



# FAIRBURY

## NEBRASKA

### DOWNTOWN REVITALIZATION (DTR) APPLICATION

#### PART I: APPLICANT INFORMATION

Applicant Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Legal Name of Business or Entity\*: \_\_\_\_\_

*\*Name used to register business with the State of Nebraska*

Business Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

#### PART II: PROJECT INFORMATION

Eligible Property Address: \_\_\_\_\_

Total Square Footage: \_\_\_\_\_ Commercial Square Footage: \_\_\_\_\_

Residential Square Footage: \_\_\_\_\_ Other: \_\_\_\_\_

#### PART III: OWNERSHIP INFORMATION

OWN      LEASE

#### IF LEASE

Name of Property Owner: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Beginning Date of Lease: \_\_\_\_\_ Termination Date of Lease: \_\_\_\_\_

*Note: A copy of the applicant's current lease and a letter from the property owner authorizing the application and rehabilitation activities must be submitted with the Application Form.*

#### **PART IV: ELIGIBLE ACTIVITIES**

**Proposed project activities (please mark all that apply):**

- |   |  |
|---|--|
| <input type="checkbox"/> Preparation of Structural Engineering      | <input type="checkbox"/> Preparation of Architectural Plans  |
| <input type="checkbox"/> Preparation of Engineering Specs           | <input type="checkbox"/> Building Code Compliance            |
| <input type="checkbox"/> Remove Nonconforming Items/Materials       | <input type="checkbox"/> Sign/Awning Repair or Replacement   |
| <input type="checkbox"/> Brick/Exterior Repair or Restoration       | <input type="checkbox"/> Window/Door Repair or Replacement   |
| <input type="checkbox"/> Other Façade Improvements (please explain) | <input type="checkbox"/> Other Improvements (please explain) |

**Explanation:** \_\_\_\_\_

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#### **PART V: FINANCIAL**

**Estimated total project cost:** \_\_\_\_\_

**Revitalization Grant Funds\* (up to 75% of Total Project Costs):** \_\_\_\_\_

**Matching Funds provided (at least 25 % of Total Project Costs):** \_\_\_\_\_

\*Revitalization funds provided by the Nebraska Department of Economic Development Community Development Block Grant Program.

**Sources of Matching Funds (please mark all that apply):**

- ☐ Cash on hand in checking, savings, or other
- ☐ Bank loan
- ☐ Private loan or gift
- ☐ Other (please explain)

**Explanation:** \_\_\_\_\_

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**PART VI: AGREEMENT & SIGNATURE****Certification of Assurances**

To the best of my knowledge and belief, as a condition of obtaining assistance through the Fairbury DTR Program, the applicant will, if assistance is approved, comply with all Federal and State requirements and code, including the following:

- A. The Civil Rights Act of 1964 (PL 88-352) and Title VII of the Civil Rights Act of 1968 (PO 90-284);
- B. Housing and Community Development Act of 1974, as amended;
- C. Age Discrimination Act of 1975;
- D. Section 504 of the Rehabilitation Act of 1973;
- E. Davis Bacon Act, as amended (40 U.S.C 276a-276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974 as amended;
- F. Fair Labor Standards Act of 1938, as amended, (29 U.S.C., 102 et, seq);
- G. Preservation of Historical and Archaeological Data Act of 1974 (PL, 93-291);
- H. National Historic Preservation Act of 1966, Section 106 (PL 89-665);
- I. National Environmental Policy Act of 1969;
- J. Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1979, Title II and Title III;
- K. Nebraska Community Development Law, Section 18-2101 to 18-2144, Revised Statutes of Nebraska, 1943.

THE UNDERSIGNED, in applying for financial assistance from the City of Fairbury Downtown Revitalization Program:

- (i) agrees that prior to receiving an award, he or she shall comply with all federal, state, and local laws to the extent that such are applicable;
- (ii) attests that he or she is currently in good standing with the City or will return to good standing before any release of funds; and,
- (iii) acknowledges and agrees to enter into or execute any additional documents required by the City, the Nebraska Department of Economic Development, or the United States Department of Housing and Urban Development.

**ADDRESS:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**PRINTED NAME & TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**Release and Hold Harmless Agreement**

Release executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By (Property Owner) \_\_\_\_\_ and

(Business Owner if applicable) \_\_\_\_\_, of

(Street Address) \_\_\_\_\_, City of Fairbury,

State of Nebraska, referred to as Releaser(s).

- In consideration of being granted monies for restoration, modifications, or other physical changes to property located at the above address, the Releaser(s), understands that they are solely responsible for providing their own contractors, paying their contractors, to assure that those contractors are fully insured and (where required) licensed, and have obtained all necessary permits in accordance with all pertinent regulations.
- The Releaser(s) waives, releases, discharges, and agreed to indemnify the City of Fairbury (or entities under the City's umbrella) for loss or damage, and claims or damages therefore, on account of any work that has been performed in accordance with City or State guidelines.
- Releaser(s) agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska and that if any portion of the agreement is held invalid, it is agreed that the balance, shall; notwithstanding, continue in full legal force and effect
- Releaser(s)'s obligation and duties hereunder shall in no manner be limited or restricted by the maintaining of any insurance coverage related to the above referenced event.
- This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital.

**SIGNATURE OF PROPERTY OWNER** \_\_\_\_\_

**PRINTED NAME & TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_

*If Applicable:*

**SIGNATURE OF BUSINESS OWNER** \_\_\_\_\_

**PRINTED NAME & TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**Attestation of U.S. Citizenship**

For the purpose of complying with Neb. Rev. Stat. §§4-108 through 4-114, I attest as follows:

\_\_\_\_\_ I am a citizen of the United States.

--OR--

\_\_\_\_\_ I am a qualified alien under the Federal Immigration and Nationality Act, my immigration status and alien number are as follows: \_\_\_\_\_, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States.

Printed Name:

\_\_\_\_\_  
First Middle Last

Signature:

\_\_\_\_\_  
Date:  
\_\_\_\_\_

