

DOWNTOWN HAWKINSVILLE FACADE GRANT/LOAN PROGRAM



Downtown Hawkinsville circa early 1900's

HAWKINSVILLE DOWNTOWN DEVELOPMENT AUTHORITY
CITY OF HAWKINSVILLE
P.O. BOX 120
HAWKINSVILLE, GA

HAWKINSVILLE DOWNTOWN DEVELOPMENT AUTHORITY

FACADE GRANT/LOAN PROGRAM

The Hawkinsville Downtown Development Authority (DDA) has established a grant/loan program to encourage aesthetic exterior improvements to commercial properties in Downtown Hawkinsville and to promote economic development in the Downtown Commercial District. This grant/loan program is intended to restore and preserve downtown properties and to encourage projects that are compatible with the downtown's historic character. This grant/loan includes a property's front and back exterior façade.

STEP BY STEP PROCESS:

Step 1: Review the application information including Eligible Projects, Ineligible Projects, Article V., Maintenance of Historic Properties Covenant, Downtown Design Guidelines, Design Assistance, Facade Grant/Loan Criteria, Grant Amounts, Loan Amounts, Terms of Payment, Security & Security Position, Termination/Change of Program, and Tax Incentives.

Step 2: Call the City of Hawkinsville Code Enforcement to determine what exterior updates need to be made to your building and the proper permitting procedure to complete these projects.

City Code Enforcement Officer
Phone: (478) 892-3240

Step 3: If the facade project calls for any additions to your facade's exterior that was not previously a part of the façade and your property is in the historic area of the Downtown Commercial District (see page 12 map highlighted in yellow), you will have to fill out a Historic Preservation Commission (HPC) Certificate of Appropriateness application. For example, if your property is in the historic area of the Downtown Commercial District and you want to put a sign or awning that was not previously located on your building, the addition will have to be approved by HPC. You can pick up the HPC Certificate of Appropriateness application at the Economic Development & Main Street Office located at 46 S. Lumpkin Street or at City Hall.

Step 4: Once you have determined the facade project(s) you would like to complete, please contact two different licensed contractors to each provide an itemized estimate for each project you would like to complete. Please make sure that each contractor includes the cost of permits.

Step 5: Take a before picture of the front and back of your building before work is completed.

Step 6: Fill out your Façade Grant application. Attach the before pictures and estimates to the application. If your project had to be approved by HPC, please attach a copy of your approval to the application.

Step 7: Turn your application in by emailing the Economic Development & Main Street Director at econdev@hawkinsvillega.net or turn the application in at 46 S. Lumpkin Street Hawkinsville, GA.

Step 8: Once your application has been approved by the Hawkinsville Downtown Development Authority, you will receive a written notice from the Economic Development Director indicating that you may proceed with the approved facade grant project.

Step 9: Once the project is complete, please send Jamie Wilson at econdev@hawkinsvillega.net an invoice made out to the Hawkinsville Downtown Development Authority and attach a picture of the finished project.

Program Requirements

- Applicants must be building owners; however, tenants and owners may jointly apply. The tenant will need owner's approval to apply.
- Tenant and owner agree to maintain the facade for five years, which is the maximum length of the loan

- Property must be commercial and located within the designated historic district (see attached map)
- All improvements must comply with The City of Hawkinsville Building Codes
- All new additions to the façade that weren't previously there before, must be approved by the Hawkinsville Preservation Commission if located in the Downtown Historic District (highlighted in yellow) of the Downtown Commercial District (see map on page 12).
- Grants/loans are limited to one facade grant per building front or back during any 12-month period
- Work must commence within 60 days of grant approval and be completed within 180 days of commencement
- Granted amounts will be paid at the completion of work
- Two bids from contractors and/or vendors must be submitted with application. Make sure that these bids include the price of permits.
- Applicant's business/property must be current on taxes and business license. If property is vacant this does not apply.
- Signage must be approved by the Hawkinsville Downtown Development Authority, Historic Preservation Commission, and meet the standards listed in the City's sign ordinance.

Eligible Projects

- Painting, cleaning (pressure washing), and repair of masonry
- Removing tint from windows
- Gutter System
- Repair or replacement of architectural features, doors, and windows
- Signs (new, repairs or replacement)
- Exterior lighting (new, repairs or replacement)
- Awnings (new, repairs or replacement)
- Removing inappropriate or incompatible exterior finishes or materials
- Restoring exterior finishes or materials
- Repairing or replacing windows (windows cannot be tinted)
- Display area lighting
- Window boxes or permanent planters
- Removal of false fronts, metal canopies, and additions that detract from the building's historical and architectural character.

Ineligible Projects/Activities

- Improvements made prior to the approval of grant/loan application
- Removal of historically or architecturally significant features
- Sandblasting of brick or masonry surfaces
- General periodic maintenance
- Damage covered by insurance
- Interior improvements or improvements not seen from publicly-owned space
- Security systems
- Non-permanent fixtures (including but not limited to outdoor patio furniture, temporary signs, movable lighting fixtures, etc.)
- Business operational costs (including but not limited to inventory, display fixtures, working capital)

- Exterior internally-lit signs and lit window signs
- Refinancing existing debt
- Roof replacement/repairs
- Labor costs paid to the owner/tenant or relatives of the owner/tenant
- Tinted Windows with a certain amount of tint (you must be able to see through the glass)

ARTICLE V. MAINTENANCE OF HISTORIC PROPERTIES

Sec. 42-111. Ordinary maintenance and repair.

Ordinary maintenance or repair of any exterior architectural feature in or on an historic property, to correct deterioration, decay or damage, or to sustain the existing form, and that does not involve a change in the design, material, texture or the exterior appearance thereof, does not require a certificate of appropriateness.

(Ord. of 12-14-1998, § 501)

Sec. 42-112. Standards of minimum maintenance and repair.

The commission and the city shall further ensure that all designated historic properties and places, sites, buildings, structures and works of art within designated historic districts are kept free from the following structural defects and conditions which threaten the deterioration or loss of such properties. Owners shall maintain their structures as to not endanger the property by permitting the following conditions which jeopardize structural integrity:

- (1) *Foundations.* Deteriorated or inadequate foundations jeopardize structural integrity. All foundations shall support the structure as originally constructed, and at all points shall be free of holes, wide cracks and buckling.
- (2) *Structural members.* Defective or deteriorated floor supports, or any structural members of insufficient size to carry imposed loads with safety jeopardize structural integrity. Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration jeopardize structural integrity. Structural members of ceilings and roofs, or other horizontal structural members, which sag, split or buckle due to defective materials or deterioration or are of insufficient size to carry imposed loads with safety jeopardize structural integrity. Interior staircases shall be maintained in good repair.
- (3) *Exterior surfaces and materials.* Floors, exterior walls and roofs having holes, wide cracks and loose, warped, protruding or rotting boards or any other condition admitting moisture or other elements jeopardize structural integrity. Exterior surfaces exposed to the weather shall be repaired and weatherproofed, where appropriate, to protect them from further deterioration. Masonry joints shall be maintained. Fireplaces or chimneys which list, bulge or settle due to defective material or deterioration, or are of insufficient size or strength to carry imposed loads with safety jeopardize structural integrity.
- (4) *Weather protection and ventilation.* Lack of weather protection, any fault or defect in the building which renders it structurally unsafe or not weathertight jeopardizes structural integrity. Windows, exterior doors and exterior siding shall be watertight. Exterior flashing, including that at chimneys, doors, and windows, shall be maintained in good repair. Downspouts and gutters shall be maintained so that rain runoff is directed away from the structure. Foundation and attic vents shall be maintained to ventilate the crawl and attic spaces.
- (5) *Stairways, porches and appurtenances.* Exterior staircases, porches and appurtenances thereto shall be maintained in good repair.
- (6) *Rodent and termite infestation.* Structures shall be free of wood boring insects and rodent infestation.
- (7) *Security and utilities.* Buildings which are no longer occupied shall be properly secured to prevent intrusion, and all utilities shall be properly connected or disconnected.
- (8) *Dependencies and additional site features.* Ancillary structures and accessory buildings shall be maintained in good repair. Tree limbs shall be trimmed away from the building, and tree roots shall be cleared away from all

foundations. Soil erosion and soil deposition shall not be allowed to endanger any structures.

(Ord. of 12-14-1998, § 502)

Sec. 42-113. Failure to provide minimum maintenance and repair.

Owners shall not allow historic properties and places, sites, buildings, structures or works of art within designated historic districts to deteriorate by failing to provide minimum maintenance and repair. The failure to provide minimum maintenance and repair not only adversely impacts the historic and cultural value of the historic community, but due to decay, deterioration and structural defects, jeopardizes structural integrity and poses additional safety hazards. The purpose of this section is to require an owner to engage in the minimum maintenance and repair necessary to correct decay, deterioration, structural defects and safety problems.

(Ord. of 12-14-1998, § 503)

Sec. 42-114. Monitoring of condition.

The commission and the city shall monitor the condition of all designated historic properties and places, sites, buildings, structures and works of art within designated historic districts. The commission shall report all failures to provide minimum maintenance and repair to the building official of the city. Such conditions as those outlined in section 42-112 shall constitute a failure to provide minimum maintenance and repair.

(Ord. of 12-14-1998, § 503.1)

Sec. 42-115. Condition assessment.

Upon notification by the commission, the building official or his designee shall be authorized to enter upon premises for the purpose of making examinations and inspections regarding conformity to the requirements hereunder. Such entry shall be made in such a manner as to cause the least possible inconvenience to any persons in possession. The city may appoint and affix the duties of such agents, designees and employees as reasonably necessary to carry out the purposes of this chapter. The building official shall prepare a condition assessment for the commission.

Ord. of 12-14-1998, § 503.2)

Sec. 42-116. Notice and remedy time allowance.

If the commission finds a failure to provide minimum maintenance and repair, nonconformity with section 42-112, the commission will give notice as described in this section and set forth the steps necessary to remedy the situation. Notice shall be served upon the owner and all parties in interest. The owner of the property will have 30 days from receipt of such notice to respond in writing and outlining his intentions and steps being taken to remedy the situation. The owner of the property will have 60 days from the receipt of such notice to begin the steps necessary to remedy the situation, and shall have 180 days from receipt of the notice to complete the work, unless such time shall be extended due to the expense and/or complexity of the repairs. In no event shall such extension exceed 180 additional days.

(Ord. of 12-14-1998, § 503.3)

Sec. 42-117. Public hearing and recommendation of action.

Within 30 days of receipt of the notice provided for in section 42-116, the owner or any other party in interest who takes exception to such notice may request a public hearing on the matter. The owner or other party with an interest shall then be

given an opportunity to appear before the commission, in person or otherwise, and present testimony pertaining to the notice issued. Notice of the date, time and place of the hearing shall be given via certified mail. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the commission although all parties shall be provided a fair and impartial hearing and shall be entitled to present all relevant evidence. If the commission agrees with the original notice, it shall state its reasons for doing so, and shall transmit a recommendation of action and reasons in support thereof, in writing, to the affected party and to the mayor and council.

(Ord. of 12-14-1998, § 503.4)

Sec. 42-118. Review by council.

The council will review the recommendation of action by the commission regarding the finding of a failure to provided minimum maintenance and repair. The mayor and council will consider the matter on the merits and render a written decision which will include the reasoning therefor. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the city although all parties shall be provided a fair and impartial hearing and shall be entitled to present all relevant evidence. If the owner or other party in interest fails to comply with the notice and does not seek a hearing, or a hearing upholding the notice is had and no appeal is taken, or all appeals rights are exhausted and the notice has been upheld, the city may then perform or cause to be performed such minimum maintenance as is necessary to stabilize and prevent further deterioration of the property or prosecution may commence in municipal court, as provided for in section 42-4.

(Ord. of 12-14-1998, § 503.5)

Sec. 42-119. Lien for minimum maintenance and repairs.

At the direction of the mayor and council of the city, minimum maintenance, and repair necessary to prevent deterioration or demolition by neglect may be performed by someone other than the owner. The owner of the property shall be liable for the cost of such maintenance and repair. The amount of the cost of such maintenance or repair shall be a lien against the real property upon which the maintained or repaired structure is situated. The lien shall attach to the real property at the time of payment of all costs of maintenance or repair by the city, and the filing of an itemized statement of the total sum of such costs by the city in the office of the city clerk on a lien docket maintained by the city clerk regarding liens for work performed on unfit buildings. Nothing in this section shall be construed to impair or limit in any way the power of the city to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

- (1) A public officer of the city, or any adult citizens of this state, may execute an affidavit of service reciting that a copy of the notice was served upon such persons either personally, or by leaving a copy at the place of each person's residence. This shall be sufficient evidence as to the proper service of the person in possession, owner and party in interest.
- (2) If any of the aforementioned persons reside outside of the city but within the state, service shall be effected by causing a copy of the notice to be served upon such party or parties by the sheriff or any lawful deputy of the county of residence of such party, or such service may be made by any adult citizen, as to personal service or service by leaving a copy at such party's residence, shall be conclusive as to such service.
- (3) Nonresidents of this state shall be served by publishing the notice for two successive weeks in the legal organ of the county, and by posting a copy of such notice in a conspicuous place on premises affected by the notice. Where the address of such nonresidents is known, a copy of such notice shall be mailed to them by registered or certified mail.
- (4) In the event either the owner or any party in interest is a minor or an insane person or person laboring under disabilities, the guardian or other personal representative of such person shall be served, and if such guardian or personal representative resides outside the city or is a nonresident, he shall be served as provided above in such cases. If such minor or insane person or person laboring under disabilities has no guardian or personal representative or in the event such minor or insane person lives outside the city or is a nonresident, service shall be perfected by serving such minor or insane person personally or by leaving a copy at the place of his residence which shall be sufficient evidence as to the service of such person or persons. In the case of other persons who live outside of the city or are nonresidents, service shall be perfected by serving the judge of the probate court of the county,

who shall stand in the place of and protect the rights of such minor or insane persons or appoint a guardian ad litem for such person.

- (5) In the event the whereabouts of any owner or party in interest is unknown and the whereabouts cannot be ascertained by the public officer in the exercise of reasonable diligence, the public officer shall make an affidavit of that effect, and the service of such notice upon such person shall be made in the same manner as provided in subsection (3) of this section, and service may be further perfected upon any person, firm or corporation holding itself out as an agent for the property involved.
- (6) A copy of such notice shall also be filed in the proper office or offices for the filing of lis pendens notice in the county, and such filing of the notice shall have the same force and effect as other lis pendens notices provided by law. Any such notice or an appropriate lis pendens notice may contain a statement to the effect that a lien may arise against the described property maintained by the city.
- (7) The city may enforce the collection of any amount due on such lien only in the following manner:
 - a. The owner or parties at interest shall be allowed to satisfy the amount due on such lien by paying the city within 30 days after the perfection of such lien, a sum of money equal to 25 percent of the total amount due and by further paying to the city the remaining balance due on such lien, together with interest at the rate of seven percent per annum, in three equal annual payments, each of which shall become due and payable on the anniversary date of the initial payment made as prescribed in this subsection;
 - b. Should the property upon which such lien is perfected be sold, transferred or conveyed by the owner or parties at interest at any time prior to the termination of the three-year period, then the entire balance due on such lien shall be due and payable to the city at the time of the sale, transfer or conveyance; and
 - c. Should the amount of such lien or any portion thereof, be unpaid after the passage of such three-year period, or upon the occurrence of the contingency provided for in subsection (7)b of this section, the city may enforce the collection of any amount due on such lien for repair of dwellings, buildings or other structures in the same manner as provided in O.C.G.A. § 48-5-358, and other applicable state statutes. This procedure shall be subject to the right of redemption by any persons having any right, title or interest in or lien upon such property, all as provided by O.C.G.A. § 58-4-40 et seq.

(Ord. of 12-14-1998, § 504)

Sec. 42-120. Appeals of minimum maintenance and repair decisions.

Any owner or other party of interest who takes exception to the city's decision relative to a recommendation of action regarding the failure to provide minimum maintenance and repair may appeal such decision to the superior court of the county in the manner provided by law for convictions of municipal ordinance violations, namely, via petition for writ of certiorari.

(Ord. of 12-14-1998, § 602)

Downtown Design Guidelines

- Go to www.Hawkinsville-Pulaski.org
- In the top right corner, click on the yellow tab "Downtown Design Guidelines"
- Here you will find the complete **historic guidelines** for downtown revitalization which will be followed in this grant/loan program.

Design Assistance

Downtown Hawkinsville's business and property owners may take advantage of the Design Assistance Program offered through the University of Georgia, the Georgia Main Street Program and the Georgia Trust for Historic Preservation. For a small fee, the Design Assistance Program provides site planning services, paint color recommendations, facade improvement recommendations and other suggestions for appropriate exterior

improvement to historic buildings. Property owners/tenants will also receive a colored rendering of the proposed building improvements. This fee ranges from \$100 to \$200. The owner/tenant must pay for this fee upfront. Once a grant/loan is approved, the fee can be added back for reimbursement. (See attached sample.)

Facade Grant/Loan Criteria

Requests for grants will be reviewed, approved, or denied based on the following criteria:

- Availability of grant/loan funds
- Historic or architectural significance of the property
- Compatibility with other downtown improvement projects
- Potential impact of the project on the downtown
- Visual prominence of the building
- Overall cost of the project
- Completeness of the application and quality of the project
- Willingness to complete the project and overall merit
- Approval must be given before work can begin

In reviewing an application, Hawkinsville Downtown Development Authority shall not discriminate on the basis of race, religion, sex, color, age, sexual orientation, national origin, disability or marital status.

Please allow up to 60 days for review and approval of grant and/or loan.

Grant Amounts

- Grants will be given only on eligible projects only
- Each downtown building located within the historic district is eligible for up to a \$1,500 store front facade grant per year.
- An owner with multiple properties is eligible for a grant for each building.

Loan Amounts

- Maximal amount of money loaned is \$8,500.00, payable to the terms listed below
- Property owner or owner/tenant must sign and execute all related paperwork and promissory notes

Terms of Payment

- The minimum payment amount will be \$75 per month
- The maximum term of repayment shall be sixty (60) months, payable in equal consecutive monthly installments. Monthly payment for the tenant will be added to their utility bill each month
- Building owners will receive a monthly statement
- Monthly payments must be paid on or before the tenth (10th) day of each month until the full amount of the Loan is paid.
- Should the Borrower fail to make the monthly payments on or before the twentieth (20th) day of each month, the note shall be in default, and The Hawkinsville DOA may declare the unpaid principal balance immediately due and payable and will have such other rights and remedies as may be available according to the laws of the State of Georgia.
- Payments will begin on the tenth (10th) day of the month following the date of final project payment.
- The note will be in default if construction is not complete within three months from the date of the Promissory Note.
- No penalty for early repayment
- If property is sold or transferred during the term of this loan, the outstanding balance must be paid at

the time of closing/transfer of property

Security and Security Position

- The Loan will be evidenced by a Promissory Note.
- The Promissory Note is not assignable or transferable by the Borrower. If the Borrower sells or otherwise disposes of title to subject property, the full amount of the unpaid balance shall be due and payable upon the closing of the sale.
- The Loan will be secured by the real property for which the proceeds will be used. Borrower and any other owner of the Real Property shall execute and deliver, in proper form for recording a security deed in form and content satisfactory to The Hawkinsville DOA, shall pay the cost of recording same and all applicable intangible taxes.

Termination/Change of Program

- The City of Hawkinsville and/or Hawkinsville ODA may discontinue this program at any time; however, loan commitments given prior to its termination will be processed in entirety subject to the eligibility criteria detailed in the program guideline.
- The Hawkinsville Downtown Development Authority reserves the sole right to amend, modify, add or delete any part or subpart of this program.

Tax Incentives

- Dependent upon the scope of work, projects may also be eligible for Federal and/or State tax incentive programs when rehabilitating downtown properties. The Hawkinsville Downtown Development Authority does not grant or assume that these tax incentives will be given. Please consult an accountant or CPA for more info

**HAWKINSVILLE DOWTOWN DEVELOPMENT AUTHORITY
FACADE GRANT/LOAN APPLICATION**

Building owner or building owner/tenant can only apply for this loan.

Check the Grant and/or Loan Program for which this application is being submitted

- ___ Facade Grant (maximum grant of \$1,500)
___ Facade Loan (maximum loan amount
\$8,500) Loan amount requested _____

Attach the following:

- Description of proposed work, including sample colors of paint, sign design, awning color and type
- Two bids per project that include an itemized list of costs and total cost. For example, if you chose to get a sign and an awning you would need two bids for the awning and two bids for the sign.
- Current picture of store front
- Legal description of building (can be obtained from Courthouse)
- Approved Historic Preservation Commission Certificate of Appropriateness if the property is in the historic section of the Downtown Commercial District and will undergo exterior changes that weren't previously there.

BUILDING OWNER

Name: _____
Mailing Address: _____
Property Address: _____
Daytime Phone: _____ Cell Phone: _____
Email Address: _____

TENANT (If different from building owner)

Name: _____
Mailing Address: _____
Property Address: _____
Daytime Phone: _____ Cell Phone: _____
Email Address: _____

AGREEMENT

I/we understand that in order for our request for funding to be approved, I/we must agree to follow the recommendations of Hawkinsville Downtown Development Authority and comply with the following:

1. Facade grant/loan applies only to those structures and buildings within the Downtown Commercial District area.
2. General building maintenance is not eligible under this program.
3. Monies are for exterior improvements only.
4. Disbursements of monies will be made only after all work is completed.
5. Any improvements NOT approved will be ineligible for funds.
6. If building is sold to tenant or third party anytime during the loan period, the loan must be paid in full to Hawkinsville Downtown Development Authority at the time of closing.
7. Labor costs paid to the owner/tenant or relatives of the owner/tenant are not eligible for grant/loan program.
8. Tenant may repay the loan in monthly payments, but the property owner is ultimately responsible for repayment of the loan in full.
9. The owner of the property assumes all responsibility for ensuring that contractors are properly licensed and insured. The property owner assumes all liability related to the project.

I/We agree to the terms and conditions stated above and throughout the entire program requirements. I/we do hereby swear or affirm that the information provided herein is true, complete, and accurate, and I/we understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

BUILDING OWNER:

Signature: _____

Print Name: _____

Date: _____

TENANT (If different from building owner):

Signature: _____

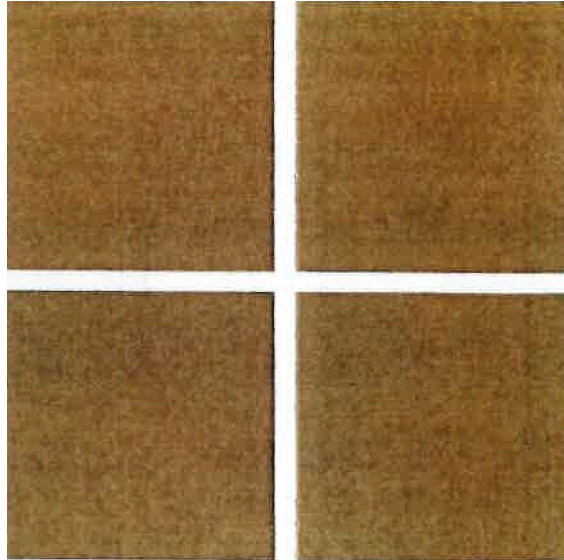
Print Name: _____

Date: _____

historic properties

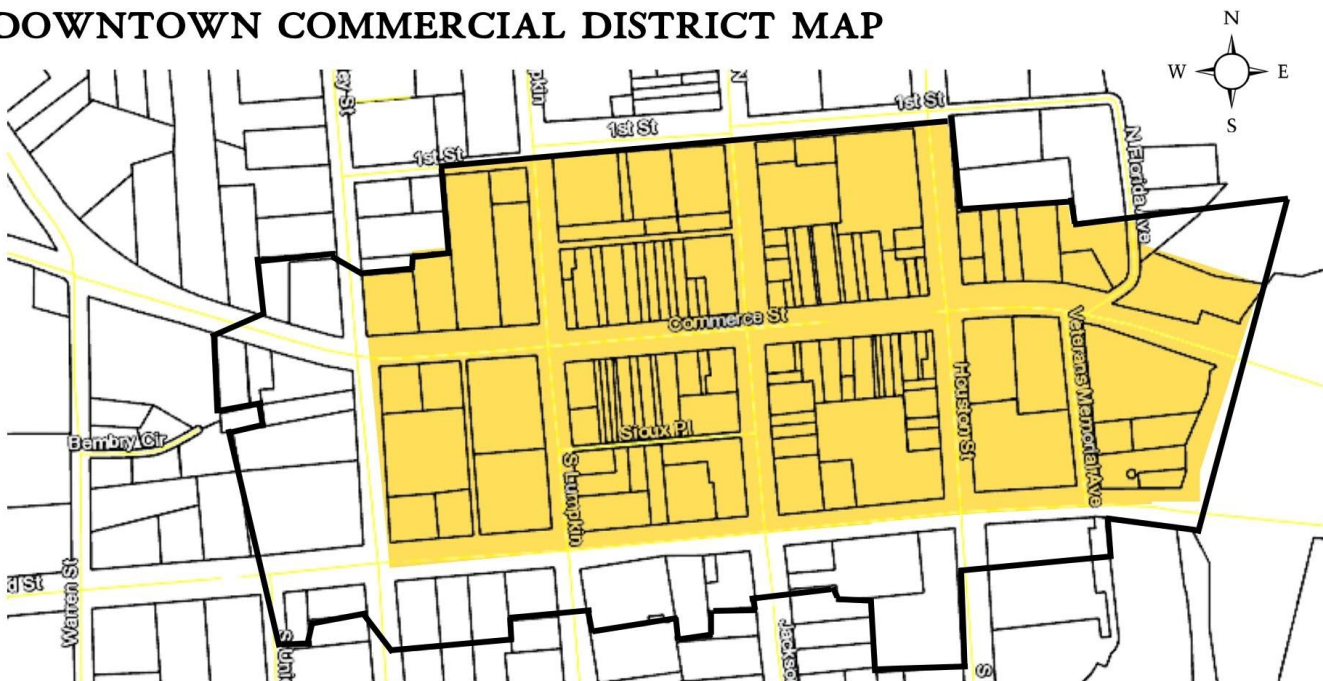
DOWNTOWN HAWKINSVILLE LOCAL HISTORIC DISTRICT

The National Register District boundaries served as a beginning point for exploring the designation of a local downtown district and full protection of the historic buildings located there. The Hawkinsville Historic Preservation Commission initiated a study of the area for the purposes of creating a local historic district. The study's recommendation was that a local historic district focused on the downtown, excluding the industrial **area**, would best match the community's goal. The Historic Preservation Commission held public hearing and forwarded this recommendation to the City Commission. The City Commission Designated the *Hawkinsville Downtown Historic District* December 3, 2007. The District is represented by the map below.



N

DOWNTOWN COMMERCIAL DISTRICT MAP



***PROPERTIES HIGHLIGHTED IN YELLOW ARE HISTORIC

