



City of Santa Ana

Planning and Building Agency

PROPERTY COMPLIANCE ASSISTANCE PROGRAM

Terms and Conditions and Application

20 Civic Center Plaza, Santa Ana, CA, 92701



City of Santa Ana
Planning and Building Agency

Commercial Property Compliance Assistance Program

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Commercial Property Compliance Assistance Program

PURPOSE

CP-CAP assists commercial properties in their recovery efforts due to the hardship onset of the COVID-19 pandemic. The enhancements approved by the Planning and Building Agency will be eligible to receive up to \$50,000 for facade and eligible improvements. Each applicant must provide proof of initial investment and commitment to make property improvements.

The goal of CP-CAP is to facilitate commercial revitalization; stimulate private investment; preserve and beautify the commercial corridors; and generate shopping and a pleasant walking environment by improving the visual aesthetics of commercial building facades through the use of the City's Revive Santa Ana – American Rescue Plan Act funding allocation. Additionally, CP-CAP will help create a pedestrian-friendly and aesthetically pleasing environment for residents, visitors, and tourists, and may also create substantial economic benefits for merchants and property owners as a result of increased interest and activity in the area.

By stimulating private investment and customer patronage, CP-CAP adds value to the City's economy and enhances the community experience. The objective of CP-CAP is to assist in restoring, substantially beautifying, and/or enhancing the entire façade or elevation of a commercial building.

SOURCE OF FUNDS

CP-CAP is being funded by the American Rescue Plan Act (ARPA) Fiscal Year 2021-23. The funds are allocated through the Revive Santa Ana initiative. CP-CAP will only fund projects that significantly improve the visual appearance of the entire façade of the property as viewed from the street. The following section provides details regarding the program's criteria for eligibility and the approval process. Only one grant will be awarded per building within a five (5) year period.

APPLICANT ELIGIBILITY REQUIREMENTS

PROPERTY OWNERSHIP

The applicant(s) must be the current property owner(s). The existing deed must list all current owners of the property. Property owner(s) shall be construed to be any person(s) or legal entity that holds title to the subject property. In the case of multiple ownership, the signature of each titleholder is required on all appropriate documents.

Commercial Property Compliance Assistance Program

The City will verify property ownership and require all persons currently on the title to give written consent to all work being performed on the property as it relates to the application.

PROGRAM EXCLUSIONS

The following businesses are not eligible to receive Program assistance:

- Residential rental buildings (apartments);
- Home-based businesses;
- Structures not facing the public right-of-way;
- Banks;
- Churches and other religious institutions;
- Government-owned buildings;
- Interior or exterior improvements not approved by the Planning and Building Agency;
- Improvements without proper, clearly defined, and notarized documentation;
- Trading one type of service/job for another, rather than paying to have the service/job performed (i.e. no “bartering”); and
- Properties not located within the Qualified Census Tract (QCT) map (Page 25).

CAPACITY

Property owners must be of legal age and must have the capacity to enter into binding contracts.

PROPERTY ELIGIBILITY REQUIREMENTS

ELIGIBLE COMMERCIAL PROPERTIES

To be eligible for CP-CAP assistance, the property to be rehabilitated must be located in Santa Ana city limits and meet the following requirements:

- Areas located in the QCT map (page 25);
- Commercial building must be dilapidated or blighted;
- Storefront must be visible from the street; and
- Located on a major corridor.



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Commercial Property Compliance Assistance Program

MINIMUM PROPERTY REHABILITATION STANDARDS

All work performed under the provisions of this Program shall meet all applicable standards contained in the City's adopted zoning ordinance, local building, and safety codes. The City's Municipal and Zoning Ordinance can be viewed on the City's website at www.santa-ana.org.

ELIGIBLE PROPERTY IMPROVEMENTS

The City has determined that the CP-CAP assistance may only be used for exterior rehabilitation items. Eligible improvements include those that improve the exterior aesthetic appearance of a building storefront of a commercial enterprise and are visible from the street. Such exterior improvements may include, but are not limited to:

- Restorations of building materials and architectural features
- Signage
- Awnings
- Steam cleaning / Power washing
- Fencing
- Doors
- Parking lot resurfacing
- Lighting
- Paint
- Anti-graffiti measures
- Landscaping and irrigation
- Decorative improvements
- Aesthetic improvements
- Property Management Contact Information signage

The city has a Graffiti Taskforce that responds immediately to remove graffiti. Please call GTF at (877) STOP-TAG or (877) 786-7824. Graffiti incidents can also be reported online at Santa-ana.org/report-issue or through our MySantaAna app.



City of Santa Ana Planning and Building Agency

Commercial Property Compliance Assistance Program

The following improvements are ineligible under this program:

- Any improvements not visible from the public right-of-way or publicly owned space
- Nonvisible mechanical equipment screening
- Interior improvements/remodeling
- Temporary, portable, or non-permanent improvements
- New construction
- Business operations-related costs
- Property acquisition, debt refinancing, expansion of building area, or conversion of building use
- Normal maintenance and repair
- HVAC repair/improvements
- Plumbing repairs/improvements

DESIGN RESTRICTIONS

Only improvements made to the street-facing portion of the building are eligible. Improvements are not eligible if they are simply the maintenance of the current façade. CP-CAP assistance can also be used for Building and Health Code violations as identified by the City. Additionally, to participate in CP-CAP, grants can also be used for property signage rehabilitation to insure conformance with all applicable zoning and municipal code requirements of the City.

PROGRAM BENEFITS

- Maximum reimbursement for physical improvements is \$50,000.
- Reimbursements will be awarded in one payment. Applicant(s) must receive a passing final inspection to receive a Notice of Completion from the City's Building and Safety Division.
- The award will be granted within two to four weeks after the date provided in the Notice of Completion.
- Funding will be available until the funds from the American Rescue Plan – Revive Santa Ana initiative are depleted or replaced.

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PROGRAM PROCEDURES

APPLICANT INTAKE AND ELIGIBILITY DETERMINATION

APPLICATION

Property owners may apply for program assistance by completing application forms available online at <http://www.santa-ana.org/> and submitting such materials to the Planning and Building Agency. Each application must be completed in its entirety, signed, and submitted with all required documents listed within the application, including a deed or signed proof of ownership. Applications will be reviewed in the order in which they are received.

PROPERTY MAINTENANCE AGREEMENT

Applicants must sign and submit the *Commercial Property Compliance Assistance Program Property Maintenance Agreement* (Page 27) in the draft form appearing as Exhibit A, or substantially similar thereto, which states that the improvements shall be maintained in conformance with the standards generally applicable to comparable retail/commercial businesses located within the City for a term of five (5) years or the date the applicant no longer exercises custody and control over the property, whichever comes first.

PROPERTY MANAGEMENT CONTACT INFORMATION SIGNAGE

Applicants who include a Property Management Contact Information sign as part of their property improvement proposal must include the following information:

- Name of property manager
- Name of property management company (if applicable)
- Phone number
- Contact information

The property shall be posted with the name and 24-hour contact phone number of the local property management company. The posting shall be no less than eighteen (18) inches x twenty-four (24) inches, shall be a font that is legible from a distance of forty-five (45) feet, and shall contain the following verbiage: "THIS PROPERTY MANAGED BY: _____", and "TO REPORT PROBLEMS OR CONCERNS CALL (name and phone number)"

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Design for the property management contact information sign must be submitted to the Planning and Building Agency for review along with application materials. A sample is provided for reference.



1 Sample Property Management Contact Information Sign

VERIFICATION AND ELIGIBILITY

The City shall verify all information as necessary. All complete applications will be date stamped when received and processed in that order. Applications will be subject to review by Planning and Building Agency. Applications will be evaluated based on the program's evaluation rubric. Applicants will be notified in writing regarding their eligibility status. Incomplete applications will not be processed until all requested information is submitted.



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REHABILITATION FEASIBILITY DETERMINATION

Once an applicant has been determined to meet eligibility requirements, an initial inspection of the property will be made by the City to determine the extent of any code violations as well as any health and safety issues that need to be corrected pursuant to the provisions of this assistance program.

PRE-APPROVAL AND NOTIFICATIONS.

Applicants will be provided with written notification of pre-approval or denial. Reason(s) for the project denial will be provided to the applicant in writing. Within the pre-approval notice, applicants will be required to submit one (1) additional physical copy and one (1) electronic copy of the application and subsequent materials as provided in the pre-approved application.

APPROVAL AND NOTIFICATIONS

Applicants will be provided with written notification of approval. Within the approval notice, applicants will receive their date of completion requirement. Completion of approved projects must be within one hundred (100) calendar days of the date provided on the approval notice. Failure to complete the project within the one hundred (100) days may result in forfeiture of the grant. Both copies are due within fourteen (14) calendar days of the date provided on the pre-approval notice. Failure to provide requested pre-approval materials may result in forfeiture of the award and provided to the next eligible applicant.

APPLICANT RESPONSIBILITIES

PROPERTY MAINTENANCE

The property owner(s) is/are responsible for property maintenance during the rehabilitation work (the contractor is responsible for keeping the property clean of all construction material). The property owner(s) is/are responsible for ensuring that the rehabilitation work is not impeded because of their actions or the actions of their tenant(s). The City shall require the contractor and their employees to provide adequate pedestrian and property protection at the construction site.

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Commercial Property Compliance Assistance Program

Applicants must sign and submit the *Commercial Property Compliance Assistance Program Property Maintenance Agreement* (Page 27) in the draft form appearing as Exhibit A, or substantially similar thereto, which states that the improvements shall be maintained in conformance with the standards generally applicable to comparable retail/commercial businesses located within the City for a term of five (5) years or the date the applicant no longer exercises custody and control over the property, whichever comes first.

TAXES

Property tax bills for the subject property must be current. The property owner(s) is/are responsible for ensuring that the property taxes are current. The City will verify that the property taxes for the property are current. If the property tax statement indicates delinquency, at the time of the program application, the City shall not proceed with grant processing until it is supplied with a Certificate of Redemption from the Orange County Tax Assessor's Office or other appropriate documentation of proof of payment.

The City considers these rebates to generally be considered taxable, reportable income. Applicants should procure their own advice and interpretations from their tax representatives before accepting the award.

NOTICE OF COMPLETION

The property owner(s) is/are responsible for scheduling a final job completed inspection with the City's Building and Safety Division. The City will verify that the project received a passing final inspection. After all requirements have been met, the City will issue a Notice of Completion to the property owner(s).

By accepting grant funds, the applicant commits to properly maintain all improvements and to keep storefronts, as well as sides and back of buildings, clean and free of graffiti for a minimum of five (5) years at the Property Owner's expense. Any damage to the façade is to be repaired immediately by the applicant so that the building remains in good condition and positively contributes to the business area.

On an ongoing basis, the applicant is required to touch-up painted areas and perform any other repairs needed to maintain the building's appearance including the annual cleaning of awnings (if applicable) at the Property Owner's expense.

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REIMBURSEMENT PROCESS

- Upon approval, the City of Santa Ana will enter into an agreement with the applicant.
- Applicants are responsible for obtaining all necessary permits (including building permits) and authorities from the City.
- Staff will inspect the project to ensure compliance with the grant.
- Work must be completed within one hundred (100) calendar days of the date stated on the approval notification. If the work is not completed within the one hundred (100) calendar days, the funds may be forfeited and provided to the next eligible applicant.
- All work must comply with approved plans as defined in the approved application.
- Reimbursement funds will only be disseminated to the applicant.
- Reimbursement funds will be disseminated within two to four weeks after the issuance of a Notice of Completion issued by City staff.

PROJECT REQUIREMENTS

- Each applicant must provide proof of initial investment and commitment to make property improvements. Applicants are required to match 100% of the funds as requested in their application. The objective of the investment requirement is to incentive, maximize, and complement additional property improvements. For example:
 - A property provides documentation indicating that they have already invested \$20,000 into the improvements as listed on their application. The property is then eligible for \$20,000 in grant awards from CP-CAP. The overall investment totals \$40,000.
- Applicable license(s) must be current with the City of Santa Ana and the State of California.
- Applications must be completed and submitted with all supporting documents. All projects submitted must be approved by the Planning and Building Agency before monies are dispersed.
- Candidates must demonstrate significant revenue loss as a result of the COVID-19 pandemic.
- All improvements must follow City design guidelines. Additionally, any non-conforming improvements must be removed, if physically feasible. Improvements on registered historic buildings may require approval from the Historic Resources Commission.
- Façade program covers the first two stories of the building. Exterior historic architectural features above this level will be accepted on a case-by-case basis.
- Evidence of planning and/or building permits will be required for *all* applicable improvements.
- Applicants must submit approved plans and elevations with the application.



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- All project improvements shall comply with City codes, ordinances, and Central Business District Regulations (C-3).
- If occupied, all tenants must have a Certificate of Occupancy before being allowed to participate in the program.
- All project costs must be paid by check and include invoices.
- Contractors must be licensed in the City of Santa Ana and through the California Contractors State License Board.
- Contractor(s) and subcontractor(s) must comply with all laws and regulations pertaining to Prevailing Wage.
- Suitable landscaping shall be used to aid in the preservation of community-scale and character. All contracts and agreements associated with the approved project must be notarized.

APPLICATION APPROVAL PROCESS

- Staff members from the Planning and Building Agency Staff shall review completed applications for approval.
- Reimbursements will be allotted on a first-come-first-serve basis.
- Properties with outstanding corrective notices dated after City Council approval of the CP-CAP program will receive preferences.
- Applicant(s) will receive written notice of approval, including any modifications, or denial of projects within two to four weeks of the application submittal.
- Applicant(s) must provide voided checks and invoices demonstrating costs incurred for the enhancements as specified within the application.

DISPLAY OF REIMBURSEMENT PROGRAM SIGN

Applicant *may be* required to display a CP-CAP Program sign, from the date of enhancement approval until the date of Notice of completion.



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ACCOMPLISHMENT OF WORK

- The applicant agrees to all improvements specified in the application and the Planning and Building Agency's recommendations and/or stipulations that work will conform to City standards. Under certain submittals, applicant plans may be subject to a "Site Plan review" by the Planning and Building Agency.
- Applicant shall carry out the design, construction, and operation of the project in substantial conformity with all applicable laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the State of California, the County of Orange, the City of Santa Ana, or any other political subdivision in which the property is located, the Applicant or the property, including all applicable federal, state, and local occupation, safety, and health laws, rules, regulations and standards, applicable state and labor standards, prevailing wage requirements, the City zoning and development standards, City permits and approvals, building, plumbing, mechanical and electrical codes, as they apply to Property and the Project, and all other provisions of the City and its Municipal Code (as they apply to the Property and the Project), and all applicable disabled and handicapped access requirements, including, without limitation of the Americans with Disability Act, 42 U.S.C. §12101 *et seq.*, Government Code §4450 *et seq.*, and the Unruh Civil Rights Act, Civil Code §51 *et seq.*
Supporting documentation may include an architectural rendering (depending upon the extent of the proposed improvements), landscape and irrigation plans, sign plans, plant chips (in compliance with the designated color pallet) and types of materials to be used, and color schemes (see designated color pallet).
- All agreed-upon improvements must be completed within one hundred (100) calendar days of the post-marked application approval notification. If the improvement has not been completed by the deadline, the file may be closed, and the applicant may have to reapply for the program with solid substantiation as to why they were unable to meet the deadline.
- Upon completion of all agreed-upon improvements, the applicant MUST submit copies of canceled checks (both sides), paid invoices/receipts, permit copies, proper prevailing wage documentation, and a description of completed work and costs involved.



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INSPECTION OF PROJECT

- Before, during, and after improvements are being made, the City of Santa Ana staff shall have the right to inspect all exterior work. No reimbursement check shall be issued until all improvements have been completed to the satisfaction of the inspectors, and the appropriate documentation has been received, reviewed, and processed accordingly.

MISCELLANEOUS PROGRAMMATIC REQUIREMENTS

FIRE AND FLOOD INSURANCE REQUIREMENTS

Applicants are obligated to carry sufficient fire insurance coverage on the subject property to be rehabilitated under the provisions of this program. Prior to any grant assistance, minimum fire insurance coverage shall be provided in an amount that is equivalent to the value of the subject building or structure including the proposed rehabilitation improvements. Uninsured applicants must obtain coverage in the required amount prior to receiving grant assistance. Applicants in a "Flood Hazard Area" will be required to purchase flood hazard insurance.

CITY OF SANTA ANA BUSINESS LICENSE

Applicants must have a current City of Santa Ana Business License to be eligible to apply for funding. To apply for a Business License or obtain more information, you may visit the Business License Division service counter in City Hall, Monday – Thursday from 7:00 a.m. to 5:00 p.m. and alternate Fridays from 7:00 a.m. to noon.

AMENDMENTS

Amendments to these guidelines may be made from time to time by the City. The vested authority shall be granted to the City Manager or their designee to grant a minor waiver or make minor amendments to these guidelines, with the exception of Federal regulations. All major amendments to these guidelines shall be approved by the City Council.

Applicant name:
(please print)

Date:

Signature

DISCLAIMER: The submittal of information herein does not guarantee any award of funding from the City of Santa Ana or constitute a financial commitment thereof. Grant funds are subject to applicable federal and local funding limitations and the City of Santa Ana's verification of various eligibility requirements.

City of Santa Ana Planning and Building Agency

Commercial Property Compliance Assistance Program Application

CHECKLIST

Complete this checklist to ensure all required documents are included. Incomplete applications will not be considered.

<input type="checkbox"/>	Complete Commercial Property Compliance Assistance Program (CP-CAP) Application	
<input type="checkbox"/>	Organizational Documentation (Articles of Incorporation, LLC Operating Agreement, etc.)	
<input type="checkbox"/>	Personal Background Exhibits	
<input type="checkbox"/>	Owner's Signature on application	
<input type="checkbox"/>	List of all Tenants and Businesses in the Building	
<input type="checkbox"/>	Copy of Applicants City Business License	<input type="checkbox"/> Check here if not applicable
<input type="checkbox"/>	Statement of Project Description A written statement of what the improvement project will involve. Provide as much detail as possible, including what you are changing or replacing, type of new materials to be used, color, location on façade, etc.	
<input type="checkbox"/>	Photographs of Existing Façade Submit several photos of your building in its current condition. If necessary, also take several photos of buildings in the area to demonstrate that your proposed improvements will maintain the character of the area. Be sure to label each photo and indicate what improvements you are proposing to make in each image. Photos must be submitted electronically in JPEG format.	

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<input type="checkbox"/>	Drawings of Proposed Improvements Include a concept drawing of what the site will look like after work is completed. For larger projects involving a major scope of work this will include copies of your renovation plan containing elevations and site plans. For smaller projects, a simple sketch may be appropriate at the City's discretion. In addition to a conceptual drawing include product sample sheets of design elements such as windows, doors, lighting, canopies, etc. showing colors, size, type of material, etc.
<input type="checkbox"/>	Detailed Cost Estimates Estimates should include all details for the approved scope of work.
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Owner's Signature on application

Submit all completed applications with all required attachments to the Planning and Building Agency or PlanetBids



Commercial Property Compliance Assistance Program Application

Applicant Name:	Contact Person:
-----------------	-----------------

Property address: _____

Mailing Address: _____

Phone: _____ Email: _____

EIN #/	
SSN #/	Business
ITIN #	License #:

Please check one:

Proprietorship	Partnership	Corporation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Has property received, been awarded, or applied for any other COVID-19 pandemic relief funds from any agency(ies)

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

Type of Property: _____
Name of Business: _____



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Contractor Information

Name of Business:	Contractor's Representative Name:	
Address:	Phone:	
City:	State:	Zip:
Email:		
Type of Business:		
Tax ID#:		
California State Contractor's License#:		
City of Santa Ana Business License#		
Contractor's Signature – Improvements Approved		

Outstanding Violations (if applicable)

Citation:	Date of Citation:
Citation:	Date of Citation:
Citation:	Date of Citation:
Citation:	Date of Citation:
Citation:	Date of Citation:

If additional space is needed, please attach a separate complete list of all citations and dates of citations.



City of Santa Ana
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Commercial Property Compliance Assistance Program Application

Estimated Costs

Category	Estimated Costs/Bids
1. Restorations of Building Materials	
2. Architectural Features	
3. Signage	
4. Awnings	
5. Steam Cleaning / Power washing	
6. Fencing	
7. Doors	
8. Parking Lot Resurfacing	
9. Lighting	
10. Paint	
11. Anti-Graffiti Measures	
12. Landscaping	
13. Irrigation	
14. Decorative Improvements	
15. Aesthetic Improvements	
16. Other (Attach a separate complete list of all proposed improvements and breakdown of costs	
Estimated date of completion	
Total Estimated Costs	\$



Commercial Property Compliance Assistance Program Application

[illegible]



City of Santa Ana Planning and Building Agency

Commercial Property Compliance Assistance Program Application

GENERAL CONDITIONS

- The applicant is solely responsible for all safety conditions and compliance with all municipal, county, state, and federal safety regulations, building codes, ordinances, labor and wage laws, and other applicable regulations.
- Voided checks and invoices must be provided for work completed prior to reimbursement approval. The applicant will not seek to hold the City of Santa Ana and/or its agents, employees, officers, and/or directors liable for any property damage, personal injury, or other loss relating in any way to the Commercial Property Compliance Assistance Program.
- The applicant agrees to maintain the property and improvements for a minimum of five (5) years.
- The applicant authorizes the City of Santa Ana to promote an approved project, including but not limited to displaying a sign at the site, during and after construction, and using photographs and descriptions of the project in the city of Santa Ana materials and press releases.
- The applicant understands the City of Santa Ana reserves the right to make changes in conditions of the Commercial Property Compliance Assistance Program as warranted.
- If at any time you wish to withdraw your application, you must notify the City of Santa Ana Planning and Building Agency Director in writing at 20 Civic Center Plaza, Santa Ana, CA, 92701, as soon as possible.



City of Santa Ana
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Commercial Property Compliance Assistance Program Application

Application Certification

Please read the statements below and certify that you understand:

<input type="checkbox"/>	I/We certify that the building owner is the owner of the property.
<input type="checkbox"/>	I/We have attached a copy of all current leases.
<input type="checkbox"/>	I/We have attached relevant photos of the building façade(s) to be included in this program.
<input type="checkbox"/>	<p>I/We have reviewed the program overview and guidelines, have familiarity with the responsibilities of each party, and understand that:</p> <ul style="list-style-type: none">• The Property Compliance Assistance Program is paid to the applicant as reimbursement of paid invoices.• All services to be performed by contractors shall be subject of agreement between the applicant and contractor(s).• The Agency shall not assume any liability for such agreements, except as specifically authorized by the program.
<input type="checkbox"/>	I/We understand that If awarded no portion of the grant funds will be used for any purposes other than those listed above.
<input type="checkbox"/>	I/We have read and understand the City of Santa Ana program guidelines, accept the qualifications and conditions and through signature(s) below, certify that I/We are qualified and will abide by such conditions set forth in this application and for all reasonable conditions which may be issued by the City of Santa Ana in the implementation of this program. I/We understand that this is a voluntary program, under which the City of Santa Ana has the right to approve or deny any project or proposal or portions thereof.
<input type="checkbox"/>	I/We have attached a completed Property Maintenance Agreement
Applicant(s) Signature:	Applicant(s) Signature:
Date:	Date

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City of Santa Ana Planning and Building Agency

Commercial Property Compliance Assistance Program Evaluation Rubric

Applicants to the Commercial Property Compliance Assistance Program will be evaluated by the Planning and Building Agency Director and staff using this evaluation system. In addition to the evaluation rubric, applicants must meet all other program requirements outlined in the Property Compliance Assistance Program Guidelines to be considered for funding.

Applicant: _____

Number: _____

Address: _____

Rater Name: _____

Date: _____

Visibility: Certain buildings and businesses are important to the Ward's character because of their location, size, and/or architectural detail	Yes	No
The building is highly susceptible to blight		
Key, highly visible elements of the building will be improved		
The building is highly visible due to its location (prominent intersection, larger than surrounding properties, etc.)		
Improvements will significantly impact revitalization efforts in downtown		

City of Santa Ana Planning and Building Agency

Commercial Property Compliance Assistance Program Evaluation Rubric

Design: Some changes may benefit a property's aesthetics significantly.	Yes	No
The plan is consistent with Santa Ana's commercial design guidelines and development standards		
Proposed improvements will enhance the aesthetics of the building and surrounding the Central Business District		
The proposed work complements neighboring property.		
A professional designer contributed to the plan		
Historic characteristics are enhanced and/or restored		
Sustainability/Permanence: Some improvements have a greater, lasting value than others and will remain relevant to the property over time. Priority will be given to projects with significant permanence.	Yes	No
Improvements are more than temporary cosmetic touches. Improvements have lasting value and will enhance the integrity of the property		
Project includes a maintenance plan for the improvements		
Applicant owns the building and plans to invest in additional projects		
Community Contributions: Businesses that focus on the community as a whole build a better place for people to live, visit, work, and play. Priority will be given to businesses that actively give to the community.	Yes	No
Applicant keeps area around the business clean and free of debris on a consistent basis.		
Applicant participates in Ward organizations and events that promote the community.		
Applicant actively promotes the community and their business.		
Bonus:	Yes	No
The Applicant has an outstanding corrective notice dating after June 21, 2022 will be given priority.		



City of Santa Ana
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Commercial Property Compliance Assistance Program Scoring Criteria

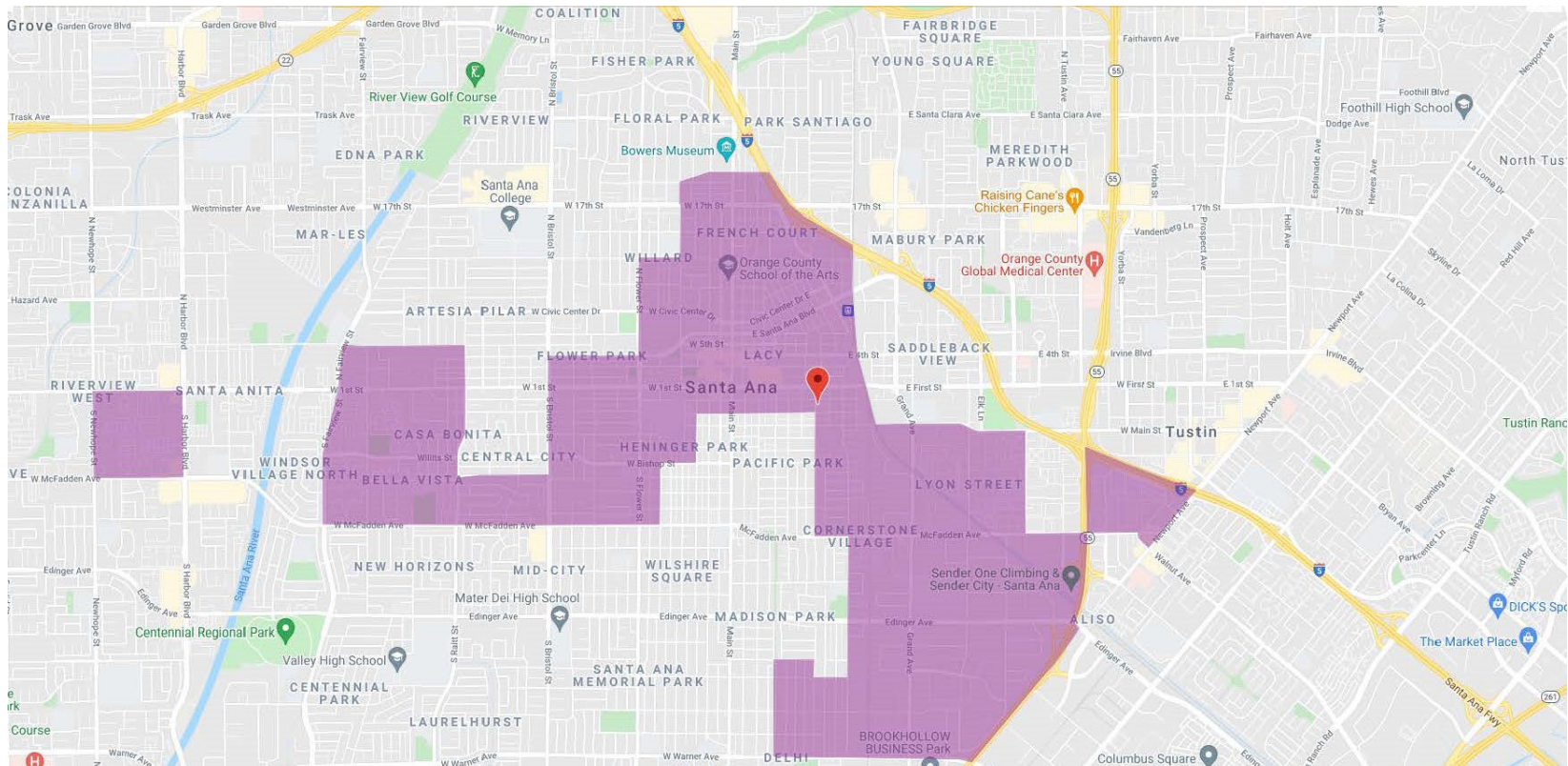
Comments:

Rater Signature:



City of Santa Ana Planning and Building Agency

COMMERCIAL PROPERTY COMPLIANCE ASSISTANCE PROGRAM QUALIFIED CENSUS TRACT



The Secretary of the U.S. Department of Housing and Urban Development (HUD) determined the designation of Qualified Census Tracts (QCT)s. QCTs are areas having either 50% or more household incomes less than 60% of the area median gross income, or a poverty rate of at least 25%. The City of Santa Ana has fifteen (15) QCTs located in wards 1, 2, 3, 5, and 6.

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City of Santa Ana
Planning and Building Agency

CP-CAP PROPERTY MAINTENANCE SAMPLE AGREEMENT

**CITY OF SANTA ANA
COMMERCIAL PROPERTY COMPLIANCE ASSISTANCE PROGRAM
PROPERTY MAINTENANCE AGREEMENT**

This **PROPERTY MAINTENANCE AGREEMENT** (“Agreement”) is effective upon the date of completion of improvements (“Effective Date”) described below that have been undertaken in accordance with the City’s Commercial Property Compliance Assistance Program (“Program”). This Agreement is entered into by and between the City of Santa Ana (“City”) and [name of property owner] (“Owner”).

RECITALS

WHEREAS, Owner made an application under the Program with respect to the improvements described herein at the real property located at [site address] in Santa Ana, CA, which is more particularly described in the legal description attached hereto as **Attachment “A”** and incorporated herein (“Property”); and

WHEREAS, City approved Owner’s Program application on [insert date]; and

WHEREAS, under the Program, Owner has made the following Improvements to the Property for which Owner has received financial assistance from City: [describe improvements here] (“Improvements”); and

WHEREAS, pursuant to the Program’s terms and conditions, Owner is required to enter into this Agreement to ensure the proper compliance with approval conditions, operational restrictions, maintenance, and upkeep of the Improvements.

The Parties therefore agree as follows:

Section 1. **RECITALS.** The Recitals above are true and correct and incorporated into the body of this Agreement by this reference.

Section 2. **COMPLIANCE WITH APPROVED DEVELOPMENT PLANS AND CITY CONDITIONS.** This Agreement fulfills the requirements set forth in the Program application. The Improvements shall substantially conform with all approved development plans and city conditions, as applicable.

Section 3. **MAINTENANCE AND REPAIR OF IMPROVEMENTS.**

A. **Ongoing Operational/ Maintenance Conditions.** In exchange for participation in the Program, Owner hereby agrees to maintain and repair the Improvements as follows:

1. The Improvements shall be maintained in conformance with the standards generally applicable to comparable retail/commercial businesses located within the City. The Improvements shall comply with operational conditions of the Santa Ana Municipal Code (SAMC) applicable during any period(s) of construction or major repair (e.g., proper screening and securing of the construction site; implementation of proper erosion control, dust control and noise mitigation measure; adherence to approved project phasing etc.).

2. The Improvements shall be in ongoing compliance with the approved design and construction parameters, signage parameters, and restrictions, as well as landscape designs, as applicable.
3. Ongoing maintenance, repair and upkeep of the Improvements shall be provided by the Owner (including but not limited to controls on the proliferation of trash and debris about the Property; the proper and timely removal of graffiti; the timely maintenance, repair and upkeep of damaged, vandalized and/or weathered buildings, structures and/or improvements; the timely maintenance, repair and upkeep of exterior paint, parking striping, pedestrian pathways/open space areas, lighting and irrigation fixtures, walls and fencing, landscaping and related landscape improvements, and the like, as applicable).

B. City Right to Conduct Maintenance and Repairs. Owner hereby confers upon the City the right but not the obligation to conduct maintenance and repairs on the Improvements as required in Section 3. Such powers are conferred by Owner on the City for the benefit of the City to provide for the health, safety and welfare of all persons who use the Improvements or any portion thereof and other persons who reside in the vicinity of the Improvements and the entire City.

C. City Right to Enforce. The right and power of the City to enforce the maintenance obligations of Owner herein shall not be deemed to arise by virtue of this Section 3 alone. Any provision of this Agreement to the contrary notwithstanding, the City may, by public nuisance abatement proceeding, and/or by the initiation of an action at law or in equity, notwithstanding this Section 3, enforce the law as relates to the abatement or elimination of a public nuisance regarding the Improvements or enforce any provision or conditions of approval of a building or development permit issued for the Improvements by the City. It shall be presumed that the City is proceeding under the general municipal policy powers reserved to the City under this Section 3(C) if the City issues a written notice of "Maintenance Deficiency" as this term is defined in Section 3(D) of this Agreement.

D. Notice of Maintenance Deficiencies. Upon any failure by Owner to perform any of the maintenance and repair obligations referenced in Section 3(A) (such failure hereinafter referred to as a "Maintenance Deficiency"), the City shall issue written notice of such Maintenance Deficiency to Owner.

E. Maintenance Deficiencies. Owner shall comply with any issuance of a Notice of Maintenance Deficiency within the timeframe specified by the Code Enforcement Division to cure the Maintenance Deficiency identified in such Notice. Within the timeframe specified by the Code Enforcement Division in the notice of a Maintenance Deficiency, Owner may submit a written request to the City seeking additional time to cure the Maintenance Deficiency. Each such written request for additional time shall describe and specify in detail: (i) which tasks require additional time to complete the cure of the Maintenance Deficiency and the reason why such additional time is needed under the circumstances; and (ii) what steps Owner have already taken to commence the cure of the Maintenance Deficiency. The City, in its reasonable discretion, may grant, conditionally grant or deny any written request for additional time as determined by the Code Enforcement Manager. The City shall be under no obligation to consider untimely submitted time extension requests or requests which fail to provide any of the information required above.

F. Removal of Graffiti. Owner hereby further covenants and agrees to keep the exterior surfaces of the Improvements located on the Property free and clear of graffiti. Graffiti shall be

removed within twenty-four (24) hours following the time of its application. A failure by Owner to remove graffiti within twenty-four (24) hours following its application on any structure, fixture or other improvement located on the Property shall be deemed to be a Maintenance Deficiency for which no further notice under Section 3(D) needs to be given by the City.

G. City May Cure Maintenance Deficiency.

1. In the event Owner fails to cure a Maintenance Deficiency within the time allowed, the City may enter upon or otherwise access the Property for the purpose of curing the Maintenance Deficiency without further notice to Owner.
2. The foregoing notwithstanding, the City, without notice to Owner, shall have the right to enter the Property and remove graffiti, solid waste, trash, or other debris under the following two circumstances: (i) a failure by Owner to remove graffiti within twenty-four (24) hours following its application on the Improvements; or (ii) a failure by Owner to remove the accumulation of solid waste, trash, or other debris immediately adjacent to the Improvements that is visible for a duration of twenty-four (24) hours from an adjacent or contiguous public right-of-way or from a designated fire lane on the Property.

H. City's Lien Authority. Any sums expended by the City in enforcing, maintaining, repairing or replacing, or curing any element of the Improvements as authorized in Section 3 for which a Maintenance Deficiency has been declared by the City to exist, shall become a lien on the Property subject to enforcement by the City under applicable law.

I. Enforcement of Liens by City. The rights conferred upon the City by Owner under Section 3 of this Agreement expressly include the power to establish and enforce a lien or other encumbrances against the Property or any portion thereof, subject to all then existing other liens and encumbrances on the Property, in an amount reasonably necessary to reimburse the City for its reasonable costs of the necessary and reasonable costs incurred by the City under Section 3(G) to restore the Improvements to the maintenance standard required under this Section 3, including reasonable attorney's fees and costs of the prevailing party associated with the correction of the Maintenance Deficiency in connection with such action.

J. No approval by Owner shall be necessary for the City to establish and foreclose a lien for non-payment of amounts expended by the City to cure a Maintenance Deficiency under Section 3 of this Agreement. No failure by the City to enforce any default pertaining to the maintenance, repair or replacement of any element of the Improvements under Section 3 shall be deemed to be a waiver of the right or power of the City to enforce any subsequent default thereof by Owner.

Section 4. TERM OF AGREEMENT. This agreement shall remain in effect for a period of 5 years from the Effective Date or the date the Property is no longer owned by Owner, whichever is earlier. This Agreement may otherwise be terminated upon the mutual agreement by the Parties.

Section 5. INTEGRATION. This Agreement contains the entire understanding between the Parties relating to the transaction contemplated by this Agreement, except as otherwise provided. All prior contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. This Agreement constitutes the entire understanding and agreement of the Parties on the subject

matter herein, notwithstanding any previous negotiations or agreements between the Parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

Section 6. **SEVERABILITY.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Section 7. **AMENDMENT.** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties.

Section 8. **NOTICES.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

OWNER:

[Name and Address of Owner]

Attn:

CITY:

City of Santa Ana
Planning and Building Agency, M-20
PO Box 1988
Santa Ana, CA 92702
(714) 647-5804
PlanningDepartment@santa-ana.org

Section 9. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be of equal force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as evidenced by the signatures of the authorized officers of each of them.

CITY

City of Santa Ana

By: _____
City Manager

By: _____
Clerk of the Council

OWNER

By: _____

Name: _____

Title: _____



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