabaster, AL
August 08, 2023

CALL TO ORDER

Meeting called to order at 5:33 PM.

ROLL CALL

Cedric Burden, Eve Hulsey, Andrea Holsomback, Mike Myers, Casie Jarman

PRESENT

Cedric Burden
Andrea Holsomback
Eve Hulsey
Mike Myers
Casie Jarman

ALSO PRESENT

Brian Binzer
Mark Frey

MINUTES APPROVAL

A. 07-25-2023 Minutes - ADRA Alabaster Downtown Redevelopment Authority

Motion made by Hulsey, Seconded by Holsomback.
Minutes approved.

AGENDA ITEMS

1. Selection of Officers

Board Members serving on the Alabaster Downtown Redevelopment Authority will elect a Chairman, Vice-Chairman and Secretary for the ADRA.

- **Mike Myers** selected as Chairman
- **Andrea Holsomback** selected as Vice Chairman
- **Cassie Jarman** selected as Secretary

Motion made by Hulsey, Seconded by Holsomback.
Motion carried.

2. Façade Grant Program Discussion

- Alabaster Downtown Redevelopment Façade Grant Program and requirements.
- Committee reviewed the new map that depicted a three-mile radius from the new Alabaster Rec Center location at the corner of Hwy 119 and Thompson Rd.
- The City's website will have a new link under Boards and Commissions for the Alabaster Downtown Redevelopment Authority. The website will include information about the board, the map of eligible area, Façade Grant Program Application, and details about the program.
- Potential Guidelines for the Façade Grant Program

- \$2,500 - \$5,000 Mini-grants
- When will applications be received? Year round, twice a year, quarterly
- Timelines for application review
- Checklist for eligibility (business license and taxes in good standing, high traffic corridor, age of building, scope of work, size of project)
- Jacksonville and Dothan used as model for new program guidelines
- Application should include current photos, detailed description of proposed project or drawing
- Review larger projects and see if the City may be able to tap into other funds
- Next steps:
- Emulate Jacksonville's program and create a document for review.
- Create an application
- Set up guidelines for applications
- Mini-grants from \$2,500 to a max of \$5,000
- Large grant criteria and amounts
- Decide if we want a "rolling application" or set dates for applications
- Look at setting up meeting in late August or possibly beginning of September. (maybe September 6, 2023 @ 5:30 PM)

ADJOURN MEETING

Motion made by Myers, Seconded by Holsomback.
Meeting adjourned at 7:12 PM

Respectfully submitted,

J. Mark Frey



Alabaster Downtown Redevelopment Authority
Façade Improvement Grant
PROGRAM OUTLINE

In order to encourage economic development and maintain the aesthetic character of commercial property, the **Alabaster Downtown Redevelopment Authority** (ADRA) is announcing a **Facade Improvement Grant Program** for buildings within the Alabaster Project Area District. Limited funding is available, and an application process is required.

1. **Program Description:** The purpose of the Grant Program is to 1) rehabilitate and/or restore commercial buildings to historically compatible exterior design and 2) encourage new investment and commercial development in Alabaster.

- 1.1. Eligible work will be on any side of a building facing a public way or space and finished accordingly which includes:

- Signage and awnings
- Replacement of missing decorative features
- Restoration of doors, windows and chimneys
- Storefront or façade rehabilitation
- Removal of non-historic materials or additions
- Exterior paint (if used as an architectural element)
- Improving ADA access from the outside of the building
- Historic preservation-related maintenance which requires specialized care or expertise

- 1.2. In-eligible work includes:

- Major landscape improvements
- Plants
- Non-public faces of buildings
- Interior areas of buildings
- Normal, routine maintenance

2. **Funding Priorities:** The ADRA reserves the right to set priorities for which properties are eligible or ineligible to receive grant funds.

- 2.1. Currently eligible:

- Commercially-used property located within the Alabaster Project Area District.

2.2. Not eligible at this time:

- Residential properties within the Alabaster Project Area District.
- Government owned properties within the Alabaster Project Area District.

3. **Program Includes:** Each project is eligible for design consultation/project assistance from the City Building Inspector and Planning Commission, in addition to one of the following:

3.1. **Base Grant of up to \$2,500:** Direct grant, no match required.

3.2. **Base Grant + Matching Grant:** \$2,500 Base Grant in addition to ADRA matching dollar-for-dollar investment by property owner over the Base Grant amount, capping the ADRA's total investment at \$20,000 per application. (Requires a 50/50 match from the applicant for grant funds over and above the Base Grant amount.)

Examples:

ADRA spends	Applicant spends	Total project value
\$2,500 (Base)	0\$	\$2,500
Base + \$1,000 + \$1,000 matching	\$1,000	\$4,500
Base + \$2,500 + \$2,500 matching	\$2,500	\$7,500

4. **Who May Apply:**

4.1. Property Owners (One owner or business that occupies contiguous property equals one application.)

4.2. Tenants with Property Owner Approval

5. **Grant Status:** Grants will be awarded one per property. There can only be one open grant project per property.

6. **Other Funding:** Funds from other granting sources may be leveraged through this program.

7. **Application/Approval Process:** A multi-step application process is required. Appropriateness of applications is the decision of the ADRA, based on available funding, the application's ability to meet the goals and objectives of the Façade Improvement Grant Program, and the applicant's ability to begin and complete the proposed project within the terms of this program. The ADRA has sole authority to determine eligibility of proposed work, approve changes to approved grants, and confirm that work has been completed correctly. All designs must meet the requirements of the City's design standards. Certain work may be required or precluded as a condition of funding, and funding on approved grants may be withdrawn if any portion of a project changes substantially from what was approved by the ADRA, without receiving prior consent. For more information or an application form, contact the Alabaster Building Services Office, Phone: (205) 664-6823.

8. **Design Assistance:** The following design assistance is available to project participants:

8.1. **Consultation.** Project participants will be encouraged to consult with the City Building Inspector and ADRA to design their façade improvements. They will be able to provide design assistance to participants in the program for rehabilitation of exterior building facades and storefronts.

8.2. **Façade Design Guide.** The Façade Design Guide used by the City of Minneapolis as a companion piece to their Great Streets Façade Improvement Program. It is available as a free resource on the ADRA's web page (<http://www.jacksonville-al.org/commercial-development-authority-1/>). This is a professionally developed guide that provides some suggestions and ideas for storefront improvements that will help send a positive message to potential customers and draw them into the business.

9. **Terms:**

- 9.1. All grants are paid upon completion of work once final inspection and approval has occurred, unless otherwise agreed in writing.
- 9.2. Reimbursement shall be made only on improvements specifically approved as a part of the grant.
- 9.3. The ADRA reserves the right to withdraw funds on any portion of a grant that changes substantially from what was approved without first receiving prior consent from the ADRA. Such consent is to be given by the Chairperson in consultation with the project consultant or the Board of Directors depending on the nature of the change.
- 9.4. Funding is dependent on timely completion of projects. All grant projects must begin within 30 days of the signed agreement. All grant projects must be completed, and grant monies expended within six months of the signed agreement, unless authorized otherwise. For projects not requiring a building permit, ADRA staff or designated representatives will visit the site to ensure timely progress. Projects that require a building permit shall obtain a valid permit and initial inspection within six months of the signed agreement.

10. **Approval of Work:** The ADRA will have sole authority to determine eligibility of proposed work and confirmation of completed work. Certain work may be required or precluded as a condition of funding.

11. **General Conditions:** The following general conditions will apply to all projects:

- 11.1. Improvements funded by the grant will be maintained in good order for a period of at least five years; graffiti and vandalism will be dutifully repaired during this time period.
- 11.2. Property taxes must be current, and participants may not have debts in arrears to the City.

11.3. Grant recipients must provide proof of insurance on the property for which the grant is being awarded.

11.4. All contractors must obtain City business licenses prior to beginning work.

12. **Other Approvals:** Participants, with limited assistance from the ADRA and its consultant, will be responsible for obtaining necessary regulatory approvals including those from local advisory boards, including the City of Alabaster Planning and Building Department, City building permits and other necessary permits. All work must comply with City, State and Federal regulations. Please contact the Planning and Building Department, 205-664-6835, for information regarding local regulations.

13. **Selection Methods:** The ADRA may utilize ranking systems or other determining factors to assist in the selection process depending on availability of funds and the number of applicants. If used, a ranking system may include, but not be limited to location, building use, historic qualifications, need of applicant, and the project's significance. Such ranking systems may be modified at any time to meet the goals of the ADRA.

14. **Construction Contract:** All contractors must be licensed by the City. All construction contracts will be between the participant and contractor. In addition, business tenants must have written authority of the property owner prior to the commitment of funds.

15. **Commitment of Funds:** Awards will be based on available funding, the application's ability to meet the goals and objectives of the Façade Improvement Grant Program, and the applicant's ability to complete the proposed project within the time limits specified in the terms of this program. All proposed work will be reviewed and approved by the ADRA, prior to the ADRA's executing an official agreement with the applicant. The agreement will outline all the terms and conditions of the grant. It will be signed by the ADRA and the applicant and serve as the legal commitment of both parties as to the scope, quality of work and the amount of funds committed.

16. **Disbursement of Funds:** Prior to disbursement of funds, all completed work will be reviewed by ADRA staff or designated representatives and approved for compliance with the agreement. Once approved, the applicant will be reimbursed within five (5) business days from date of approval. The ADRA cannot reimburse contractors directly. If a project is approved in phases over a period of time, the ADRA may agree, in writing, to schedule partial reimbursement after each phase of the project.

Alabaster Downtown Redevelopment Authority

Façade Improvement Grant

APPLICATION REVIEW CHECKLIST

Applicant Information	Name	Property Owner <input type="checkbox"/> Yes <input type="checkbox"/> No
Property Information	Building address for which grant is sought	
	Name of Owner (if different than applicant)	

Façade Grant Application Checklist:

- ☐ Completed and signed ADRA Façade Grant Application
- ☐ Proof of building insurance
- ☐ Preliminary estimate of cost
- ☐ Drawings of proposed improvements
- ☐ Current photographs of the property to be improved
- ☐ Color and material samples, if relevant
- ☐ Historical photograph of the property to be improved, if available

General Conditions: The following general conditions must be met in accordance with the Façade Grant Program:

- ☐ Yes ☐ No Property taxes are current
- ☐ Yes ☐ No Property is insured
- ☐ Yes ☐ No Participants have no debts in arrears to the City
- ☐ Yes ☐ No Contractor(s) have a City business license
- ☐ Yes ☐ No Project has been approved by City Planning Commission
- ☐ Yes ☐ No Project can be initiated within 30 days of award
- ☐ Yes ☐ No Project can be completed within 6 months of award

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Alabaster Downtown Redevelopment Authority

Façade Grant Improvement Program Application

Please review the program description and the General Conditions prior to filling out this application. One owner or business that occupies contiguous property equals one application. Complete and return it to the City of Alabaster with the items listed in the checklist on page 2 of this application.

Applicant Information	Name	Phone
	Mailing Address	Email

Property Information	Building address for which grant is sought	
	Name of Owner (if different than applicant)	Phone

Proposed improvement(s) - *Check all that apply*

- | | | |
|--|---|--|
| <input type="checkbox"/> Awnings | <input type="checkbox"/> Exterior paint (if used as an architectural element) | <input type="checkbox"/> Replacement of missing decorative features |
| <input type="checkbox"/> Restoration of doors, windows, chimneys | <input type="checkbox"/> Improving ADA access | <input type="checkbox"/> Storefront or façade rehabilitation |
| <input type="checkbox"/> Restoration of doors, windows, chimneys | <input type="checkbox"/> Historic preservation-related maintenance | <input type="checkbox"/> Other proposed façade improvements (please specify below) |

Please describe the scope of the proposed project below. (Include a summary of the building's current condition, areas to be improved, and how the improvements will be made, as well as any proposed materials or colors.

The following items must be submitted with the Façade Grant Application:

- ☐ Completed and signed ADRA Facade Grant Application
- ☐ Proof of building insurance
- ☐ Preliminary estimate of cost
- ☐ Drawings of proposed improvements
- ☐ Current photographs of the property to be improved
- ☐ Color and material samples, if relevant
- ☐ Historical photograph of the property to be improved, if available

I agree to comply with the guidelines and standards of the ADRA Façade Improvement Program, and I understand that this is a voluntary program, under which the Alabaster Downtown Redevelopment Authority has the right to approve or deny any project or proposal or portions thereof.

Applicant(s) Signature_____Date _____

Building Owner's Signature_____Date _____
(if different from applicant)

ALABASTER DOWNTOWN REDEVELOPMENT AUTHORITY

Façade Grant Improvement Program Agreement

THIS AGREEMENT, entered into this _____ day of _____, 20____, between the Alabaster Downtown Redevelopment Authority (hereinafter referred to as “ADRA”) and the following designated OWNER/LESSEE, to witness:

Owner Name: _____

Lessee’s 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 OWNER/LESSEE’S property is located within the Public Square Overlay District, and the OWNER/LESSEE desires to participate in the Façade Improvement 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 OWNER/LESSEE 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 OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE'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 OWNER/LESSEE can commence the work within 30 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. All contractors performing the work must be licensed by the City of Alabasster, 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. Property taxes must be current, participants may not have debts in arrears to the City, and the property must be insured. All contractors must obtain City business licenses prior to beginning work.

SECTION 4

The City Building Inspector 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 Inspector. All work which is not in conformance with the approved plans, design drawings, and specifications shall be immediately remedied by the OWNER/LESSEE 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 Inspector approval by the City Building Inspector, the OWNER/LESSEE 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 and every subcontractor involved in

furnishing labor, materials, or equipment necessary to complete the façade improvement related work. In addition, the OWNER/LESSEE 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. 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 OWNER/LESSEE as reimbursement for the approved construction cost, subject to the limitations set forth in Section 1 hereof.

SECTION 6

If the OWNER/LESSEE or 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, 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 OWNER/LESSEE releases the ADRA from, and covenants and agrees that the ADRA shall not be liable for, and covenants 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 OWNER/LESSEE further covenants and agrees to pay for or reimburse the ADRA and its officials, officers, 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 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

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 façade improvement provided for in this Agreement.

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

OWNER

LESSEE (if applicable)

Alabaster Downtown Redevelopment Authority

ADRA Chairman

ATTEST: _____
ADRA Secretary