

City Council

Mayor Una Glass

Vice Mayor Sarah Glade Gurney

Neysa Hinton

Patrick Slayter

Diana Rich



Planning Director

Kari Svanstrom

Associate Planner

Alan Montes

Senior Administrative Assistant

Rebecca Mansour

## City of Sebastopol Design Review Board Staff Report

Meeting Date: March 17, 2021  
Agenda Item: 7A  
To: Design Review Board  
From: Alan Montes, 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 last review of the Façade Improvement applications the Board allocated \$9,375 out of the \$20,000 fund. This leaves \$10,625 remaining in the fund for the fiscal year.

### **Project Description:**

The Planning Department has received an additional two Façade Improvement Program applications. A brief description of each application has been provided below.

- (2021-002) – 120 High St.  
The applicant/building owner (Ben Wylie) is requesting a Façade Improvement Rebate to replace the broken panes and mechanism to the original casement windows. The project has been quoted at \$3,890 for the replacement windows and operators, including labor. The project qualifies for the full rebate of \$2,500.
- (2021-003) - 107-121 N Main St.  
The applicant/owner (Ken Jacobs) is requesting a Façade Improvement Rebate to install a new black awning on the building, which will include the building name. The signage is

anticipated to be 6.67 sq. ft. and requires an administrative sign permit (\$149.80). The project has been quoted at \$2,962 for the construction and installation of the awning. Altogether the project is estimated at \$3,111.80. The project qualifies for a rebate of \$2,333.85.

**Analysis:**

Staff is supportive of the projects as they are permanent/long-lasting improvements which staff believes will enhance the attractiveness of our downtown and surrounding areas. Should all the façade improvement program requests be approved the City would be allocating \$4,833.85 out of the remaining \$10,625 fund. This would leave \$5,791.15 remaining in the fund for the fiscal year, which staff believes is adequate. Additionally, the final date to submit an FIP application in this fiscal year will occur on April 20, 2021.

Should the Board approve applications the recipient will be provided signs advertising the FIP on their buildings.

Lastly, the Planning Department has submitted for the same amount of funding for the next fiscal year to continue the program.

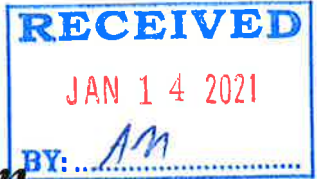
**Recommendation:**

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:**

120 S. High St (2021-002) Application  
107-121 N. Main St. (2021-003) Application

2021-002



# *City of Sebastopol Façade Improvement Program*



*Planning Department  
City Hall, 7120 Bodega Avenue  
Sebastopol, CA 95472  
707-823-6167  
<http://ci.sebastopol.ca.us>  
[AMontes@cityofsebastopol.org](mailto:AMontes@cityofsebastopol.org)*

*Fiscal Year 2020-2021  
City of Sebastopol  
Planning Department*

2021-002

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FAÇADE IMPROVEMENT REBATE PROGRAM

**APPLICATION FORM**

1. Applicant Name: Ben Wylie Contact Person: Ben Wylie

Phone # 7078431723 E-Mail: benwylie1@gmail.com

Business Name: None-Building owner DBA: Type text here

Web site: None

Property Address: 120 High Street

Mailing Address: POB 615 City: Rancho Santa Fe Zip: 92067

Total Building Sq. Ft: 3,763 Building Street Frontage: 160' Parcel # 004-201-013-000

Are you the: ☒ Owner/Occupant ☐ Tenant Expiration of Lease: None

Please check one: ☐ Proprietorship ☐ Partnership ☐ Corporation

2. Type of Business or Businesses in Building: Hair salon, tatoo parlor & general office

3. Project Description: To preserve the original casment windows by means of replacing broken panes and mechanisms. These original casement windows are a major architectural component of this historic gateway building. The entire building is comprised of 5 attached, yet separate suites/businesses that face Bodega & High Streets: 110, 120 & 130 High Street & 7203 & 7205 Bodega Ave.

**4. Estimated Costs:**

Category	Bid Costs
A. Painting	\$ _____
B. Signage	\$ _____
C. Awnings	\$ _____
D. Landscaping and Irrigation	\$ _____
E. Exterior Lighting	\$ _____
F. City Permit Fees	\$ _____
G. Other (Attach separate complete list of all proposed improvements and breakdown of bid costs)	<del>XXXX</del> \$ 3,890

Total Estimated Cost ~~XXXX~~ \$3,890

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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: I do not believe  
permits are required.

**6. Estimated Date of Façade Project Completion:** In progress

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

**NOTE: IMPROVEMENTS COMPLETED PRIOR TO APPROVAL ARE INELIGIBLE**

Name of Applicant: Ben Wylie

Signature: Ben Wylie Date: 1/5/2021

Name of Building Owner if different from Applicant:

<u>707-843-1723</u>	<u>benwylie1@gmail.com</u>
(Print name)	(Phone number) (Email address)

Property Owner signature: Ben Wylie Date: 1/5/2021

## **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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- 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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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: Ben Wylie

Signature: Ben Wylie (Please Print) Date: 1/5/2021

Name of Building Owner If Different from Applicant: \_\_\_\_\_

Signature: Ben Wylie (Please Print) Date: 1/5/2021



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**PROPERTY MAINTENANCE AGREEMENT**

The undersigned Ben Wylie ("Applicant") proposes to undertake certain building exterior renovation and/or landscaping improvement work on commercial or industrial property located at 120 High 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: Ben Wylie  
(Please Print)

Signature: Ben Wylie Date: 1/5/2021

Name of Building Owner If Different from Applicant:

7078431723 benwylie1@gmail.com  
(Please Print) (Phone Number) (Email Address)

Property Owner signature: Ben Wylie Date: 1/5/2021

CITY OF SEBASTOPOL  
FAÇADE IMPROVEMENT REBATE PROGRAM

**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.

*Ben Wylie*  
\_\_\_\_\_  
Applicant Signature

1/5/2021  
\_\_\_\_\_  
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.

## Proposal

### JACK SMITH GLASS & SASH INC.

1050 N. Dutton Avenue

Santa Rosa, California 95401

CONTRACTOR LIC. #432558

PHONE: (707) 544-0640

FAX: (707) 544-9106

WE ARE NOT RESPONSIBLE

FOR MATERIALS MEETING

BUILDING CODES

PROPOSAL SUBMITTED TO:

**Ben Wylie**

ADDRESS

**120 HIGH ST.**

CITY

**SEBASTOPOL CA.**

PHONE

**707- 843-1723**

JOB LOCATION

DATE

**11/18/20**

### FURNISH & INSTALL

#### STEEL PUTTY HACKOUTS

**23 - 18" X 14" CLEAR & OBS GLASS**

**2 - 20" X 14" CLEAR TEMPERED GLASS**

**6 - BRONZE OPERATORS**

**TOTAL INSTALLED \$3,890.00**

\*\*\*\*\* ACTUAL SIZES ON FILE\*\*\*\*\*

**Note: Jack Smith Glass & Sash is not responsible for obtaining or issuance of any permits for work performed.**

**New wood stops not included. Not responsible for cleaning, painting or breakage by others.**

**Jack Smith Glass & Sash Labor warranted against leaking is for One year.**

**We Propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of:**

**FOUR THOUSAND FOUR HUNDRED NINETY** dollars(\$ **3,890.00** ).

Payment to be made as follows:

**20% Deposit, balance due upon completion**

**If seller deems advisable to Institute legal proceedings to recover the merchandise or enforce collection of the prices therefore buyer shall**

**pay the expense of such proceedings, including such reasonable counsel fees as may be fixed by the court having jurisdiction thereof.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike

manner according to standard practices. Any alteration or deviation from above

specifications involving extra costs will be executed only upon written orders, and

will become an extra charge over and above the estimate. All agreements contingent

upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado

and other necessary insurance. Our workers are fully covered by workman's

compensation insurance.

Authorized **THANK YOU**

Signature **DEBORAH ROMELLI**

Note: This proposal may be withdrawn

by us if not accepted within **30** days.

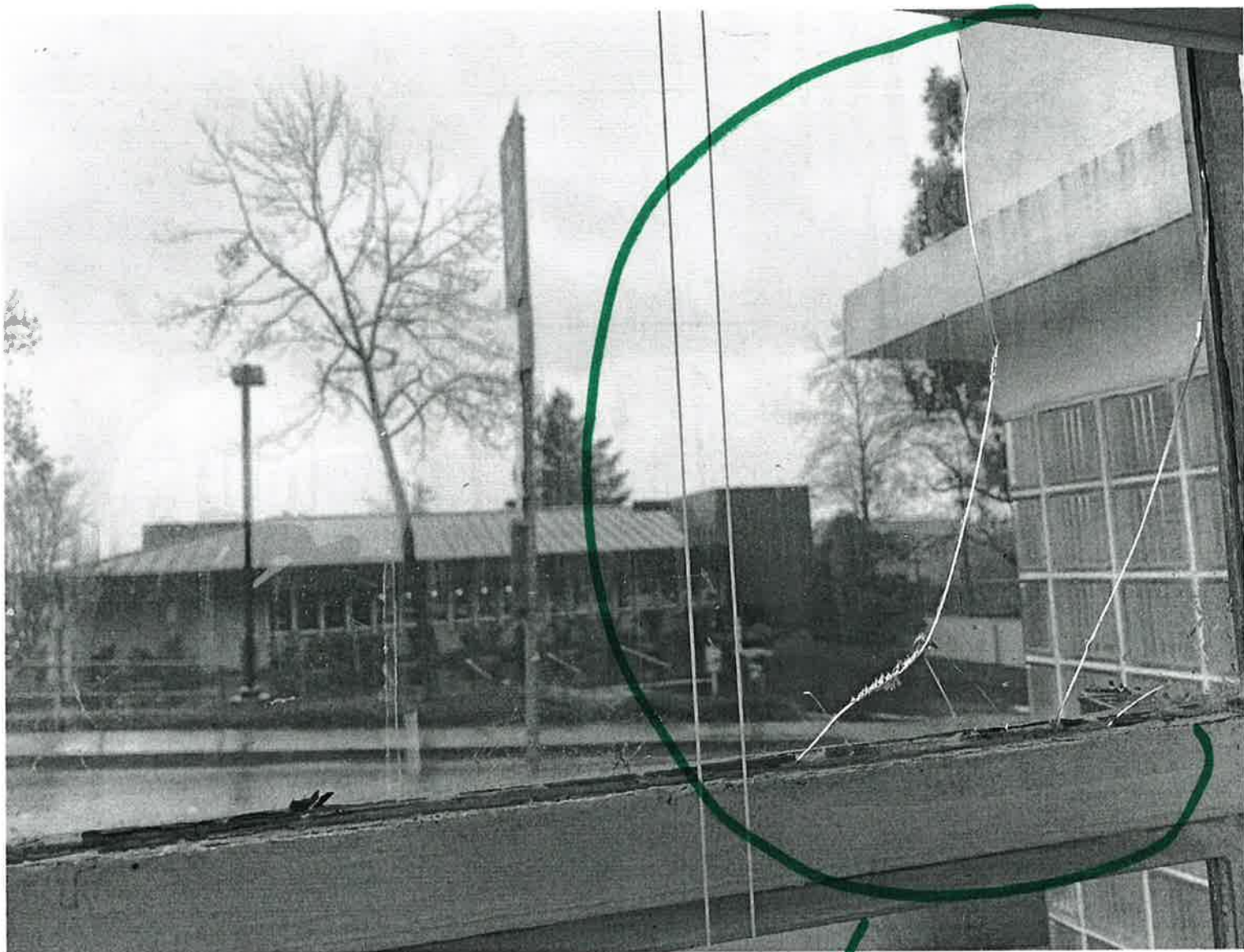
**Acceptance of Proposal --** The above prices, specifications

and conditions are satisfactory and are hereby accepted. You are authorized Signature

to do the work as specified. Payment will be made as outlined above.

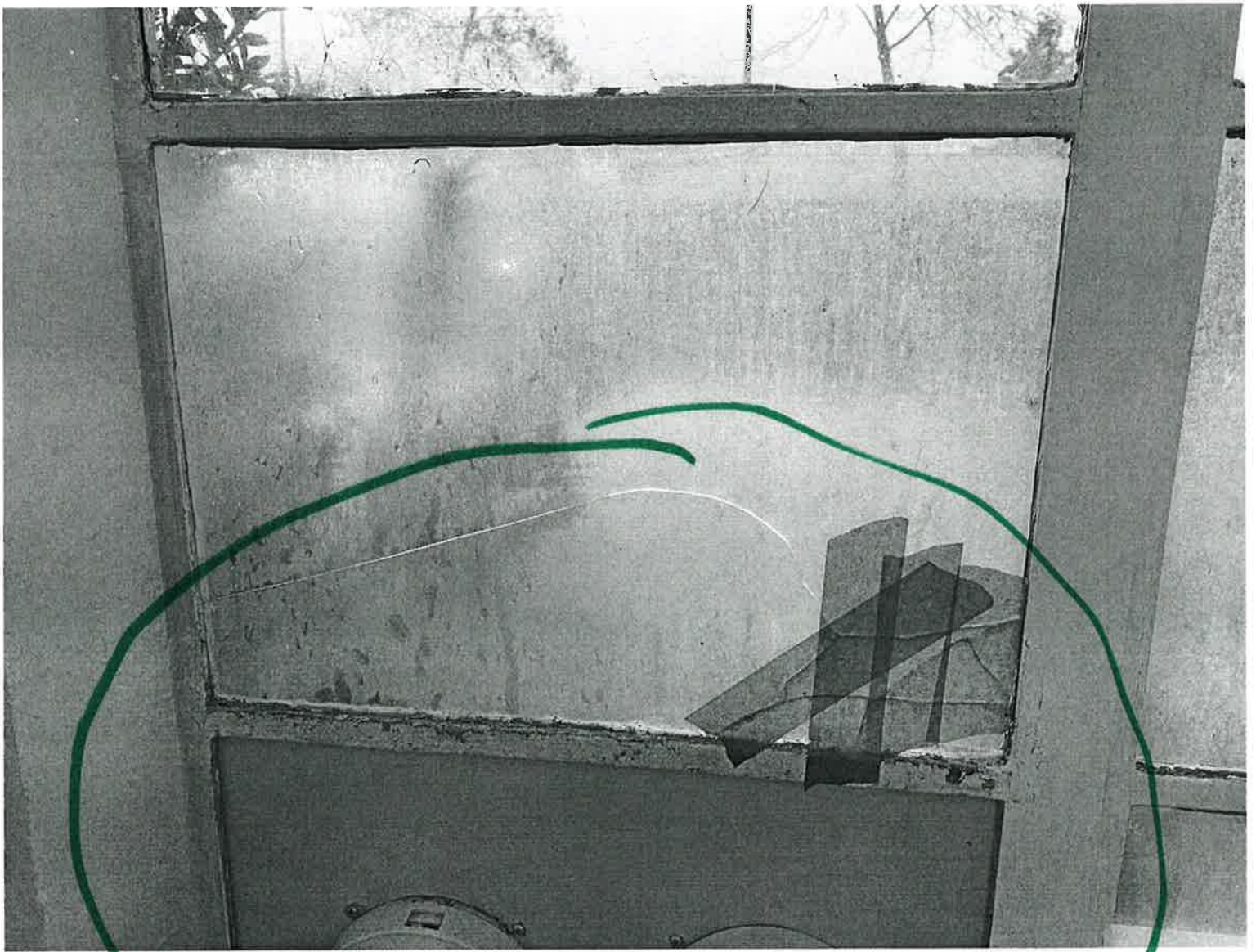
Date of Acceptance:

Signature

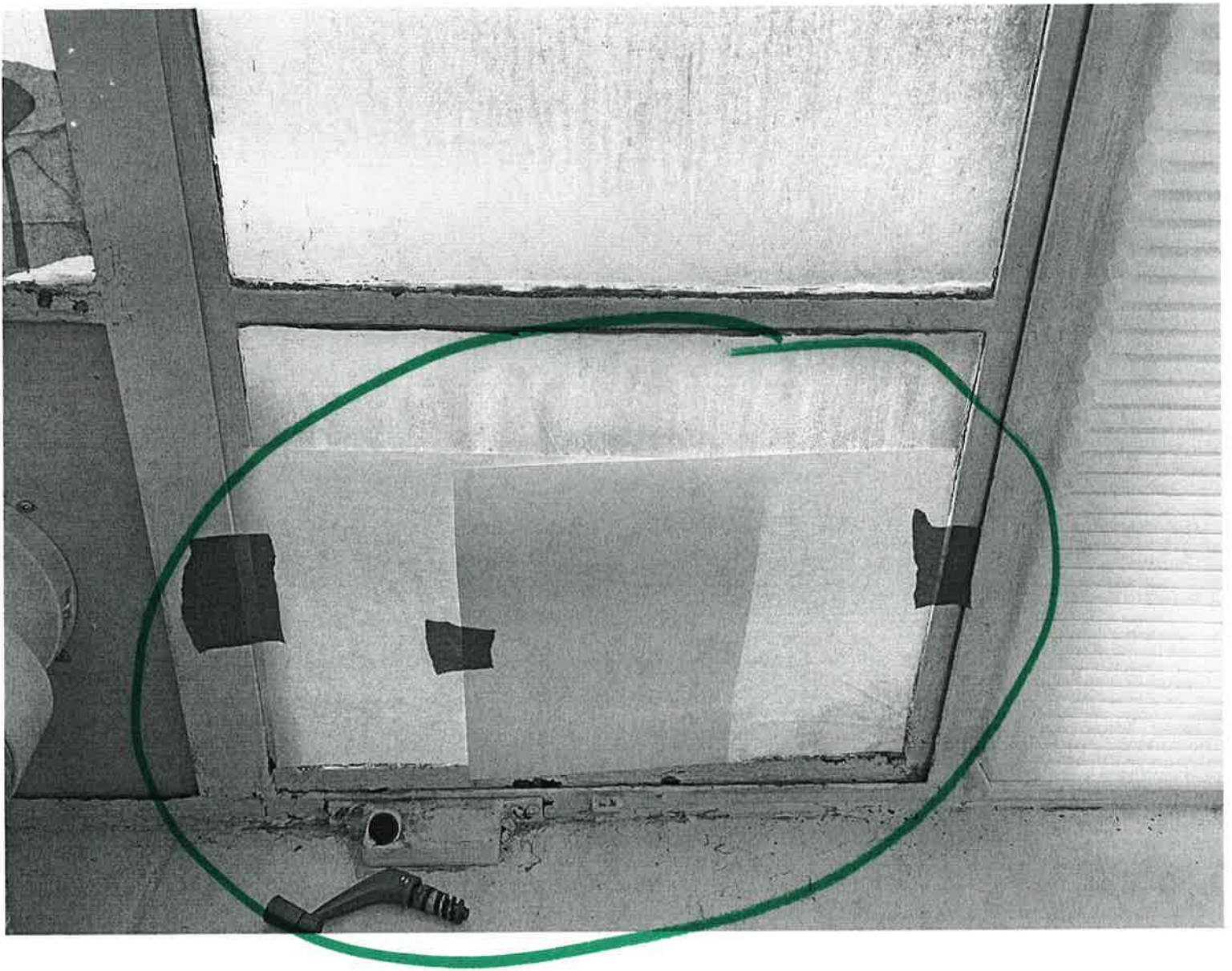


cracked  
glass



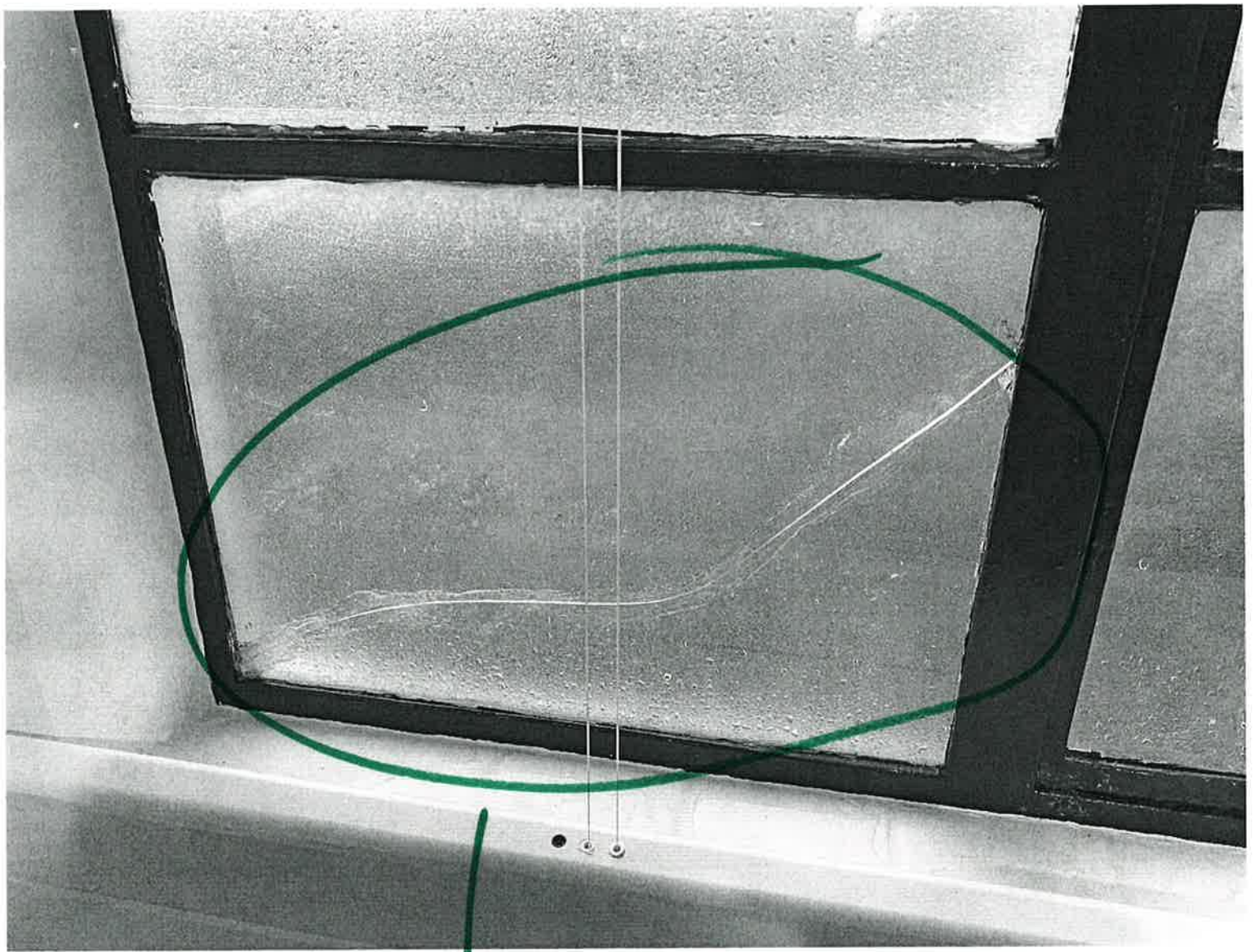


cracked glass  
+  
holes



cracked window  
+  
broken crank

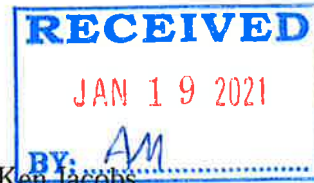




cracked  
pane

2021-003

CITY OF SEBASTOPOL  
FAÇADE IMPROVEMENT REBATE PROGRAM



**APPLICATION FORM**

1. Applicant Name: Ken Jacobs Contact Person: Ken Jacobs

Phone # 829-7303 E-Mail: ken@kenjacobs.com

Business Name: Town Plaza Professional Bldg., LLC DBA: \_\_\_\_\_

Web site: \_\_\_\_\_

Property Address: 107-121 North Main Street

Mailing Address: 117 North Main Street City: Sebastopol Zip: 95472

Total Building Sq. Ft: 4400 Building Street Frontage: 50 Parcel # 004-053-034-000

Are you the: ☒ Owner/Occupant ☐ Tenant Expiration of Lease: \_\_\_\_\_

Please check one: ☐ Proprietorship ☐ Partnership ☐ Corporation ☒ Limited liability company

2. Type of Business or Businesses in Building: Office Building (small professional offices)

3. Project Description: New Awning installed over second floor entrance to building

facing Main Street. Awning will be covered with Black Sunbrella fabric

with the name of the building printed on the front panel (Town Plaza

Professional Building). Size 12'6" (w) x 4'4" (h) x 3'0" (d).

**4. Estimated Costs:**

Category	Bid Costs
A. Painting	\$ _____
B. Signage	\$ _____
C. Awnings	\$ <u>2,962.00</u>
D. Landscaping and Irrigation	\$ _____
E. Exterior Lighting	\$ _____
F. City Permit Fees	\$ _____
G. Other (Attach separate complete list of all proposed improvements and breakdown of bid costs)	\$ _____

**Total Estimated Cost** \$ \_\_\_\_\_



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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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**6. Estimated Date of Façade Project Completion:** 8 weeks from approval of rebate.

**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 type="checkbox"/> Provided            |   |
| 3. Awning design (if applicable)                              | <input checked="" type="checkbox"/> Provided | <input 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 checked="" type="checkbox"/> Provided |   |
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**NOTE: IMPROVEMENTS COMPLETED PRIOR TO APPROVAL ARE INELIGIBLE**

Name of Applicant: Ken Jacobs

Signature:  Date: 01/12/2021

Name of Building Owner if different from Applicant:

Town Plaza Professional Building, LLC  
(Print name) (Phone number) (Email address)

Property Owner signature:  Date: 01/12/2021  
Ken Jacobs, Manager



# ESTIMATE/CONTRACT

PHONE: 823-8888 Thomas

FAX:

Quote Number: 7216

Customer ID: jacobs115

Good Thru: 2/10/21

3547 SANTA ROSA AVENUE • SANTA ROSA, CA 95407  
TEL (707) 588-9900 • FAX (707) 588-9065

Contractor's License No. 462693

**Approx. ship date: 6-8 weeks**

INVOICE: Ken Jacobs  
117 North Main St.  
Sebastopol, CA 95472

SHIP TO: 115 North Main St.  
Sebastopol, CA 95472

Special Instructions : Customer responsible for any permits.

Payment Terms : 50% deposit / Balance due net 10 after completion

Quantity	Description	Unit Price	Extension
1.00	Traditional awning. Frame and cover.	1,800.00	1,800.00
1.00	Lettering (TOWN PLAZA PROFESSIONAL BUILDING) White letters	600.00	600.00
1.00	INSTALLATION (non-taxable)	400.00	400.00
	Material- Sunbrella		
	Color- Black		
	Frame color- Black		
	Price does not include permit		
Subtotal			2,800.00
Sales Tax			162.00
<b>Total</b>			<b>2,962.00</b>
Deposit			

\*\*Frames are not engineered

\*\*Price does not include cost of permits

\*\*If applicable permit fees will be added to final invoice

Contractors are required by law to be licensed and regulated by the Contractors' State License board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

**CONTRACTORS' STATE LICENSE BOARD**  
1020 N Street, Sacramento, California 95814

This order is subject to approval and acceptance of Redwood Empire Awning. I have read and accepted the terms and notice to owner on the back side of this proposal.

ACCEPTANCE

SIGNED BY:

DATED:

DATED: 1-12-2021 SALESMAN:

Greg Lenney

NOTE: This proposal may be withdrawn by us if not accepted within 5 days.



# Awning Location



## **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
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- 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)

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- 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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- 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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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: Ken Jacobs  
(Please Print)

Signature:  Date: 01/12/2021

Name of Building Owner If Different from Applicant: Town Plaza Professional Building, LLC  
(Please Print)

Signature:  Date: 01/12/2021  
Ken Jacobs, Manager



**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*

01/12/2021  
\_\_\_\_\_  
*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.



## **PROPERTY MAINTENANCE AGREEMENT**

The undersigned Ken Jacobs ("Applicant") proposes to undertake certain building exterior renovation and/or landscaping improvement work on commercial or industrial property located at 107-121 North 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: Ken Jacobs  
(Please Print)

Signature:  Date: 01/12/2021

Name of Building Owner If Different from Applicant:

Town Plaza Professional Building, LLC (829-7303) ken@kenjacobs.com  
(Please Print) (Phone Number) (Email Address)

Property Owner signature:  Date: 01/12/2021  
Ken Jacobs, Manager