



WORK PLAN - OVERVIEW

CLIENT

Name _____
Business Name _____
Phone Number _____
Email _____

ADVISOR

Name _____
Business Name _____
Phone Number _____
Email _____

BUSINESS/PROJECT OVERVIEW

What are your loan funds going toward?

IN ONE YEAR...

Where do you see your business?

What are the focus areas to get there?

What financial impact will this have?



WORK PLAN - QUARTERLY GOALS

Top Goal to Achieve in Later 6 Months _____

Break down this goal into quarterly goals then action items, or tasks, to support achieving your goals.

		Quarter 3		Quarter 4	
Months					
Focus Areas					
	Goals	Goals	Goals	Goals	Goals
	Action Items	Action Items	Action Items	Action Items	Action Items

CITY OF ELY
BALANCE SHEET
JANUARY 31, 2024

REDEVELOPMENT FUND

ASSETS

16-10100	CASH - COMBINED FUND	606,224.06	
16-11510	NOTES RECEIVABLE	13,924.73	
	TOTAL ASSETS		620,148.79

LIABILITIES AND EQUITY

FUND EQUITY

16-25300	FUND BALANCE - BEGINNING OF YR	536,837.88	
	UNAPPROPRIATED FUND BALANCE REVENUE OVER EXPENDITURES - YTD	83,310.91	
	BALANCE - CURRENT DATE	83,310.91	
	TOTAL FUND EQUITY		620,148.79
	TOTAL LIABILITIES AND EQUITY		620,148.79

Redevelopment Fund

Revenue Collected as of January 2024

Ad Valorem Taxes (Property Taxes)	770,101.78
Loan Interest	673.69
Loan Principle	<u>26,075.27</u>
	796,850.74

Expenses as of January 2024

Loans	40,000.00
Armory	<u>170,930.02</u>
	210,930.02

Available Funds 585,920.72

CITY OF ELY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2024

REDEVELOPMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
16-30-150 AD VALORUM TAXES	5,787.52	84,354.50	90,000.00	5,645.50	93.7
16-30-300 LOAN INTEREST	9.35	56.41	200.00	143.59	28.2
TOTAL REVENUE	5,796.87	84,410.91	90,200.00	5,789.09	93.6
TOTAL FUND REVENUE	5,796.87	84,410.91	90,200.00	5,789.09	93.6

CITY OF ELY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2024

REDEVELOPMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
16-40-300 SUPPLIES	.00	1,100.00	600,000.00	598,900.00	2
TOTAL EXPENDITURES	00	1,100.00	600,000.00	598,900.00	2
TOTAL FUND EXPENDITURES	.00	1,100.00	600,000.00	598,900.00	2
NET REVENUE OVER EXPENDITURES	5,796.87	83,310.91	(509,800.00)	(593,110.91)	16.3



Storefront Improvement Grant Program

Program Guidelines

A. Purpose

- NRS 279.566 requires that every redevelopment plan must provide for the participation and assistance in the redevelopment of property in the redevelopment area by the owners of all or part of that property if the owners agree to participate in conformity with the redevelopment plan adopted by the legislative body for the area.

B. Program Goals

To ensure that all projects receiving City of Elko Redevelopment Agency (Agency) funds are consistent with the City of Elko Redevelopment Plan and the Nevada Revised Statutes, any person participating (Participant) in the Storefront Improvement Program (Program) must demonstrate that the proposed Project conforms to the City of Elko Master Plan and that it furthers one or more of the following goals:

- The Project will eliminate blighted conditions
- The Project will promote economic revitalization
- The Project will stimulate private development

C. Participation and Funding Requirements

- To participate in the Program, a person must be an owner or lessee of the property to be improved, referred to in these Guidelines as the "Program Participant."
- Either a lessee or a property owner may apply to be a Program Participant. However, the property owner must sign the Participation Agreement. The lessee may sign the Participation Agreement as well.
- The maximum Program grant funding that may be awarded is \$25,000 per lot or parcel with a single Assessor's Parcel Number, to include Projects for which Participation Agreements have previously terminated due to failure to meet Program deadlines.
- The minimum Program grant funding that may be awarded is \$2,500 per lot or parcel with a single Assessor's Parcel Number.
- The Program Participant shall pay 50% or more of the total project costs, depending upon the decision of the Elko Redevelopment Agency (Agency). Total project cost includes construction costs and expenses incurred in the preparation and permitting of plans for the improvements, including building permit fees, design work and construction drawings.
- Program Participants are competing for a very limited amount of funds and, as such, may meet all criteria and yet still not receive any funds or the full amount of their request.

D. Application Period

- First-time Applications for Projects will be accepted by the Agency between January 1st and March 31st of each year. If March 31st falls on a Saturday, Sunday or legal holiday under the Laws of the



Storefront Improvement Grant Program

United States or the State of Nevada, then the time of such period shall be extended to the next date which is not a Saturday, Sunday or legal holiday.

- Applications for Projects for which Participation Agreements have previously terminated due to failure to meet Program deadlines will be accepted by the Agency within 90 days of the date of termination.
- The Agency will meet in April or May to rate each first-time Application using the rating sheet provided in grant program.
- If the available, budgeted funding is not fully expended in any given application review cycle, applications will be accepted on a first-come, first-served basis until all available, budgeted funding is exhausted.

E. Completion of Storefront Improvements

- No Work shall be undertaken until the proposed design has been submitted to and the grant has been approved by the Agency. This requirement applies to all Projects, including previously terminated Projects approved following reapplication.
- All Work shall be completed within twelve (12) months of the date of the signed participant agreement or a building permit is issued by the City of Elko (whichever is later). If a building permit is required, the grant recipient must submit all necessary applications and other documentation needed to obtain the building permit to the City of Elko Building Department within one hundred twenty (120) days of the date of Agency approval.
- Failure to meet any deadline may, at the discretion of the Agency, result in the cancellation of all Agency obligations to reimburse the Program Participant for any otherwise eligible past or future Program costs; provided, a Program Participant who does not complete a Project by the deadline, resulting in termination of the Participation Agreement, may be eligible to re-apply to the Program once, subject to any conditions imposed by the Agency.

F. Eligible Properties and Businesses

All of the following requirements must be satisfied for a Project to receive funding:

1. The Project must be located within the City of Elko Redevelopment Area.
2. The Applicant must be the property owner(s) or a lessee(s) of a program-eligible building.
3. The property owner must sign the Application or provide a signed letter clearly stating support for the lessee's Application.
4. The property owner must sign the Program Participation Agreement, which is a binding contract.
5. The Program Participant may not apply for more than one (1) Agency-funded incentive per Agency fiscal year.
6. The property on which the Project is situated must be free of all mechanic's liens at the time of Application.
7. Neither the Program Participant nor the property owner may be listed as debtors in bankruptcy proceedings, or have declared bankruptcy within five (5) years prior to the date the Application is submitted.



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8. The Program Participant must have a current City of Elko business license, if required.
9. The Project property must be properly zoned for all existing and proposed uses.
10. Neither the Program Participant nor the property owner may be delinquent on any Federal, state, or local taxes.
11. Neither the Applicant nor the property owner may be delinquent on any bills or debts payable to the City of Elko.

G. Ineligible Properties and Uses

The following are ineligible for participation in the Program:

1. Single family residential properties
2. Multi-family residential properties that have no commercial permitted use on same parcel
3. Buildings constructed within five (5) years prior to Application
4. Properties determined by the City of Elko to be in violation of the City Code (not to include legal non-conforming uses)
5. Properties which have received funding from the Agency, or from the City of Elko, within the year prior to Application for capital improvements, on-site improvements or off-site improvements
6. Government offices and agencies (non-governmental tenants are eligible) or other non-taxed entities
7. Properties with respect to which a portion of the property taxes (if property taxes are required) are not allocated to the City of Elko Redevelopment Agency

H. Eligible Improvements

The objective of the Program is to enhance the current appearance of a building or alter the building's aesthetics by including one or more eligible improvements in the project. The program's purpose is not to allocate funds for the routine maintenance of a building or structure. A combination of the following are the types of improvements considered eligible for Program funding:

- Painting of the entire building façade, including decorative architectural elements. This includes all facades viewable from the public right-of-way.
- Installation of new or repair/replacement of existing windows and doors
- Remodeling of entry ways
- Installation or restoration of lighting
- Installation of new or repair/replacement of existing awnings
- Cleaning of exterior walls as necessary prior to painting or renovation.
- Restoration or renovation of exterior façades, including but not limited to siding, stone, tile, stucco and brick, to include demolition of existing façade
- Installation of new or repair of existing fascia, cornices, architectural details, gutters and downspouts. Approval for gutters and downspouts is contingent upon their necessity to prevent water damage to the new facade.



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- Installation of new or restoration of existing signage. The Agency encourages innovative signage and discourages the use of box signs.
- Installation of roofs that are a visible decorative element of the facade

I. Ineligible Improvements

The following types of improvements are ineligible for Program funding:

- Installation, maintenance or repair of landscaping
- Installation, maintenance or repairs of roofs (except for roofs that are a visible decorative element of the façade)
- Repair of foundations
- Installation or repair of sidewalks
- Improvements required solely for compliance with the Americans with Disabilities Act
- Installation or repair of billboards that are not affixed to the building
- Installation or repair of security systems, including but not limited to video cameras, security bars and razor or barbed wire fencing.
- Installation or repair of window coverings
- Interior modifications
- Purchase, installation or repair of personal property or equipment
- Repairs to asphalt and parking lots
- Installation, repair or maintenance of personal property that has not been permanently attached to the building
- Installation, maintenance or repair of awnings, if that is the only improvement proposed.

J. Bidding/Construction/Permits

1. Program Participants are responsible for the design of the Project and for obtaining the necessary bids.
2. Program Participants must obtain three (3) competitive third-party contractor bids for the proposed work. All such contractors must be licensed by the State of Nevada, have in effect any required contractor's bonds, and have in place all necessary City of Elko licenses.
3. Reimbursement amounts for Progress and Final Payments will be calculated based on the lowest of the three (3) bids. The Program Participant may select any of the three (3) bidders to construct the Project; however, the Program Participant will be responsible for any such costs in excess of the lowest bid.
 - a. Construction contracts will be between the Program Participant and the contractor; the Agency will not be a party to any construction contract under the Program. The contractor must obtain all required permits prior to commencing work.
 - b. The contractor that is selected to perform the Project must provide the Agency with certificates of insurance evidencing coverage against bodily injury and property damage, with limits of \$1M occurrence/\$2M aggregate; \$1M commercial auto coverage; and Nevada



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- workers compensation coverage (or employer's liability coverage) covering all employees for no less than the amount required by law.
- The final selection of a contractor is the sole responsibility of the Program Participant. The Agency has no responsibility for the performance of the work.
- The quality, timeliness and completeness of the work performed on the Project are matters to be resolved between the Program Participant and the contractor, notwithstanding the Agency's reimbursement requirements.
- The Program Participant is advised, for its own protection, to obtain a written warranty for the Project work from the contractor.
- Design work is a reimbursable expense (as stated in Section C); provided, design work must be included in the three (3) competitive bids to be considered part of the Program grant.

K. Grant Review

Applicants will be selected for first-time participation in the Program (not including re-applications submitted by Program Participants who have had their Participation Agreements terminated for not completing Projects by the deadline) and reimbursement amounts will be calculated based on the following process:

- The Grant Review Committee will determine the eligibility of each Application using a rating sheet.
- Each member of the Grant Review Committee will rate each proposed Project based on the points shown on the rating sheet. A total score will be given to each proposed Project based upon the total of all points on the rating sheets.
- Reimbursement amounts will be determined based on the lowest bid amount submitted in the Application, even if the Program Participant selects a different contractor.
- Any costs associated with the Project that are not shown on lowest bid will be the sole responsibility of the Program Participant and will not be included in the reimbursement calculation.

L. Redevelopment Agency Approval

The following process will be used in awarding Program grants:

- The Grant Review Committee will recommend to the Agency the proposed recipient(s) of each grant and the program funding amount (not including re-applications submitted by Program Participants who have had their Participation Agreements terminated for not completing Projects by the deadline).
- The Agency has the discretion to approve or deny any and/or all the recommended Applications (including re-applications submitted by Program Participants who have had their Participation Agreements terminated for not completing Projects by the deadline).
- Program Participants with Agency approved projects must sign a participation agreement with the Agency before the Agency has any obligation to the Program Participant. The participation agreement must be signed by the participant and submitted to the Agency within thirty (30) days of Agency approval. New participation agreements are required for Projects approved following re-



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applications submitted by Program Participants who have had their Participation Agreements terminated for not completing Projects by the deadline). The participation agreement is a binding contract that establishes the rights and obligations of the parties.

4. Notwithstanding any other provision contained in these Guidelines, in the event the Grant Review Committee is prevented from meeting due to circumstances beyond the control of the Agency, to include acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, or explosions; war, acts of terrorism, and epidemics; acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations; and strikes and labor disputes, then the Agency may act without the prior recommendation of the Grant Review Committee.

M. Disbursement of funds

Within ninety (90) days after completion of the Work and upon final inspection and acceptance of the Work by the Agency or its authorized representative, the Participant shall complete and submit to the Agency a properly executed **Reimbursement Request Form** (supplied by the Agency) showing all expenses incurred in performing the Work. In addition, the Participant shall submit to the Agency proof of payment of the expenditures listed on the **Reimbursement Request Form** and final lien waivers from all contractors and subcontractors.

For Projects which exceed \$10,000, reimbursements can be requested at both 50% and 100% of Project completion.

N. Maintenance Obligation

The Program Participant will have the following maintenance obligations following Project completion or final inspection by the City, whichever comes later:

1. The Program Participant shall maintain all improvements funded by the Program in good condition and in accordance with local and State building codes.
2. Conditions that constitute a failure to maintain the property in good condition include, but are not limited to: peeling paint, chipped surfaces, broken windows, torn awnings, broken lights, broken walls, boarded windows, excessive bird droppings or debris, graffiti and illegal or non-conforming signage, and obstructed windows.
3. Agency staff will inspect improvements annually for three (3) years to determine whether improvements are being properly maintained.
4. Failure to maintain improvements that have been completed with Program grant monies for a period of three (3) years will result in ineligibility for future financial incentives to that Program Participant.

O. Checklist for First-Time Applications

- Storefront improvements designed by Contractor or Design Professional



Storefront Improvement Grant Program

- Obtain three (3) written bids on the construction of the storefront improvements
- January 1- March 30th: Submit completed Grant Application to the City of Elko Planning Department
-
- April-May: Redevelopment Agency awards grants
- Within (30) thirty days after the grant is awarded, Property owner and Program Participant must sign participation agreement and notice of agreement and record the notice with the Elko County Recorder
- Owner selected contractor to provide Redevelopment Agency with certificate of insurance with limits as shown in Section J.
- Within (120) one hundred twenty days from date of Agency approval, contractor obtains proper permits from the City of Elko Building Department, if required.
- Construction begins
- All storefront improvements must be completed within twelve (12) months of the effective date of the signed participant agreement or the date a building permit is issued by the City of Elko (whichever is later), unless a written extension is granted by the Agency
- Reimbursement request at 50% completion if awarded grant exceeds \$10,000
- Request final inspection from Redevelopment Manager at completion of project
- Within (90) ninety days from the date of final inspection, Program Participant must file Reimbursement request with the City of Elko
- 3 years of maintenance as required in Participation Agreement
- Notice of Release filed with Elko County Recorder at completion of 3 years of maintenance



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4. Property Owner

Owner Name:

Mailing Address:

City:

State:

Zip Code:

Phone:

Cell:

Fax:

Email:

Are there multiple owners? Yes No If yes, provide additional sheet for each property owner

5. Contact Person or Representative

Name:

Mailing Address:

City:

State:

Zip Code:

Phone:

Cell:

Email:

The following must be submitted with a complete application:

- Photographs of existing façade.
- 3 bids from contractors licensed to perform the applicable work for all eligible improvements.
- Construction Documents, including plans and elevations of proposed improvements. Plans must include sufficient detail to show all elements of the project.

1. Please provide a detailed description of the proposed exterior improvements and explain how these improvements will alter the building's aesthetics or enhance its current façade.



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2. Please describe the extent to which the existing building or on-site improvements are dilapidated or otherwise in need of improvement.

3. Please describe how you intend to maintain the improvements throughout their useful life.

4. Provide background information regarding the history of the business currently occupying the building:

5. Provide background information regarding the history of the building and/or property to be improved as well as any historical photos (if available):



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6. Briefly describe the goals you hope to accomplish as the business and/or property owner undertaking this project:

7. Explain how your project will benefit the City of Elko. Choose all that apply and provide a written explanation for each:

The project will eliminate blighted conditions

The project will promote economic revitalization

The project will promote historic and cultural interest in the Redevelopment Area

The project will be consistent with the City's master plan



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Acknowledgement of Application Provisions: (please check each that you acknowledge)

- I/We affirm that this project conforms to all applicable codes, ordinances and regulations.
- All applicable permits will be obtained for this project, if required, and all accompanying inspections will be successfully completed prior to receiving reimbursement.
- I/We affirm that I/we am/are in good standing with the City of Elko with respect to required taxes, fees, or other financial obligations to the City.
- I/We hereby affirm that I/we have full legal capacity to execute and submit this application, and that all information and exhibits herewith submitted are true and correct to the best of my/our knowledge.
- I/We agree to provide the City of Elko Redevelopment Agency (hereinafter the "Agency") with access to the property, as deemed necessary by the Agency, to make all reasonable inspections and investigations, and to take pictures of the property while the application is being processed.
- I/We have read and understand the Grant Program Guidelines, accept the terms stated in those Guidelines, and understand that in order for my/our request of funds to be approved, I/we must agree to work within and follow the recommendations of the Agency before starting any work on the subject property following approval of the application.
- I/We understand that I/we must complete and sign a Participation Agreement to initiate a date of project execution.
- I/We understand that I/we must complete, sign, and have notarized a Notice of Participation Agreement that will be recorded with the Elko County Recorder's Office.
- I/We understand that applying for grant funds does not obligate the Agency to allocate or award funds for the specified project.
- I/We understand that only after the review committee has reviewed the application and plans and recommends to the Redevelopment Agency the grant recipients, will the Agency authorize funds.
- I/We understand that the project shall comply with the Program Guidelines.
- I/We understand that only upon final inspection and approval by the Agency will the Agency disburse the authorized funds.
- I/We grant permission to the Agency to use my/our personal and business image(s), name, and/or other related content gathered in relation to your participation in the Storefront Improvement Program for promotional purposes. Such purposes may include, but are not limited to brochures, newsletters, and digital images.

Program Participant Signature

Date

Owner Signature

Date

Owner Signature

Date



Storefront Improvement Grant Program

Participation Agreement

THIS AGREEMENT is entered into this _ day of ____, __ (the "Effective Date") by and between the Elko Redevelopment Agency, a political subdivision of the State of Nevada organized and existing under Chapter 279 of the Nevada Revised Statutes (the "Agency"), and:

NAME OF PARTICIPANT:

PARTICIPANT'S PHYSICAL ADDRESS:

PARTICIPANT'S MAILING ADDRESS (IF DIFFERENT):

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

(the "Participant").

PHYSICAL ADDRESS OF PROJECT PROPERTY:

(the "Project Property").

RECITALS

WHEREAS, the Agency, in its continuing effort to support the redevelopment of the Elko Redevelopment Area (the "Area"), has created the Storefront Improvement Program (the "Program");

WHEREAS, the primary objective of the Program is to encourage and support building and



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business owner investment in upgrading their existing building storefronts on selected properties within the Area;

WHEREAS, the Program is a process that involves a one-time reimbursement of up to 50% of approved expenses from the Agency for businesses and building owners who construct eligible improvements to the facades of their buildings, to include expenses for construction, painting and refinishing, preparation and permitting of plans, building permit fees, design work and construction drawings (the "Work");

WHEREAS, the Program will provide reimbursement for a Participant's investment in the Work in an amount between \$2,500.00 and \$25,000.00 per parcel (the "Grant");

WHEREAS, the Participant must apply for and be approved in order to receive the Grant;

WHEREAS, subject to Participant reapplication under certain circumstances, the Participant must comply with this Agreement, to include any requirements incorporated by reference in order to be eligible for the Grant;

WHEREAS, the Project Property is located within the Area;

WHEREAS, the Participant seeks to take part in the Program pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the above recitals and the terms and conditions set forth below, the Agency and the Participant agree as follows:

I.

PROGRAM DESCRIPTION

A. The Agency shall reimburse the Participant for the cost of the Work at the rate of fifty percent (50%); *provided*, the Grant amount shall be no less than **TWO THOUSAND, FIVE HUNDRED DOLLARS (\$2,500.00)** per Assessor's Parcel Number and no greater than **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)** per Assessor's Parcel Number.

B. Costs which are eligible for reimbursement include all labor, material, equipment and other related items necessary for the proper performance of the Work as shown on the plans, design drawings, specifications and estimates approved by the Agency, attached at **Appendix 1** and incorporated herein; *provided*, costs paid for in cash will not be reimbursed by the Agency.



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C. In order to be eligible to participate in the Program, all requirements set forth in the **Program Guidelines**, attached hereto at **Appendix 2** and incorporated herein, must be complied with and satisfied.

D. By signing this Agreement, the Participant certifies that all requirements set forth in the **Program Guidelines** have been satisfied and will remain satisfied throughout the Term (defined below).

E. Participant acknowledges that it has obtained all certificates of insurance from its contractor(s) in compliance with the **Program Guidelines**.

F. In the event the Agency determines that the Participant has materially misrepresented any information needed to obtain approval for participation in the Program, to include the foregoing certification that the requirements set forth in the **Program Guidelines** have been satisfied, the Agency may thereupon immediately recover the entire amount of the Grant from the Participant, together with reasonable attorney fees and costs incurred in enforcing this provision.

II.

SUBMISSION AND APPROVAL

A. No Work shall be undertaken until the proposed design has been submitted to and the grant has been approved by the Agency.

B. This Agreement must be executed by the Participant within thirty (30) days of the date of Agency approval.

C. All Work shall be completed within twelve (12) months of the Effective Date (defined above) or the date a building permit (if required) is issued by the City of Elko (whichever is later). If a building permit is required for the Work, the Participant must submit all necessary documentation to the City of Elko Building Department within one hundred twenty (120) days of the date of Agency approval.

III.

REVIEW BY AGENCY

The Agency will periodically review the progress of the Work. These inspections do not replace any required permit inspections by the City of Elko or any other regulatory authority. All defective Work or Work which fails to conform to the approved plans, design drawings and specifications at **Appendix 1** shall be immediately brought into conformity by the Participant.



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IV.

ACCEPTANCE BY AGENCY

Within ninety (90) days of completion of the Work and upon final inspection and acceptance of the Work by the Agency or its authorized representative, the Participant shall complete and submit to the Agency a properly executed **Reimbursement Request Form** (supplied by the Agency) showing all expenses incurred in performing the Work. In addition, the Participant shall submit to the Agency proof of payment of the expenditures listed on the **Reimbursement Request Form** and final lien waivers from all contractors and subcontractors.

V.

PAYMENTS BY AGENCY

A. The Agency shall, within forty-five (45) days of receipt of the **Reimbursement Request Form**, all proofs of payment, and all lien waivers from all contractors and subcontractors, issue a Final Payment to the Participant as reimbursement for fifty percent (50 %) of the approved expenditures for performance of the Work, less any amounts previously reimbursed and subject to any limitations set forth in this Agreement.

B. In addition to the foregoing, if the total amount of the Grant is \$10,000.00 or more, upon completion of fifty percent (50%) of the Work and following receipt of a **Reimbursement Request Form** and all proofs of payment, the Agency may, in its discretion, issue a Progress Payment to the Participant as reimbursement for fifty percent (50 %) of the approved expenditures for the Work performed up to that point in the Project, subject to any limitations set forth in this Agreement; *provided*, in the event Participant subsequently fails to complete the Project in accordance with this Agreement, Participant shall immediately upon demand by the Agency repay the Progress Payment to the Agency, together with interest thereon at the rate of eighteen percent (18%) per annum accruing from the date the Progress Payment was made.

VI.

FAILURE TO COMPLETE WORK

If the Participant (including Participant's contractor(s) and/or subcontractor(s)) fails to complete the Work in accordance with this Agreement, to include the approved plans, design drawings and specifications at **Appendix 1**, or if the Participant fails to meet a deadline set forth in this Agreement, then upon written notice from the Agency to the Participant in the manner provided herein, this Agreement shall terminate and the financial obligation on the part of the Agency shall also terminate without any retroactive obligation on the part of the Agency to reimburse the Participant for any Work performed or money or labor expended. Any breach of this Agreement by



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the Participant shall automatically and immediately disqualify the Participant from any Grant funds, to include Grant funds for Work already performed or funds already expended; provided, if the Project is not funded because the Participation Agreements is terminated due to failure to meet Program deadlines, the Participant may -- *one time only* -- submit a new Application to the Agency for Participation in the Program within 90 days of the date of termination. In no event shall a Participant receive Grant funds from the Program if the Participant breaches a second Participation Agreement, to including failing to complete the Work by the deadline in the Participation Agreement.

VII.

MAINTENANCE OF WORK, REMEDIES FOR BREACH

Upon completion of the Work pursuant to this Agreement or final inspection by the Agency or its authorized representative, whichever comes later, and continuing for a period of three (3) years thereafter, the Participant and any subsequent transferee of the Project Property, such as a purchaser, shall properly maintain the completed Work in finished form and without change or alteration. The foregoing maintenance obligations shall include all such obligations set forth in the **Program Guidelines**. For the duration of the Term (defined below), the Participant and any subsequent transferee of the Project Property shall not enter into any contract for or take any other steps to alter, change or remove any or all of the completed Work, nor shall the Participant or any subsequent transferee undertake any other changes, by contract or otherwise, to the improvements made in performing the Work, unless the proposed changes are first reviewed and approved by the Agency. In the event the Participant or any subsequent transferee breaches this Article VII (Maintenance of Work, Remedies for Breach), the Agency may thereupon recover the entire amount of the Grant from the Participant and/or the subsequent transferee of the Project Property, together with reasonable attorney fees and costs incurred in enforcing this provision. Annual inspections will be conducted by the Agency or its authorized representative to assure compliance with this Section VII.

VIII.

RESTRICTIVE COVENANT AND SUCCESSORS

The Participant shall, at the request of the Agency, record a restrictive covenant for the purpose of preserving the completed Work throughout the Term (defined below). The Participant shall inform any subsequent purchaser of Project Property of this Agreement and the obligations herein contained. The Participant (or any subsequent transferee) shall include in any conveyance of the Project Property during the Term language incorporating by reference the obligations of this Agreement and specifically reciting the text of Article VII (Maintenance of the Work) and making these obligations binding upon any transferee.

IX.

TERM



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This Agreement shall commence on the Effective Date and shall terminate five (5) years thereafter, unless earlier terminated as provided herein; the period of time during which this Agreement remains in effect is referred to herein as the "Term." The Term is inclusive of the time periods required under Section II and Section IV. If a Participation Agreement for the Project Property was not previously terminated, the Term may be extended by written authorization of the Agency for a period not to exceed one (1) year. Nothing in this Article IX shall preclude the Participant from re-applying to the Program one time following termination of this Agreement for failure to meet Program deadlines; provided, however, no further extensions shall be granted.

X.

HOLD HARMLESS AND INDEMNIFICATION

The Participant shall indemnify the Agency and shall release, hold and save the Agency harmless from and against all liabilities, debts, claims, actions, causes of action, losses, damages and attorney's fees now existing or that may hereafter arise or result from performance of the Work. Without limitation, as used in this Article X, the term "the Agency" shall include all officials, officers, employees, directors, employees, agents and representatives of the Elko Redevelopment Agency.

XI.

OTHER WORK

Nothing herein is intended to limit, restrict or prohibit the Participant from undertaking any other work in or about the Project Property which is unrelated to the Work.

XII.

GENERAL PROVISIONS

A. AMENDMENT.

No modification, amendment, addition to, or termination of this Agreement nor waiver of any of its provisions shall be valid or enforceable unless in writing and signed by all the parties.

B. ASSIGNMENT; BINDING EFFECT.

This Agreement shall be binding on the parties' successors and assigns.

C. NOTICES.



Storefront Improvement Grant Program

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if personally delivered or sent by registered or certified mail to:

If to the Agency:

**Elko Redevelopment Agency
c/o Elko City Planner
1751 College Avenue
Elko, Nevada 89815**

If to the Participant:

Name of Participant: _____

Name of Contract (if different): _____

Title of Contact: _____

Mailing Address: _____

City/State/Zip Code: _____

or such other address as shall be specified in writing by either the Agency or the Participant.

D. GOVERNING LAW AND VENUE.

This Agreement shall be governed, construed and enforced according to the laws of the State of Nevada. Any action to enforce this Agreement or regarding any benefits or conditions of this Agreement shall be filed in the Fourth Judicial District Court in and for the County of Elko, State of Nevada, which court shall have jurisdiction and venue over said action.

E. ATTORNEY FEES AND COSTS.

In the event of any litigation concerning this Agreement between the parties, the prevailing party shall be entitled to recover all of its court costs and reasonable attorney's fees from the other party.

F. SEVERABILITY.

In the event any term or provision of this Agreement is held to be invalid or unenforceable in any respect by a court of competent jurisdiction, then all other terms and provisions of this Agreement shall remain in full force and effect and shall not in any way be affected or impaired



Storefront Improvement Grant Program

thereby.

G. CAPTIONS.

The captions appearing at the commencement of the articles and sections and herein are not substantive but are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this Agreement or other otherwise affect the same.

H. NO INTEREST IN PROJECT PROPERTY.

Nothing in this Agreement shall be construed to transfer any interest in the Project Property to the Agency.

I. ENTIRE AGREEMENT.

This Agreement (including any appendices hereto and any documents incorporated by reference) contains the entire agreement between the Agency and the Participant with respect to the subject matter hereof, and all representations, provisions and covenants between the parties, whether verbal or written, are merged herein.

J. TIME OF THE ESSENCE.

Time is of the essence in this Agreement and of each covenant and agreement that is to be performed at a particular time or within a particular period of time. However, if the final date of any period which is set forth in this Agreement falls on a Saturday, Sunday or legal holiday under the Laws of the United States or the State of Nevada, then the time of such period shall be extended to the next date which is not a Saturday, Sunday or legal holiday.

K. CONFLICTING TERMS.

In the event of a conflict between this Agreement and any document incorporated herein by reference, to include the appendices hereto, the terms of this Agreement shall prevail.

L. NOTICE OF RELEASE.

Notwithstanding any other provision contained herein, in the event the Agency determines that the Participant has satisfied all obligations hereunder, to include all maintenance obligations, the Agency shall record a Notice of Release with the Elko County Recorder thereby releasing the Participant from all obligations to the Agency under this Agreement and placing the public on notice thereof.



Storefront Improvement Grant Program

M. CONDITIONS.

For re-applications following termination for failure to meet Program deadlines, the following conditions shall be satisfied by the Participant prior to receiving funds from the Program pursuant to this Agreement:

(Attach additional sheets if necessary)

IN WITNESS WHEREOF, the parties have executed this Agreement:

ELKO REDEVELOPMENT AGENCY:

By: _____
Signature

Print Name

PARTICIPANT:

By: _____
Signature

Print Name



Storefront Improvement Grant Program

Redevelopment Agency Rating Sheet

(For Office Use and Applicant Information Only – Do not submit with application packet)

Participant Name: _____ Owner Tenant

Business Name: _____

Business Address: _____

Is the Project Eligible for the Grant Program? Yes No

Project Cost: \$_____ Amount of RDA Funds Requested: \$_____ (50% of Projected Cost, NTE \$25,000)

CRITERIA

Points Possible	Points Awarded
--------------------	-------------------

1. Eligibility

- | | | |
|---|------------|-------|
| a) Participant is the Property Owner | (3 Points) | _____ |
| b) The project is located in the Central Business District. | (3 points) | _____ |

2. Elimination of Blighted Conditions...

- | | | |
|--|------------|-------|
| a) Improvements address defective design, character, or physical condition of the façade or storefront.. | (3 Points) | _____ |
| b) Provisions for natural light and sanitation have been made. | (3 Points) | _____ |
| c) Deterioration, obsolescence, or dilapidation factors will improve. | (3 Points) | _____ |
| d) The project will reduce exterior blight. | (3 points) | _____ |

3. Promotion of Economic Revitalization...

- | | | |
|---|------------|-------|
| a) The economy will likely benefit from this improvement. | (4 Points) | _____ |
|---|------------|-------|



Storefront Improvement Grant Program

	Points Possible	Points Awarded
--	-----------------	----------------

4. Stimulation of Private Development

- | | | |
|--|------------|-------|
| a) The project stimulates private development and improvements in the RDA area | (4 Points) | _____ |
|--|------------|-------|

5. Consistence with the City’s Comprehensive Master Plan

- | | | |
|--|------------|-------|
| a) The project protects historic resources. | (3 Points) | _____ |
| b) The project promotes historic preservation efforts. | (3 Points) | _____ |

6. Achievement of environmental benefits through architectural design and traffic/pedestrian circulation...

The focus of the project is on relatively inexpensive, highly visible physical improvements such as:

- | | | |
|---|------------|-------|
| a) Building Façade – The façade improvement includes larger or divided light windows, new fascia, awnings, or trellis structures. | (4 Points) | _____ |
| b) Signage – The signage is distinctive and attractive. | (4 Points) | _____ |
| c) Street vitality along the sidewalk is created (i.e., outdoor dining, architectural elements, etc.). | (4 Points) | _____ |
| d) Lighting – Lighting is used to illuminate the walkways and highlight storefront and building facades. | (4 Points) | _____ |

Total Points Awarded: _____
(MAX 48)

Rater’s Name: _____ Date: _____



Storefront Improvement Grant Program

Reimbursement Request Form

Elko Redevelopment Agency (Agency) funds disbursed under the Storefront Improvement Grant Program may only be spent to repay the costs of labor and materials necessary for qualifying and approved exterior building improvements including, but not limited to: restoration or renovation of storefronts, exterior signage and lighting. Agency funds may not be used for interior improvements, maintenance, improvements that are not visible from the street (such as roofing and general structural upgrade work), new building construction, landscaping, purchase or installation of equipment or trade fixtures, administrative salaries, advertising or promotion, market research or studies, or the purchase of stock or inventory.

If the Agency approved project funds for the Storefront Improvement Grant in excess of \$10,000, reimbursements can be requested at the points of 50% and 100% of project completion. The reimbursement process will take approximately two to four weeks.

Please complete both sides of this form and submit with it the following information:

1. Relevant invoices and/or receipts with proof of payment, such as a cancelled check, bank statement, credit card receipts, etc. Proof of payment for invoices must be from the General Contractor, if applicable. Expenses paid for with cash cannot be reimbursed. Grant recipient is eligible for 50% of all invoices and proof of payments submitted up to a maximum amount of \$25,000 or any other grant amount approved by the Agency.
2. A copy of your W-9
3. "After" photographs of the completed project submitted either by email or jump drive.

Make reimbursement check payable to:		
Name:		
Mailing Address:		
City:	State:	Zip Code:
Phone:	Cell:	
Email:		

Return your completed form and a copy of your W-9 to:

City of Elko Planning Department
1751 College Avenue

