

DOWNTOWN REDEVELOPMENT AUTHORITY
CITY OF HOUSTON TAX INCREMENT REINVESTMENT ZONE #3

HISTORIC BUILDING EXTERIOR PRESERVATION AND
RESTORATION PROGRAM

APPLICATION

Submit one copy of this form to:

Ryan Leach
Executive Director
rleach@downtowntirz.com

Date: _____

Applicant Name: _____

Contact Name: _____

Title: _____

Address: _____

Day Phone: _____

Evening/Cell Phone: _____

Fax: _____

Email: _____

Name and Address of Owner of Building (if applicant is lessee):

1. Applicant is: Owner _____ Lessee _____ Corporation _____ Partnership _____

a. Term of lease and expiration date _____

2. Has Applicant ever received funds from DRA-TIRZ #3?

a. Yes _____ No _____

b. If yes, list project name and completion date.

3. Name of building: _____

4. Physical Address of building: _____

5. HCAD Account No.: _____

6. Date of original construction of building: _____

7. Describe the historical significance of the building.

If necessary, attach additional sheets.

8. Current use of building: _____

9. Anticipated use of building after restoration (if different from current use):

- Please attach a detailed description of the proposed restoration/preservation project as well as copies of plans and specifications, photographs and renderings of the finished project; **Exhibit A.**

- Please attach an itemized list of how the funds will be allocated throughout the project; **Exhibit B.**

- Describe the impact of the project on the Downtown area below.

- Please attach a completed pro forma; **Exhibit C.**

- Please attach any documents reflecting the total rehabilitation costs; **Exhibit D.**

10. Amount of funds requested from DRA-TIRZ #3: _____

11. If the total cost is greater than the amount of assistance requested or approved, how will the difference be financed? _____

12. Projected time for completion of project?

a. Projected Start Date: _____

b. Projected End Date: _____

- Attach copies of current financial statements of applicant (and owner, if applicant is lessee); **Exhibit E.**

13. Have you applied for and/or received any of the following for the building:

- National Register of Historic Places designation
- Texas Historic Landmark designation
- City of Houston historic landmark designation
- Other historic designation, please list:

- If any of the above has been received, please provide proof of the designation; **Exhibit F**.

14. Has an application for any of the above designations been denied?

- a. Yes _____ No _____

15. Is the building located within the Downtown Historic District?

- a. Yes _____ No _____

16. Have you applied for a Certificate of Appropriateness from the Houston Archeological and Historical Commission for the project?

- a. Yes _____ No _____

17. Status of Certificate of Appropriateness:

Approved _____ Pending _____ Denied _____

18. Does the building or land currently have any tax exemptions or abatements?

- a. Yes _____ No _____

b. If yes, what type; _____

c. Granted by what agency; _____

d. Duration of exemption and/or abatement; _____

e. Please provide copies of Document

19. Are any delinquent taxes (City, County, School District, sales, etc.) owed by the applicant or the owner?

- a. Yes _____ No _____

b. If yes, please explain _____

20. Are there any pending lawsuits or judgments against applicant (and/or owner, if applicant is lessee)?

a. Yes _____ No _____

b. If yes, please explain _____

21. Are there any liens on subject property?

a. Yes _____ No _____

b. If yes, please explain _____

22. Names of Professional Consultants:

Architect:

Engineer:

Landscape Architect:

Attorney:

Others:

23. Amount (Percentage) of MWDBE participation in entire Project:

INSURANCE - The Applicant will maintain insurance coverage during the term of an Agreement with the Authority as provided in **Schedule A** attached hereto.

OPEN RECORDS LAWS - This applicant is subject to the Texas Open Records Act. The Authority will protect the confidentiality of the information contained herein to the extent permitted by law.

Applicant acknowledges that it has received a copy of the DRA-TIRZ #3 Historic Exterior Preservation and Restoration Program Guidelines and agrees to accept the terms listed. Applicant understands that failure to adhere may result in forfeit of grant.

Signature of Applicant

Date

DOWNTOWN REDEVELOPMENT AUTHORITY

Date Received: _____

Schedule A

INSURANCE

The Applicant shall obtain and maintain insurance coverage continuously during the term of an Agreement, and the Authority shall cause each of its subcontractors to maintain insurance coverage during the term of an agreement in accordance with the terms of this schedule through any combination of primary and excess coverage and, in the case of “claims made” coverage, for an additional two years thereafter.

- A. Risks and Limits of Liability. The insurance required by this schedule shall insure against the following risks in at least the following amounts:

Coverage	Limit of Liability
Workers' Compensation	Statutory
Employer's Liability	Bodily injury by Accident \$100,000 (each accident) Bodily injury by Disease \$500,000 (policy limit) Bodily injury by Disease \$100,000 (each employee)
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations (for a period of one year after completion of work)	Bodily Injury and Property Damage, Combined Limits of \$500,000 each Occurrence and \$1,000,000 Aggregate
Automobile Liability Insurance (for vehicles used in performing under this Agreement, including Employer's Non-Ownership and Hired Auto Coverage)	\$500,000 Combined Single Limit per Occurrence
Professional Liability Coverage (for professional service contract only)	\$500,000 per claim \$1,000,000 aggregate

- B. Forms of Policies. The Authority may approve the form of the insurance policies, but nothing the Authority does or fails to do relieves the Applicant of its obligation to provide the required coverage under this Agreement.
- C. Issuers of Policies. The issuer of each policy shall have a certificate of authority to transact insurance business in the Texas or a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property- Casualty United States.
- D. Insured Parties. Each policy, except those for Workers' Compensation, Employer's Liability, and Professional Liability, must name the Zone, Authority, District, the City, Central Houston, Inc. (“CHI”) and Central Houston Civic Improvement (“CHCI”) (and its officers, agents and employees) as additional insured parties on the original policy and all renewals or replacements.

- E. Deductibles. The Applicant shall be responsible for and bear (or shall contract with each applicable contractor to bear and assume) any claims or losses to the extent of any deductible amounts and waives (and shall contract with each contractor to waive) any claim it may have for the same against the City and the Authority, its officers, agents, or employees.
- F. Cancellation. Each policy must state that it may not be canceled, materially modified, or non-renewed unless the insurance company gives the Authority and the Planning Director of the City 30 days' advance written notice. The Applicant shall (and shall contract with each subcontractor to) give written notice to the Authority and the Planning Director within five days of the date on which total claims by any party against such person reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- G. Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, the Authority, their officers, agents, or employees.
- H. Primary Insurance Endorsement. Each policy, except Workers' Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to an other insurance available to the additional insured with respect to claims arising under this Agreement.
- I. Liability for Premium. The Applicant shall pay, (or shall contract with subcontractors to pay) all insurance premiums for coverage required by this schedule, and the City and the Authority shall not be obligated to pay any premiums.
- J. Subcontractors. Notwithstanding the other provisions of the schedule, the amount of coverage contracted to be provided by subcontractors shall be commensurate with the amount of the subcontract, but in no case less than \$100,000 per occurrence. The Applicant shall provide (or shall contract with subcontractors to provide) copies of insurance certificates to the Planning Director and the Authority.
- K. Proof of Insurance. Promptly after the execution of this Agreement and from time to time during the term of this Agreement at the request of the Planning Director or the Authority, the Applicant shall furnish the Planning Director and the Authority with certificates of insurance maintained by the Applicant in accordance with this schedule along with an affidavit from the Applicant confirming that the certificates accurately reflect the insurance coverage maintained. If requested in writing by the Planning Director or the Authority, the Applicant shall furnish the City or the Authority with certified copies of the Applicant's actual insurance policies. Failure of the Applicant to comply with the requirements of this schedule shall constitute an event of default and the Authority, at its sole discretion, may (1) suspend performance by the Authority hereunder and begin procedures to terminate this Agreement for default or (2) purchase the required insurance with Authority funds and, deduct the cost of the premiums from amounts due to the Applicant under this Agreement. The Authority shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.
- L. Other Insurance. If requested by the Authority, the Applicant shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to the Applicant's operations under this.