

# Façade Improvement Grant Program Guidelines & Application

July 2024

## Table of Contents

Executive Summary.....	1
Program Components .....	1
Timeline.....	2
Prevailing Wage Requirement; Exemption .....	2
Eligibility .....	2
Application Procedures .....	3
Grant Awarding .....	3
Post Awarding Procedures .....	4
Attachment A: Façade Improvement Program Application .....	5
Attachment B: Façade Improvement Program Grant Agreement.....	8

## Executive Summary

The vast majority of Pittsburg's employers are small businesses, whether they are a home-based business or have a commercial storefront. These businesses are the heart and soul of the Pittsburg community and are incubators of opportunity, creativity, and vitality. The City Council recognizes how important small businesses are in the community, which is why supporting their success is an essential part of the City's [Economic Development Strategic Plan](#). Businesses with storefronts greatly benefit from investment on the parts of the building most visible to the public and face publicly accessible areas such as streets and sidewalks. These exteriors are called façades. Investments on these façades provide a number of benefits that include more inviting storefronts, improvements to neighborhood characteristics, reinvestment into older buildings, and more potential foot traffic. The City's Façade Improvement Grant Program aims to spur that opportunity through investment of public funds.

The City of Pittsburg is providing small businesses with the opportunity to apply for grants up to \$10,000 for façade improvements. Any additional work above the \$10,000 threshold is the responsibility of the applicant. This guide will provide more information about this program and the qualification and application process.

Thank you for your interest in this program. If you have any questions or need any guidance throughout the process, you can contact the City's Economic Development Manager, Robert Carrera, at [rcarrera@pittsburgca.gov](mailto:rcarrera@pittsburgca.gov) or by calling 925-252-4279.

## Program Components

The purpose of these funds is specifically for the enhancement and beautification of public-facing building façades that will improve the image and characteristics of the building, the business, and the City and will create an inviting experience that will mutually benefit the business, its customers, and the Pittsburg community. These funds can be used for the following:

- Signage
- Awnings
- Exterior paint (including anti-graffiti exterior paint and coatings)
- Architectural treatments
- Stucco, cladding, and/or siding repair
- Windows
- Front Entrance Doors
- Terrazzo walls and entryways
- Exterior lighting which provides or highlights architectural features
- Planter boxes
- Bicycle Racks
- Other enhancements determined by the City in its sole discretion to enhance the aesthetic value of the building

Ineligible uses for this grant include:

- Property acquisition
- Building additions
- Performing general or deferred maintenance on buildings or properties

- Upgrading mechanical, plumbing, or electrical equipment, or roof repairs
- Parking area paving, resurfacing, repair, or striping
- Chain link fencing with or without slats
- Working capital
- Advertising beyond exterior signage
- Training
- Start-up costs
- Cash for operating expenses
- Work in progress or performed prior to project's approval

## Timeline

The program will accept applications until fiscal-year funds allocated to the program are depleted. Applications are accepted on a first-come, first-served basis and completed applications are placed in a queue for review and approval. Incomplete applications will not be placed in the queue until they are completed. If an application is not approved for funding, the next application in the queue will be considered. If an application is eligible for funding but funds are fully depleted, that application may be rolled over into a future funding cycle and reconsidered, provided that the City Council authorizes additional funding, and the applicant remains interested and can provide updated documents upon request by the City.

## Prevailing Wage Requirement; Exemption

All improvements completed through the Façade Improvement Grant Program are “public work” as defined in Section 1720 of the California Labor Code. In accordance with Labor Code section 1720 et seq., prevailing wages shall be paid for all façade improvement work. All construction work must be performed by a licensed contractor. The use of volunteer labor is not allowed. All estimates and payments for construction and installation of façade improvements shall include prevailing wages and shall otherwise comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6 and 1813 of the California Labor Code and all other applicable laws and regulations with respect to prevailing wages. Applicants are responsible for ensuring that improvements follow prevailing wage law. To view prevailing wage rates and learn more, visit the State’s Department of Industrial Relations webpage by clicking [here](#).

## Eligibility

The City is seeking to help those businesses with storefronts that would provide the maximum return on investment for the City, while realizing the greatest amount of long-lasting benefits to the business. Businesses must meet the following qualifications.

1. Business must be operating within Pittsburg city limits.
2. Business must have an active City of Pittsburg Business License.
3. Business, and the property where business is located, must have no outstanding, active Code Enforcement cases or building permit violations.
4. Business must be a brick-and-mortar operation with a public-facing storefront. Home-based businesses are ineligible.
5. Shopping Centers with 5 or less tenants are eligible. A property-owner-led application is highly encouraged to create a uniform project, but individual tenants can apply also.

6. The following types of business applying for or located within the structure and/or center to be improved through grant funds are ineligible for this program:

- Liquor stores (SIC code 5921)
- Tobacco and Tobacco Products (SIC code 5194)
- Tobacco Stores and Stands (SIC code 5993)
- Cannabis Stores
- Gambling and Lottery Services (SIC code 799913)
- Night clubs (SIC code 581302)

The City reserves the right to determine whether an applicant is not eligible for the program for any reason in the sole discretion of the City.

## Application Procedures

All interested, qualified parties can apply for this program by filling out the application form shown in Attachment A of this document. In addition to filling out the application, applicants must provide copies of the following documents.

- Copy of Photo ID (Valid Driver's License, Passport, Etc.)
- Copy of Current City of Pittsburg Business License
- Copy of Current W-9 Form
- Copy of Current Lease Agreement (Tenant Applicants Only)
- At Least 5 Before Photos of the Storefront
- Vendor/Contractor Quote(s) for Proposed Work

The City reserves the right to request any additional information related to review of any application as determined necessary for any reason in the sole discretion of the City.

The application packet can be submitted via email to [rcarrera@pittsburgca.gov](mailto:rcarrera@pittsburgca.gov). Incomplete applications will not be accepted. The City reserves the right to request more documentation if the provided documentation does not clearly identify eligibility or if more information is needed on the proposed improvements.

## Grant Awarding

Grant applications will be reviewed by a team of City staff that will include representatives from the City's Economic Development, Planning, and Building Divisions. This team will review and rate applications using a weighted scaled based upon the following categories:

1. Does the applicant demonstrate that they are qualified to receive this grant? (5 pts)
2. Does the applicant understand the improvements sought through this program and provide a project that truly enhances the quality of the business, the building, and the neighborhood? (10 pts)
3. Does the applicant provide all the necessary documents as requested through this application? (10 pts)
4. Does the applicant demonstrate the ability to complete the project on a timely basis? (5 pts)

Applicant must clear the point threshold of 25 pts to be considered for awarding of a grant.

During the review process, the City will identify if the proposed work will require City permits, including but not limited to Planning Design Review or various building permits. The applicant may have the option to pay planning and permit fees from the grant balance. The applicant would submit these additional permitting invoices in the form of a reimbursement request (see Post Awarding Procedures).

After team review, the City will then make a final decision of approval and notify applicants of their approval of grant funding, subject to execution of a grant agreement, and then provide the applicant with a grant agreement for review and signature. As part of the application process, the applicant must agree to the terms and conditions in the grant agreement prior to signature. Grant agreements will be routed for digital signature through email using the DocuSign platform. If the applicant is unable to process their agreement through email, staff will make accommodations to have the applicant sign their agreement in-person.

## Post Awarding Procedures

Upon the completed signing of the grant agreement, the recipient may begin the approved work in the application. It is the expectation of the City that the recipient will begin the approved work no later than 3 months upon full signing of the grant agreement, and to complete work within 1 year upon full signing of the grant agreement. If the approved work is not completed within 1 year of full signing of the grant agreement, the grant agreement will expire, and the recipient will no longer be able to obtain reimbursement for work performed beyond one year.

To receive reimbursement, it is the responsibility of the recipient to provide three pieces of documentation for every reimbursement request; (1) an invoice for the approved work, (2) proof of payment of the invoice (i.e. receipt, cancelled check, credit card statement), and (3) proof of completion of the invoiced work. If these three documents are not provided in the reimbursement request, the request will not be processed. Upon review and approval of the reimbursement request, staff will process reimbursement requests and issue checks for pick up within an estimated 3 weeks. The recipient may submit as many reimbursement requests as needed until their awarded funds are fully expended. It is recommended for efficiency that the recipient wait to submit only one reimbursement request with all expenses and proof of payments for the approved work.

## Attachment A: Façade Improvement Program Application

Applicant Information			
Last	First	M.I.	Date
Daytime Phone Number <input type="checkbox"/> confidential		Email Address <input type="checkbox"/> confidential	

Applicant is the Following (Check all that Apply)	✓
Property Owner	<input type="checkbox"/>
Business Owner/Tenant	<input type="checkbox"/>

Property Owner Information (if different from applicant)			
Last	First	M.I.	Date
Property Owner Mailing Address		Unit #	
City	State	ZIP	
Daytime Phone Number <input type="checkbox"/> confidential		Email Address <input type="checkbox"/> confidential	

Business and Property Information		
Business Name		
Property Address (Location of Business)		Unit #
City	State	ZIP
Property APN	Website	
City Business License #	Years in Business	
Does your business have a storefront open to the public? (Yes/No)		

Grant Funding Information	
Scope of Work	
Estimated Total Project Cost	Grant Amount Requested
What is the proposed timeline for this project?	

Supplemental Documents Checklist	✓
Copy of Photo ID (Valid Driver's License, Passport, Etc.)	
Copy of Current City of Pittsburg Business License	
Copy of Current W-9 Form	
Copy of Current Lease Agreement (Tenant Applicants Only)	
At Least 5 Before Photos of the Storefront	
Vendor/Contractor Quote(s) for Proposed Work	



Acknowledgement	
<i>As the legal owner of the above property, I hereby grant authorization for the applicant to complete the façade improvements indicated on this application.</i>	
Property Owner Signature	Date
<p><i>The applicant and/or property owner certify the following:</i></p> <ul style="list-style-type: none"> <li>- <i>The owner is the property owner of record and there are no current code enforcement actions pending against the property.</i></li> <li>- <i>We have read the Program Guidelines, we understand them, and we accept them.</i></li> <li>- <i>We are qualified and will abide by such conditions set forth in this application and all reasonable conditions which may be issued by the City of Pittsburg in the implementation of this project.</i></li> <li>- <i>If awarded a grant, we will abide by the terms and conditions set forth in the grant agreement</i></li> <li>- <i>We will abide by the provisions set forth in the California Labor Code and ensure that all estimates and payments for construction and installation of façade improvements shall include prevailing wages.</i></li> </ul>	
Property Owner Signature	Date
Applicant Signature	Date

## Attachment B: Façade Improvement Program Grant Agreement

### CITY OF PITTSBURG FAÇADE IMPROVEMENT GRANT PROGRAM PARTICIPATION AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into on \_\_\_\_\_, 2024 between the City of Pittsburg, a California municipal corporation (the “City”), and \_\_\_\_\_, a business licensed to operate in the City (the “Business”), hereinafter referred to together as the “Parties.”

NOW THEREFORE, for good and valuable consideration, the parties agree to the following:

#### 1. Overview

(a) Purpose: The City has established the Façade Improvement Grant Program (the “Program”) to provide financial assistance to City-based small businesses to make improvements to the exterior façade of their businesses and buildings.

(b) Program Funding: The Pittsburg City Council has appropriated Business Improvement District (“BID”) funds to be allocated towards the Façade Improvement grants and associated permitting and entitlement costs towards the program.

(c) Grant Amount: Pursuant to this Agreement, the City shall provide a total grant amount of \$\_\_\_\_\_ (\_\_\_\_\_ dollars)(“Grant”). Grant shall be distributed pursuant to section 1(e) of this agreement.

(d) Grant Use: The Grant must be used solely for work indicated under the Scope of Improvements set forth in Exhibit A of this agreement. No other use of funds is allowed by the Business.

(e) Grant Reimbursement: The City will disburse Grant funds directly to the Business as a reimbursement for expenses under section 1(d) of this agreement within thirty (30) business days upon receipt and approval of a reimbursement request that includes the following documentation; 1) invoice(s) for work conducted under section 1(d) of the agreement, 2) proof of payment towards invoice(s), and 3) proof of completion of the invoiced work.

(f) Self-Certification: By signing this Agreement, the Business certifies that the information submitted in the Grant Application is true and correct, and that the Business will use the Grant solely for the purposes set forth in the Business Application. The City shall reserve the right to require additional documentation necessary to verify the Business meets any eligibility requirement(s), and Business agrees to promptly provide required documents.

(g) Grant Term: This Agreement will take effect on the Execution Date and terminate one year after the execution date (“Grant Term”). In the case of this grant agreement, Sections 2(l) shall survive termination.

(h) Communication: The City of Pittsburg Economic Development Manager will serve as the primary point of contact for the Business during the Grant Term.

(i) Repayment of Grant Funds: If the Business does not use the Grant as required by Section 1(d) or it is determined that any information provided to the City was fraudulent, incorrect, or incomplete, then the Business must repay the full amount of the Grant to the City within 30 days of written notice. Business shall be liable to City for own costs incurred by City to enforce this subsection.

## 2. General Provisions

(a) Entire Agreement; Amendments: This Agreement constitutes the entire agreement among the Parties as to the Grant and may not be amended or modified, except in writing signed by each of the Parties. The Business may not assign or transfer its rights and interests in this Agreement to any other person, business or entity.

(b) No Third-Party Beneficiaries: This Agreement is not intended to create any rights or benefits for a person or entity who is not a party, whether as a third-party beneficiary or otherwise.

(c) Choice of Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Contra Costa, California.

(d) Enforceability; Interpretation: In the event that any of the provisions or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by a court of competent jurisdiction. The illegality or invalidity of any of the provisions or portions of any of the provisions of the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of application of any of the provisions of the Agreement. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

(e) Disbursements: The City shall have no responsibility to disburse any funds beyond the amount that the City has received and allocated from BID funds. In the event of any dispute under this Agreement, Business’s sole recourse and damages against the City shall be limited to the amount of the Grant as set forth herein.

(f) Non-Liability: No member of the City and no other officer, employee or agent

of the City shall be personally liable to Business or otherwise in the event of any default or breach of the City, or for any amount which may become due to Business or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

(g) Force Majeure: No Party will be held responsible for failing perform its responsibilities under this Agreement if the failure results from any act of nature or other cause that is beyond the reasonable control of the Party and that makes performance impossible or illegal.

(h) Confidentiality: Unless otherwise required by applicable law or regulation, including but not limited to the California Public Records Act, the City shall use best efforts to keep all financial information submitted by the Business as confidential and will not make such information available publicly. Business acknowledges and agrees that the City: (a) shall disclose to the public a list of all businesses that received Grants and the individual Grant amounts; and (b) shall share with staff and City Council the Business's reported information concerning the operational status of the Business and aggregate data on jobs, tax and revenue data of all businesses that received Grants. Business shall identify any such records of financial information by clearly labeling each document as confidential, in whole or in part, to notify City that confidentiality may apply.

(i) Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one and the same instrument.

(j) Non-Discrimination: The Business will not discriminate against any individual with regard to employment or participation or in any other manner for reasons of race, color, religion, gender or gender identification, sexual identity, pregnancy, childbirth or related medical conditions, national origin, age, marital status, disability or any other characteristic that is protected by local, state or federal law.

(k) NOTICES. All notices required hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery to the City's address as shown below, or such other places as City or Business may, from time to time, respectively, designate in a written notice given to the other. Notice shall be deemed received three (3) days after the date of the mailing thereof or upon personal delivery.

To City:                 Robert Carrera  
                               Economic Development Manager  
                               65 Civic Avenue  
                               Pittsburg, CA 94565

To Business: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(l) Indemnification: Business agrees to defend, indemnify, and hold harmless the City, its officers, officials, employees, agents and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and other litigation expenses) arising under the terms of this Agreement. This indemnification obligation on Business's part shall not apply to demands, actions, losses, damages, injuries, and liability arising out of sole negligence or willful misconduct on the part of City.

(m) Cessation of Funding: The City's obligation to make payments to Business hereunder is contingent on the availability of allocated BID funds to the City. In the event the funding for this Agreement ceases, the City shall have no obligation to Business and this Agreement is terminated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

**BUSINESS:**

\_\_\_\_\_  
Name:  
Title:

**CITY OF PITTSBURG:**

\_\_\_\_\_  
Robert Carrera  
Economic Development Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Donna Mooney  
City Attorney

**EXHIBIT A  
SCOPE OF IMPROVEMENTS**