



City of Pascagoula Façade Grant Program

The City of Pascagoula will enact a Façade Improvement Program with the assistance of funding from the Community Development Block Grant program. The intent of this program is to increase the attractiveness of the City, increase patronage of businesses, increase the value of local properties, and attract more private investment in the City.

Who is eligible to participate in the program?

Applicants must be property owners or tenants operating retail businesses, restaurants, service establishments or offices (tenants must have a façade easement and application signed by the property owner).

Properties must be up to date on all taxes (including property tax and the City's Business License) prior to participation in the program.

Applicants must comply with all state and local laws and regulations pertaining to licensing and permits.

How does the program work?

Applications will be distributed beginning January 28, 2010. Applications will be available at City Hall, Community Development, and Main Street. Applications must be completed and returned before 5pm on March 1, 2010.

Applications will be reviewed and scored by a committee comprised of the Pascagoula Main Street Design Committee and the Community Development Department. Emphasis will be placed on projects which will increase the value of the applicant property as well as other properties in the area, projects which bring new business to the downtown district, projects which coincide with restoration to the interior of buildings, project cost, and those projects which enhance the unique character of downtown Pascagoula.

Once the potential participants are selected, the design professional selected for the program will photograph the selected properties and interview each owner/tenant to ascertain the appropriate enhancement approach. The design professional will develop renderings and technical recommendations for each façade. The City, design professional, and project engineer will then develop specifications and bid documents for the project. At this point, the entire project will be bid and awarded to one construction company. The construction process will be overseen by the City.

The property owner will give the City a temporary easement on the facades of their buildings allowing the local government to spend funds on their improvements. In exchange for these temporary easements, the grant funds help pay for the facade improvements. The advantages of this type of façade program are that it allows for a single source of project management, a single source of design, and a single source for construction. The single source of design, used in conjunction with the Main Street Program's Design Committee, ensures that all façade enhancements are sympathetic to the historic architectural heritage of their place. The single source of construction allows for dramatic cost savings since the contractor purchases all construction supplies for the entire enhancement project, rather than each property owner having

to buy their own sign, door, windows, paint, awnings, etc. However, the biggest advantage to this approach is the ability for a downtown district to receive an overall appearance facelift in a short amount of time.

What is the Project Area?

The 2010 Pascagoula Façade Grant Program Project Area will be the area bounded by Krebs Avenue on the north, Pascagoula Street on the east, Convent Avenue on the South, and the Pascagoula River on the west. Both sides of the boundary streets are considered within the Downtown district.

What about other parts of the City?

The City hopes to expand the program in phases over several years to include additional parts of town.

What improvements are eligible for reimbursement?

- Cleaning, repainting, patching, or re-siding of façade walls of buildings. This includes rear facades which face city streets.
- Installation or repair of awnings or canopies, where these can be both functional and meet the historical character of the City of Pascagoula.
- Replacing, repairing, or relocating storefronts, doors, windows, parapets or cornices, including the removal of extraneous elements or exterior finishes or materials that are not in agreement with the historical character of the City of Pascagoula.
- Installation or repair of exterior lighting and perpendicular hanging signs.

What is not eligible for reimbursement?

- Interior improvements.
- Roof repairs, except those portions that directly abut to a new or renovated façade.
- Removal of architecturally important features.
- Sidewalk repairs (these will be addressed by the City).
- Alarm systems.
- New building construction
- Electrical work that involves more than providing service to the façade.
- Any items that are not in compliance with the city ordinances.

What kind of grant can I receive?

The City will provide funding at a matching rate of 60-40, up to \$10,000.00, to property owners included in the City's project area. Therefore, if the City provides \$6,000.00 to a project, the grantee must provide \$4,000.00, and if the City provides \$10,000.00 to a project, the grantee must provide \$6,666.00 in cash to fund the project. You may certainly decide to undertake a project of any size and scope, but the City will provide no more than \$10,000.00 towards eligible reimbursable expenses of the project. The matching funds provided by the applicant must pay for eligible expenses. Once the match is reached, you are welcome to make additional improvements to your building. These improvements may be included in the scope of work provided by the contractor, but all additional design, engineering, construction and material costs will be the responsibility of the applicant.

What is the project timeline?

January 28, 2010 – Kickoff Meeting and applications distributed

March 1, 2010 – Deadline for submitting applications

Early March – Review applications

March – Design Professional consults with selected applicants

April – Engineers develop complete construction plan for bid

Late May – Award contract

June – Construction begins

What are the other details?

Grants may range from \$500.00 to \$10,000.00. Some projects may only include exterior paint, or the purchase of a new awning, while others may be large construction projects.

The Property Owner must sign a façade easement which requires the proper maintenance of the façade improvements for a period of five (5) years after the completion of the improvements, unless written permission is obtained from the City.



Façade Grant Application

Property Information

Applicant's Name _____

Property Address _____

Store/Company Name _____

Name of Property Owner _____

Property Owner address _____

Applicant Phone Number _____

Applicant's E-Mail Address _____

Desired Façade Improvements

Please note your desired façade improvements:

- | | | |
|--|---|--|
| <input type="checkbox"/> Overall Cleaning | <input type="checkbox"/> Awnings/Canopies | <input type="checkbox"/> Signs |
| <input type="checkbox"/> Cornice/Coping/Parapet | <input type="checkbox"/> Lighting | <input type="checkbox"/> Ornamental Elements |
| <input type="checkbox"/> Windows | <input type="checkbox"/> Wall Material | <input type="checkbox"/> Other (please list) |
| <input type="checkbox"/> General Maintenance (ie –
glass replacement, caulking, etc.) | <input type="checkbox"/> Doors | |

Describe your desired improvements. You must include your estimated total project budget. (photographs, sketches, and additional pages may be attached)

Describe the intended use of your building

Is your building currently occupied? Yes _____ No _____

If not, when was it last occupied and when do you anticipate opening for business?

Façade Grant Program Policy

The City of Pascagoula will review and determine eligibility of all applications. Grants are awarded at the discretion of the City. I, _____, hereby make application to the City of Pascagoula for participation in the City of Pascagoula Façade Grant Program. I understand that the City must approve my application, and that it must conform to established design guidelines, as well as specific design recommendations of the City. If approved, I understand that all work performed is subject to development standards, building and property codes, and permit requirements. I further understand that by participating in this program, I agree to make no changes to the façade of my building without permission from the City for a period of five (5) years, and that violation of this condition will result in repayment of the grant by the applicant. In the event of a change of ownership of the property, this condition transfers to the new owner and violation of this condition will result in repayment of the grant by the new owner.

Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete.

Name of Applicant (printed)

Name of Property Owner
(if different from Applicant)

Signature

Signature

Date

Date

Please return the completed application to:
City of Pascagoula, Community Development, Attn: Harry Schmidt, P. O. Drawer 980,
Pascagoula, MS 39568

NO APPLICATIONS WILL BE ACCEPTED AFTER 5PM, MARCH 1, 2010.

STATE OF MISSISSIPPI

COUNTY OF JACKSON

FACADE EASEMENT

This Easement, granted this _____ day of _____, 2010 between _____ (hereinafter referred to as “Grantor”) and the City of Pascagoula, a municipality organized under the laws of the State of Mississippi, as Grantee:

WITNESSETH:

WHEREAS, the Grantor, _____, is the owner of property located at _____ in Pascagoula, Mississippi, and desires to participate in the City of Pascagoula Façade Grant Program and;

WHEREAS, the Grantor has been thoroughly acquainted and advised of the terms, conditions and provisions of the City of Pascagoula Façade Grant Program; and

WHEREAS, the Grantee is carrying out a program to revitalize the downtown district of the City; and

WHEREAS, the design of the property and buildings and improvements thereon are a part of and contribute to the unique architectural and historical character of the City of Pascagoula; and

WHEREAS, the City desires that the unique architectural and historical character be preserved by the restoring, improving, preserving and maintaining the buildings, structures and open area in its downtown area; and

WHEREAS, the City has determined that the restoration and preservation of the downtown as a whole is expected to benefit both the owners of property in the downtown district by increasing the values of such property by reason of their inclusion in a special unique area and also the City and all residents and taxpayers therein by increasing the economic vitality of the downtown district; and

WHEREAS, the effective revitalization of the downtown district is largely dependent upon the rehabilitation and preservation of significant historical properties in the downtown district inasmuch as continued deterioration of such property may have a serious detrimental effect on the entire downtown district by damaging its overall character and may contribute to increased code deficiencies and the spread of blight within the area which would be counter-productive to the revitalization effort of the City; and

WHEREAS, the City has approved a plan which includes objectives to be pursued in the revitalization of the downtown district of which rehabilitation and preservation of the unique architectural and historical character of the downtown district is an important part; and

WHEREAS, the City has determined that the carrying out of this revitalization and conservation policy and plan will be significant public benefit not only to the downtown district but to all of the people of the City; and

WHEREAS, the Grantor desires to assist in rehabilitating and preserving the unique architectural and historical character of the downtown district in which the property hereinafter described is located and to participate in the plan approved by the City;

NOW, THEREFORE,

IN CONSIDERATION of the premises, the benefits to all parties, the Grantor hereby grants, conveys and transfers to the Grantee a Façade Easement for a term lasting five (5) years from the date of the signing of this document, in and over, and the right to restrict the use of, the following described property:

Building located at, _____

TO HAVE AND TO HOLD, all and singular, this grant of façade easement over the premises, unto the City of Pascagoula, its successors and assigns, forever.

The following Restrictions are hereby imposed upon the use of the property in accordance with the policy of the City of Pascagoula in preserving places and buildings having a special historical and aesthetic interest or value, the acts and things which the Grantor, its successors and assigns covenant to do and not to do in and upon the property herein described and the Restrictions which the Grantee is entitled to enforce are as follows:

1. The Grantor shall not make any changes in or alterations, repairs, or improvements or additions to, nor shall it remove any portion of, the façade of the building or structure presently located thereon which in any way affects or requires work to be performed on any exterior portion or feature of the façade of the building or structure now located thereon, or which changes the external physical appearance of the façade in any way, without prior written approval of the Grantee or other duly designated agent, agency or representative so designated by Grantee. Any request for changes shall be in writing and shall be acted upon within thirty (30) calendar days of submission. Failure to act by the Grantee or other duly designated agency within thirty (30) calendar days shall be construed as an approval of such application. This provision includes but is not limited to signage and all forms of graphic business identification that could be attached or applied to the façade.
2. The Grantor will retain and maintain the façade on the building now located on the property, intact in the design and character achieved after improvements performed in accordance with the provisions of Downtown Revitalization Program Bid Documents and Specifications and will at all times maintain the same in good condition and repair subject to the provisions of this instrument. In the event of the total destruction beyond the control of the Grantor, this easement shall become null and void.
3. For the purposes of this instrument, the term “façade” is that portion of the exterior of the historically designated structure located thereon which faces a public way. It includes all architectural and construction features visible from any point on the public way outside of the building, including without limitation structural materials, facing materials, windows, doors, trim, sills, steps, railings, cornices, moldings, fences, and other associated features.

4. The Grantee or other duly authorized agent or contractor may enter upon the property to perform any required work after first giving reasonable notice to the Grantor. For the terms of this document "reasonable notice" shall be considered twenty-four (24) hours notice via telephone, person to person, or proof of Grantor's receipt of notice via certified U. S. mail delivery.
5. The Grantee shall make available to and assist the Grantor during the implementation phase of the Downtown Revitalization Program as follows:
 - A. will prepare illustrations, plans, specifications and cost estimates for Façade Work;
 - B. will supervise the performance of the contract for the implementation of the Façade renovation;
 - C. pay a sum not to exceed \$10,000.00 for the restoration and refurbishing of one (1) exterior Façade fronting on the designated public way; and
 - D. will furnish advice, guidance, and inspections in connection with the coordination of work on the Façade.
6. The Grantee, in order to insure the effective enforcement of this Easement, shall have, and the Grantor hereby grants the following rights:
 - A. in the event of a knowing and willful violation of this easement and upon reasonable notice to the Grantor, the right to enter upon the premises and correct such violations and hold the Grantor responsible for the cost thereof; and
 - B. the right to place a lien against the property to secure payment by the Grantor of any obligations arising under this easement.
7. The Grantor agrees that he will seek no reimbursement from Grantee for any taxes, mortgages, liens, deeds to secure debt, or other obligations attaching to or constituting a lien on the property. Grantor agrees to indemnify and hold Grantee harmless from any claims of third persons, including court costs and attorney's fees, arising out of Grantee's acceptance and holding of this easement. Grantee shall not be liable to contribute to the maintenance of the premises.

Witness the signature of the Grantor by and through its duly authorized p____ on this, the _____ day of _____, 2010,

GRANTOR

STATE OF MISSISSIPPI

COUNTY OF JACKSON

Personally appeared before me, the undersigned authority in and for the afore ___ county and state, on this the ___ day of _____, 2010, within my jurisdiction, the within named _____ who acknowledged that he/she executed the above and forgoing instrument, with full authority and capacity so to do.

Notary Public

(SEAL)

My Commission Expires:_____



**City of Pascagoula
Façade Grant Project
Design Approval Form**

The undersigned acknowledges review and approval of the rendering and description of work proposed for the enhancement of their façade. Moreover, the undersigned understands that while the City and its agents are making every effort to procure all the enhancements noted in the bid package, the costs of construction supplies and labor costs are outside of their control. In the event that construction bids exceed the project budget, reductions in the scope of work may be required.

The undersigned further acknowledges that while the City is hiring the construction firm to compete the Façade Grant Program, the individual Property Owner is responsible for all costs related to the scope of work to be conducted on the property in excess of the grant award amount listed in the grant award letter.

Property Owner Signature

Date

Building Address