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*Redding Redevelopment Agency*

*Facade Preservation Program  
Policy and Procedures*

*Adopted on July 1, 2008  
Amended September 21, 2009*

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## INTRODUCTION

California Redevelopment Law provides statutory authority to redevelopment agencies to purchase any interest in property within a survey area. Section 33391 of the Health and Safety Code states, "An agency may purchase, lease, obtain option upon, acquire by gift, grant, bequest, devise, or otherwise, any real or personal property, any interest in property, and any improvements on it, including repurchase of developed property previously owned by the agency." Accordingly, the Agency created the Facade Preservation Program (Program) to acquire, through the purchase of a Facade Preservation Covenant, the property owner's agreement to preserve in its improved state the exterior facade(s) of their commercial property located within the Eligible Project Areas as further defined in Section IA. The designated areas are located both within the Canby-Hilltop-Cypress and Market Street Redevelopment Project Areas.

The Program's use of a Facade Preservation Covenant is intended to enhance and preserve building facade improvements ("improvements") and establish a continuing maintenance agreement for those improvements. The value of the Facade Preservation Covenant will be calculated based on the approved Eligible Improvements which include, but are not limited to: awnings and canopies, doors and windows on front and public sides of buildings, exterior facade improvements including repair, reconstruction, painting, lighting, signage, and landscaping. The Agency's investment in the Facade Preservation Covenant furthers its goals of supporting the revitalization of commercial properties and improving the economic vitality within the Eligible Project Areas.

The key features of the Program are:

- ▶ Participant will convey a Facade Preservation Covenant to the Agency which will place certain terms and conditions on the maintenance of the building facade for a five-year term.
- ▶ A Facade Preservation Covenant at a value of up to 50% of Eligible Improvement costs, up to a maximum value of \$7,500 and a minimum value of \$1,000, may be purchased by the Agency.
- ▶ The Facade Preservation Covenant serves to preserve the character of buildings more than ten years old and enhance the appearance of the property.
- ▶ Improvements will be inspected annually to ensure the improvements are preserved in the same character, quality, and condition as that which was in place on the Project Site on the day the Agency purchased the Facade Preservation Covenant from Participant.
- ▶ Facade Preservation Covenants will be provided on a first-come, first-serve basis. In the event that more applications are received than funding available, the Agency will prioritize applications based on the location within the redevelopment project area, the benefit the project has upon the redevelopment area, and the level of financial participation by the property owner.
- ▶ Develop a partnership with the private sector to stimulate private investment in the Eligible Project Areas within the Canby-Hilltop-Cypress and Market Street Redevelopment Project Areas.

This document serves as guidance for staff to ensure that transactions are handled in a fair and uniform manner and to provide consistency in the daily operations of the Program. Periodically, this Policy will be updated to address any necessary changes.

## **I. DEFINITIONS**

The following definitions shall apply to this document unless another meaning is clearly apparent from the context.

**AGENCY** shall mean the Redding Redevelopment Agency.

**APPLICANT** shall mean the owner of commercial property in the Eligible Project Areas applying for assistance under the Façade Preservation Program.

**CITY** shall mean the City of Redding.

**DESIGN DRAWINGS** shall mean drawings representing the project improvements, including, but not limited to, scaled drawings, graphic representations, photo imagery and/or specifications detailing the scope of work for the Project which have been reviewed and approved by Agency as suitable for Agency funding.

**ELIGIBLE IMPROVEMENTS** shall mean exterior improvements to commercial properties located within the Eligible Project Areas. Eligible improvements must be on the front and public sides of the building(s) and are further defined in Section II, C1 of this policy.

**ELIGIBLE PROJECT AREAS** shall mean those commercial properties located within the geographic areas depicted on Exhibit A.

**EXECUTIVE DIRECTOR** shall mean the Executive Director of the Redding Redevelopment Agency.

**FACADE PRESERVATION COVENANT** shall mean the document the Participant and Agency execute and record to secure the right by the Agency to enforce the terms and conditions of such document.

**PARTICIPANT** shall mean the owner of commercial property, within the Eligible Project Areas, executing the Façade Preservation Covenant and responsible for maintaining the eligible improvements for the term of the covenant.

**PROGRAM** shall mean the Façade Preservation Program.

**PROJECT AREA** shall mean both the Canby-Hilltop-Cypress and Market Street Redevelopment Project Areas when referring to a Project Area where a proposed project is located.

**PROJECT SITE** shall mean the location where the Eligible Improvements are to be constructed.

## **II. GENERAL ELIGIBILITY REQUIREMENTS**

### **A. ELIGIBLE PROJECT AREAS**

The Façade Preservation Program is available to owners of commercial properties located within the following areas:

- North Market Street (located north of the Sacramento River within the Canby-Hilltop-Cypress Redevelopment Project Area);
- South Market Street (located south of Parkview Avenue and north of Wyndham Lane within the Market Street Redevelopment Project Area);
- Downtown (located between the Sacramento River on the north and Cypress Avenue on the south within the Market Street Redevelopment Project Area);
- Railroad Avenue (located south of Lincoln Street and north of Buenaventura Boulevard within the Market Street Redevelopment Project Area);
- Parkview Avenue (located between Angelo Avenue and State Street within the Market Street Redevelopment Project Area); and
- Hilltop Drive (generally located between Cypress Avenue and Presidio Street within the Canby-Hilltop-Cypress Redevelopment Project Area).

These areas are more specifically depicted on the location map entitled Exhibit A, incorporated herein by reference, and hereinafter collectively referred to as the Eligible Project Areas.

### **B. ELIGIBLE APPLICANTS**

1. An Applicant is defined in Section VI, "Definitions." Eligible Applicants include the following:

- a. Owners of commercial properties whose properties are: (1) located within an Eligible Project Area; and (2) improved with a structure(s) more than 10 years old and has a storefront which has not been subject to a Façade Preservation Covenant or Storefront Improvement Loan within the last 10 years.

### **C. ELIGIBLE/INELIGIBLE IMPROVEMENTS**

1. A minimum of two types of Eligible Improvements must be completed to qualify for the Façade Preservation Program. Eligible Improvements, as defined in Section I, "Definitions," include, but are not limited to, the following:

- a. Awnings and canopies;
- b. Doors and windows;
- c. Exterior façade improvements including repair, reconstruction, and painting;
- d. Exterior lighting;
- e. Signage: Signs will be permanently attached to the building or property and are subject to a maximum Agency participation of \$1,000; and

- f. Landscaping including, but not limited to, irrigation systems, plantings, planter boxes, fencing, walkways, permanent art features, and concrete enhancements.
2. Ineligible Improvements, as defined in Section VI, "Definitions," include, but are not limited to, the following:
  - a. Improvements completed more than 6 months prior to the Agency's receipt of the Facade Preservation Program application;
  - b. Architectural/design services;
  - c. Maintenance items;
  - d. Other items as deemed inappropriate by the Agency.

### III. FACADE PRESERVATION PROGRAM DESCRIPTION

#### A. GENERAL

1. **Purpose and Goals:** The purpose of the Program is to promote joint public/private action and investment which will complement and enhance revitalization efforts in the Eligible Project Areas through the provision of a Facade Preservation Covenant for improvements made to existing structures. The Program also addresses the Agency's goals of promoting and assisting the development of needed retail and commercial activities and undertaking beautification efforts to eliminate visual blight within the City's Redevelopment Project Areas.
2. **Eligibility:** In order to qualify for the Facade Preservation Program, the Applicant(s) must meet all General Eligibility Requirements.
3. **Value of Facade Preservation Covenant:** The Program shall allow the purchase of a Facade Preservation Covenant for a value in an amount not to exceed 50% of the cost of the Eligible Improvements, ranging from a minimum amount of \$1,000 to a maximum amount of \$7,500.
4. **Fees:** At the time an application is submitted, a non-refundable fee of \$100 will be collected from the Applicant(s) to cover costs associated with processing the application.
5. **Funding Availability:** All applications are to be reviewed on a first-come, first-serve basis and will be subject to available funding. The Agency reserves the right to designate how much funding is allocated annually to each of the areas comprising the Eligible Project Areas. The Agency also reserves the right to cancel the Program at any time.
6. **Funding:** In consideration of Participant's agreement to preserve the Improvements in the same character, quality and condition at Participant's own expense, a Facade Preservation Covenant may be purchased by the Agency based on a value established by invoiced documentation submitted by the Applicant for Eligible Improvement costs incurred.

7. **Security:** The Program Facade Preservation Covenant is a mechanism for the Agency to acquire the property owners covenant to preserve in the same character, quality, and condition as that which was in place on the Project Site on the day the Agency purchased the Facade Preservation Covenant from the Participant, for a minimum of five (5) years, the improvements approved by this Program and as agreed to in the Facade Preservation Covenant.

8. **Inspections:** Participant shall permit Agency representatives access, without charge, to the entire Project Site at any time and for any purpose which Agency reasonably considers necessary to carry out its obligations and protect its interests within the terms and conditions of the Facade Preservation Covenant.

## **B. TERMS AND CONDITIONS**

1. **Pre-Application:** After review of the Program's General Eligibility Requirements, the Applicant will meet with Agency staff to discuss the desired work to be completed. If the proposed work is consistent with the General Eligibility Requirements as determined by Agency staff, a completed application will be submitted. A complete application will include: preliminary Design Drawings and preliminary budget.

2. **Code Compliance:** The Eligible Improvements shall comply with all applicable building code, land use and planning laws, design guidelines and rules and regulations of each governmental agency acting in proper exercise of their respective jurisdictions, including without limitation, departments, staff, boards, and commissions of the City of Redding.

3. **Completion of Improvements:** The Eligible Improvements shall be completed pursuant to the approved final design and final budget within six months of eligibility determination by the Executive Director, unless otherwise approved in writing by the Agency. In the event the improvements are not completed within six months, the Agency reserves the right to decline the application in order to dedicate the funds elsewhere.

4. **Disbursement:** Prior to the execution of the Facade Preservation Covenant and subsequent disbursement of any funds, the Applicant shall notify the Agency and request a Project Site inspection to confirm the improvements have been completed. The Applicant is the sole party responsible for making all payments to the contractor(s) providing services to complete the Eligible Improvements. Once the project has been inspected and approved by the Agency, the Applicant must submit paid receipts or invoices itemizing the total project costs. Within 30 days of receipt of the required receipts and/or invoices, staff will review the submitted documents and calculate the value of the Facade Preservation Covenant in accordance with this policy. After final approval, a Facade Preservation Covenant will be executed by both parties and recorded. Within 30 days of recording the Facade Preservation Covenant, the Agency will disburse funds to the Applicant.

5. **On-Going Maintenance:** Once the Eligible Improvements are completed, the Project Site including, but not limited to, storefronts, walkways, awnings and canopies, exterior windows and doors, painting, lighting, signage, landscaping, and ornamentation

shall be maintained in good repair and in a neat and orderly condition. Any damage to the storefront is to be repaired immediately by the Participant so that the building remains in good condition and positively contributes to the business area.

6. **Annual Certification:** During the five-year term of the Facade Preservation Covenant, the Agency or its designated representative shall inspect the Eligible Improvements on an annual basis. If the improvements are found to be inadequately maintained in accordance with Section III(B)(5) of this Policy, the Participant shall immediately commence and diligently proceed to repair the improvements within ten (10) days after receipt of written notice from the Agency. Failure or delay by Participant to comply with the request of the Agency will constitute a default of this Facade Preservation Covenant.

7. **Termination:** The Agency shall have the right to terminate the Facade Preservation Covenant upon written notice to the Participant in the event that the Participant fails to comply with any of the provisions of the Facade Preservation Covenant. Prior to the termination, the Agency shall provide written notice to the Participant specifying the reasons for termination, and give the Participant reasonable opportunity to comply with the guidelines of the Program and the Facade Preservation Covenant. Following such notice, the Agency may terminate the Covenant and seek reimbursement in accordance with Section IV of this Policy and Procedures.

8. **Ownership of Documents:** The originals of all reports and documents generated by the Program shall become the property of the Agency.

#### IV. DEFAULT

A. Failure or delay by either party to perform any term or provision of the Facade Preservation Covenant constitutes a default under the Facade Preservation Covenant. The injured party shall give written notice of the default to the party in default, specifying the default complained of by the injured party. The party who has defaulted must commence to cure such default in thirty (30) days of receipt of notice of default, and shall complete such cure with reasonable diligence and during any period of curing shall not be in default.

B. If the Participant breaches or violates any provision of the (1) Facade Preservation Covenant; or (2) applicable Program regulations, the Agency shall give written notice to the Participant stating the violation and requiring the Participant to cure the breach or violation within a period of not less than 30 days from such notice. If the breach or violation is not cured to the satisfaction of the Agency within the specified period of time, the Agency, at its option, may declare a default under the relevant document and seek remedies for the default, including, but not limited to proceedings to compel specific performance by the Participant in default. Proceedings may include, but are not limited to, reimbursement of the Facade Preservation Covenant amount from Participant equal to the sum of the following:

1. If the default occurs within year one of recording the Facade Preservation Covenant, Participant will reimburse the Agency the full value of the Facade Preservation Covenant approved;

2. If the default occurs within year two of recording the Facade Preservation Covenant, Participant will reimburse the Agency four-fifths (4/5) of the value of the Facade Preservation Covenant approved;
3. If the default occurs within year three of recording the Facade Preservation Covenant, Participant will reimburse the Agency three-fifths (3/5) of the value of the Facade Preservation Covenant approved;
4. If the default occurs within year four of recording the Facade Preservation Covenant, Participant will reimburse the Agency two-fifths (2/5) of the value of the Facade Preservation Covenant approved; and
5. If the default occurs within year five of recording the Facade Preservation Covenant, Participant will reimburse the Agency one-fifth (1/5) of the value of the Facade Preservation Covenant approved.

C. As an alternate matter of recourse, the Agency shall have the right to perform all acts necessary to cure any default and to receive from Participant the Agency's costs in taking such action which includes the Agency's right to enforce or establish a lien or other encumbrance against the Project Site.

## **V. APPEALS PROCESS**

- A. Any Participant whose interest is adversely affected by any determination or requirement of the Agency may appeal in writing to the Executive Director of the Redding Redevelopment Agency requesting a review of the adverse action.
- B. The appeal must be in writing and fully describe the specific circumstances to be reviewed and the determination, action, or policy in question.
- C. The Executive Director's determination shall be final and shall be transmitted in writing to the Participant no later than fourteen (14) days after submittal of the written appeal.

## **VI. NON-DISCRIMINATION POLICY**

The Agency shall not discriminate against any Applicant, its successors and assigns, on the basis of race, color, religion, creed, age, disability, sex, sexual orientation, marital status, ancestry, or national origin.

## **VII. FACADE PRESERVATION PROGRAM PROCEDURES**

Applicants are strongly encouraged to request a pre-application informal meeting with Agency staff to review the scope of work prior to having Design Drawings completed and/or prior to submitting an application. Depending on the proposed scope of work, additional City of Redding staff from other departments may participate in the informal meeting, such as Planning, Building, Engineering or Fire.

**A. Initial Application**

1. Following the informal meeting with Agency staff, a Facade Preservation Program application will be provided to Applicant.
2. The Applicant completes and submits the Agency's Facade Preservation Program application along with the required \$100 application fee.
3. Following review of the application and verification of available funding, Agency staff will contact Applicant to discuss the procedures of the Facade Preservation Program and to schedule an on-site meeting to discuss the goals of the proposed project.

**B. Eligibility Screening**

1. Following the on-site visit, Applicant will prepare a schematic of the Eligible Improvements with an estimated budget for submittal to the Agency for review.
2. Agency staff will review to determine if the Applicant's preliminary design and cost estimate meet the eligibility requirements of the Program.

**C. Final Application Documents**

1. Applicant shall submit final Design Drawings and specifications to the Agency for the project, including, but not limited to, the scope of work for the improvements, elevations of the improvements, materials/color board (paint chips, material samples, etc.), and the final budget of the improvements.

**D. Executive Director Consideration**

1. Following the receipt of the final application documents as outlined within Section VII (C)(1) of this Policy, Agency staff will calculate the value of the Facade Preservation Covenant and submit the request to the Executive Director for eligibility determination.
2. Within fourteen (14) days of receipt of the final application documents, the Executive Director will review the application and provide an eligibility determination.
3. Within five (5) days of the Executive Director's determination, Agency staff will notify Applicant by letter as to the Applicant's eligibility for a Façade Preservation Covenant.

**E. Expiration of Eligibility**

Applicant must complete the Eligible Improvements, according to the final design and budget, within six months from the issuance date of the Eligibility Letter, unless otherwise approved in writing by the Agency.

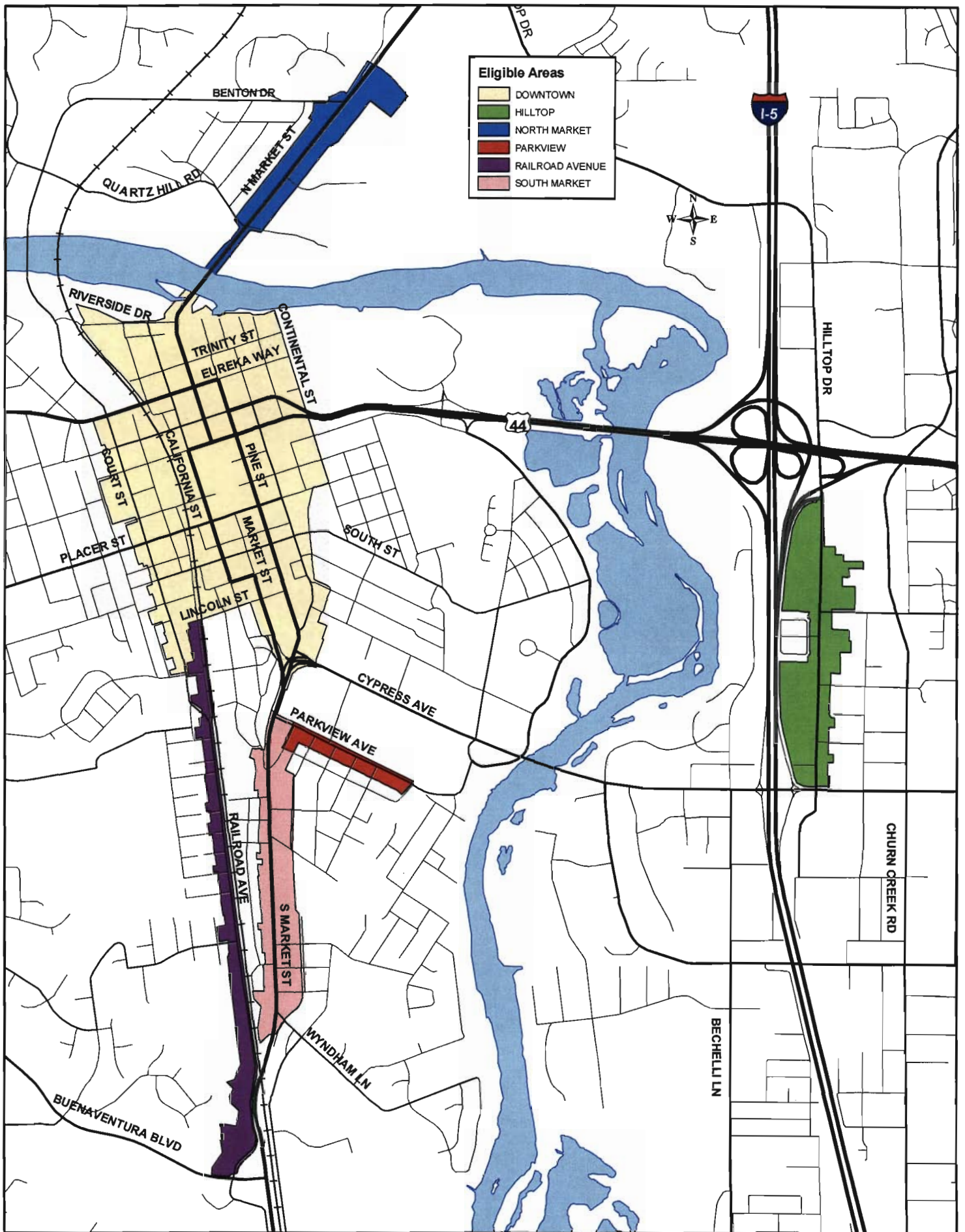
**F. Execution of Facade Preservation Covenant**

1. Once the Eligible Improvements have been completed, Applicant is to submit the associated receipts and/or invoices to the Agency showing that the contractor(s) have been paid in full.
2. After reviewing receipts and/or invoices for accuracy, Agency staff will inspect the improvements.
3. Upon verification that the Eligible Improvements have been completed according to the final Design Drawings, final budget and specifications, Agency staff will prepare the Facade Preservation Covenant including the legal description and contact the Applicant for execution of the Facade Preservation Covenant.
4. Within 30 days of recording the Facade Preservation Covenant the Agency will disburse funds to the Applicant.

**G. Facade Preservation Covenant Servicing**

1. Agency staff will be responsible for:
  - a. Maintaining Facade Preservation Covenant records;
  - b. Monitoring Participant compliance with the conditions of the Facade Preservation Covenant, including annual maintenance inspections of the Eligible Improvements;
  - c. Overseeing any defaults involving the assisted project.

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**EXHIBIT A  
FACADE PRESERVATION PROGRAM**



**RECORDING REQUESTED BY:**  
**Redding Redevelopment Agency**

**WHEN RECORDED RETURN TO:**  
**Redding Redevelopment Agency**  
**777 Cypress Avenue**  
**Redding, CA 96001**

**APN:**

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

## FACADE PRESERVATION COVENANT

### THE UNDERSIGNED GRANTORS DECLARE:

Documentary Transfer Tax - NONE  
City of Redding EXEMPT - Rev. & Tax. § 11922  
NO FEE - CITY BUSINESS - Gov. Code § 6103  
Parcel No. 054-320-08 & 054-320-09

In consideration of the receipt of \$\_\_\_\_\_, the receipt of which is hereby acknowledged, the undersigned \_\_\_\_\_ (use exact name(s) as they appear on the title) ("Owner(s)"), hereby grant to the Redding Redevelopment Agency ("Agency"), an agency of the State of California, its successors and assigns, a Facade Preservation Covenant ("Covenant") encumbering the real property commonly known as \_\_\_\_\_ (use street address here), which real property is described in the Grant Deed to \_\_\_\_\_ recorded \_\_\_\_\_ (month/day/year) in Book \_\_\_\_\_ at Page \_\_\_\_\_, Shasta County Records. The terms and conditions of said Covenant are as follows:

1. This Covenant shall terminate five (5) years after the effective date set forth below. No action of the Parties shall be required to terminate said Covenant.
2. Agency, its successors and assigns, are hereby granted the right to ingress and egress over and across the subject property insofar as such ingress and egress is necessary to exercise any right or remedy granted herein.
3. Agency and Owner hereby agree to be bound by the terms and conditions set forth in the Facade Preservation Program Policies and Procedures ("Policy") dated September 21, 2009, incorporated herein by this reference.
4. The Parties hereby agree that Owner(s) default of any of the obligations set forth herein, and as further described in the Policy, will result in delays, expense and difficulties for the Agency and that the Owner(s) shall pay to Agency, as liquidated damages and not as a penalty, the amounts due and owing under the Policy. Owner(s) further agree that if the default is not cured after thirty (30) calendar day's written notice to Owner(s), Agency may record a lien against the Property to collect said amount due and owing. Notice shall be deemed effective on the date it is either personally served or two days after deposit in the United States Mail.
5. During the term of this Covenant, Owner(s) shall, at its own expense, preserve the Improvements, as depicted in the Final Drawings and specifications, in the same character, quality and condition as that which existed on the effective date of this Covenant. The Final Application is incorporated herein by this reference.
6. The preservation of the character, quality and condition of the Improvements are of a special and unique kind and character so that if there is a default by Owner(s), the Agency, its successors and assigns, shall be permitted to enter and perform all acts necessary to cure any default and receive from Owner(s) all costs necessary to cure said default.

7. The Covenants set forth herein are made for the direct benefit of the Property, are covenants running with the land, as provided in Civil Code § 1460 et seq. and are binding on Owner(s) and all successors and assigns.
8. The laws of the State of California shall govern the interpretation and enforcement of this Covenant and venue shall be with the Shasta County Superior Court.
9. The Effective Date of this Covenant shall be the date that it is signed by Owner(s).

**IN WITNESS WHEREOF**, the parties have executed this Facade Preservation Covenant.

**REDDING REDEVELOPMENT AGENCY**

Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_  
Barry Tippin, Executive Director

**APPROVED AS TO FORM:  
RICHARD A. DUVERNAY  
General Counsel**

By: \_\_\_\_\_

**OWNER**

Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_


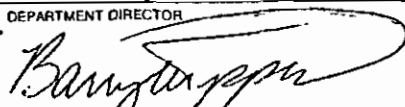
Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_

SAMPLE

# AMENDMENT NO. 1

CITY OF REDDING

ITEM NO.	3d
MEETING DATE	06-16-08
APPROVED BY	
STAFF AUTHOR	
DEPARTMENT DIRECTOR	

## REPORT TO REDEVELOPMENT AGENCY

DATE: June 6, 2008  
CODE: R-030-600/R-030-145-350  
FROM: Barry Tippin, Executive Director  
SUBJECT: Storefront Improvement Loans re:  
Downtown Mall Roof Removal  
Project - Phase 2

### *Recommendation*

It is recommended that the Board of Directors (Board) of the Redding Redevelopment Agency (Agency) authorize the Executive Director to execute storefront improvement loans with the property owners within the Downtown Redding Mall that are affected by the Downtown Mall Roof Removal Project - Phase 2.

### *Background*

At its June 16, 2008, meeting the Agency will consider awarding the bid for the Downtown Mall Roof Removal Project - Phase 2 to J.B. Excavating, Inc. That staff report notes that in addition to the construction contract price, staff anticipates spending approximately \$250,000 on building facade improvements in a 50/50 partnership with the affected owners. The improvements will include caulking and sealing of existing surfaces, exterior stucco, painting, roof parapet repairs, installation of new windows, awnings, and exterior lighting. This is the same partnership arrangement that was afforded the property owners at the north end of the Mall with Phase 1 of the project. In that case, the Agency spent \$126,000 to leverage an additional \$126,000 in private investment.

It is staff's intent to execute a standard Storefront Improvement Loan Agreement with each owner for the improvements. This is the same model that was used in Phase 1 and that has been used throughout Downtown; the North and South Market Street corridors leading into Downtown; Railroad Avenue; and Parkview Avenue. Over the past eight years, the Agency has approved 62 loans, spending approximately \$370,000 to leverage another \$1.4 million in private investment.

Each application will proceed at a different pace due to the unique needs of each building in the Mall and resolution of design and cost issues with the owners. Rather than waiting for all of the loans to be ready for approval at one time, staff is requesting authorization for the Executive Director to approve each loan when ready so as to expedite construction of the improvements. The Agency granted this authorization to the Executive Director for Phase 1 of the project.

The reason for bringing this issue before the Board is that Storefront Improvement Loans cannot exceed \$7,500 under the current program. In the case of the Mall properties, this figure will be exceeded for some properties due to the nature and scale of the needed improvements.

***Issue***

Does the Board wish to authorize the Executive Director to execute the storefront improvement loans for affected properties within the Downtown Redding Mall?

***Alternatives & Implication of Alternatives***

1. ***Authorize the Executive Director to execute the loans.*** Under this alternative, the loans will be processed as quickly as possible, which will expedite the construction of the improvements.
2. ***Do not authorize the Executive Director to execute the loans.*** Staff would bring all of the loans before the Agency for approval when ready. This alternative would delay construction of improvements on those properties ready to proceed ahead of the others.

***Fiscal Impact***

The staff has established a preliminary budget estimate of \$250,000 for the loans, which is within the balance of available funds for the Downtown Mall Roof Removal Project - Phase 2.

***Conclusion***

It is important to expedite the loan process for the storefront improvements in order to facilitate the construction of the improvements before inclement weather arrives. Authorizing the Executive Director to execute the loans as they become ready will expedite the construction process.