



UNIQUE · VIBRANT · HISTORIC

## Uptown Façade Improvement Program Application

### Section A: General Information

Property owner:

Address:

Business Name:

Contact Name:

Mailing address:

City/State/Zip:

Email address:

Website:

Daytime phone:

Federal Tax ID:

### Section B: Project Summary

Applicants for the Uptown Façade Improvement Program may apply for up to fifty percent (50%) of the total, verifiable cost to a maximum of \$15,000, pursuant to program guidelines. The funds will be paid to the applicant upon project completion and the receipt of proper documentation.

Describe the proposed project:

Estimated total cost:

Amount requested:

Source of fund match:

If a bank loan or other financing will be used to complete the project, please provide information on the lending institution.

Lending institution:

Address:

Loan officer:

Phone:

Email:

### **Project Summary Attachments:**

- 1. Proof of ownership and that the structure is in need of repair
- 2. Final plans and specifications for the project (including evaluations, site plans and photos, if applicable)
- 3. Three (3) cost estimates for the proposed project

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## **Section C: Uptown Facade Improvement Program Information**

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### **Work Program**

1. The Centerville Community Improvement Corporation (CCIC) on behalf of the City of Centerville (City) has been designated to administer this program, hereafter referred to as the "Project Administrator."
2. All applicants must submit an application for funding that outlines the proposed project and scope of work. Applicants must obtain three (3) quote from qualified suppliers for work to be performed.
3. Prevailing wage rates must be paid by each contractor or subcontractor under each contract or agreement exceeding \$2,000 as per the Davis-Bacon Act, as amended, regardless of the source of funding for the contract or agreement. Appropriate documentation must be submitted with the reimbursement request including payroll verifications and an affidavit verifying the Davis-Bacon regulations were met.
4. Each application for a proposed project will be reviewed by Ohio State Historic Preservation Office (SHPO) to ensure compliance with the standards established by the U.S. Secretary of Interior.
5. Determination of reimbursement will be based on monies available as well as cost estimates, and number of projects applying. The program is a reimbursement program that will reimburse up to fifty percent (50%) of the cost of building projects up to \$15,000 based upon conformity to established program guidelines.

## Program Guidelines:

1. The grant program will be administered by the CCIC on behalf of the City in conjunction with Montgomery County Community and Economic Development Department (County).
2. The grant program is a 1:1 matching program up to the grant limits and guidelines as set forth above.
3. Grants may be submitted for exterior work. Site work will only be approved in conjunction with approved exterior work. Interior work will be considered on a case-by-case basis.
4. Work cannot begin until written approval is received by the applicant from the City to proceed.
5. All exterior improvements must be approved by SHPO and the Centerville Board of Architectural Review (BAR).
6. The project must be accomplished completely in accordance with the approved plans and specifications.
7. Any changes in the approved project must be in writing and approved by the City.
8. The project must be completed within the timetable established by the City, unless an extension is approved by the Project Administrator.
9. Projects must meet all applicable City, County and State Building, Health and Safety Codes.

## Approval Process:

1. Applicant submits plans and specifications in sufficient detail to illustrate the scope and nature of the proposed project, including color photos, to the (CCIC).
2. Applications must include three (3) written estimates for each trade covering scope of the proposed project including materials and labor to Project Administrator.
3. All materials are submitted to SHPO for review, approval, and/or modification as applicable. A site visit may be required.
4. Once approved, a timeline for completion is established and work begins.

## Reimbursement Process:

- Close-out of applicable Zoning and Building Permits, Inspection of property by the City and County.
- Submittal of all receipts and copy of checks paid to suppliers or contractors to City of Centerville will reimburse up to fifty percent (50%) of total project costs up to limits specified above, or approved amount after final site visit and approval.
- Submittal of appropriate Davis-Bacon affidavit and certified payrolls if contract exceeds \$2,000. Certified payrolls and prevailing wage rates are not necessary if the contract is under \$2,000 or the work is performed by a sole proprietor.

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## Section D: Applicant Certification

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The proposed project must follow the APD Design Review Guidelines and applicable building, zoning and property maintenance regulations of the State of Ohio, Montgomery County and the City of Centerville. Furthermore, if necessary, the applicant is required to file necessary Building and Zoning Permit applications with the City.

The applicant must also complete the "Site Specific Review/Mitigation Measures: Tier Two Checklist" (Exhibit C) and schedule an environmental assessment through Montgomery County and receive approval from the County prior to starting any work.

The grant approval will be based upon the goals and guidelines of the project and the completion of all documentation required at the sole discretion of the City, the CCIC, and the County. The rebated amount will be paid upon the completion of the project and the receipt of all necessary documentation as specified in the "Agreement for Rebate and Rehabilitation Costs."

I, the undersigned, do hereby acknowledge that the project must bring the aforementioned property into compliance with current health, fire, zoning, property maintenance, ADA requirements, and building codes acceptable to the City of Centerville and Montgomery County and that the rebate will be released only when the project is completed and the terms and conditions of the "Agreement for Rebate of Rehabilitation Costs" have been met.

I also authorize representatives from the City of Centerville, Montgomery County, and the Ohio State Historical Preservation Office (SHPO), to inspect the property with any and all plans submitted by me to ensure the same.

The above statements are, to the best of my knowledge, true and accurate.

**Please note, the Uptown Historic Facade Improvement Grant program is not an entitlement program, and as such, funding through this program is not guaranteed. The actions of the CCIC on matters related to the allocation of these funds are final.**

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Applicant and owner of property

Date

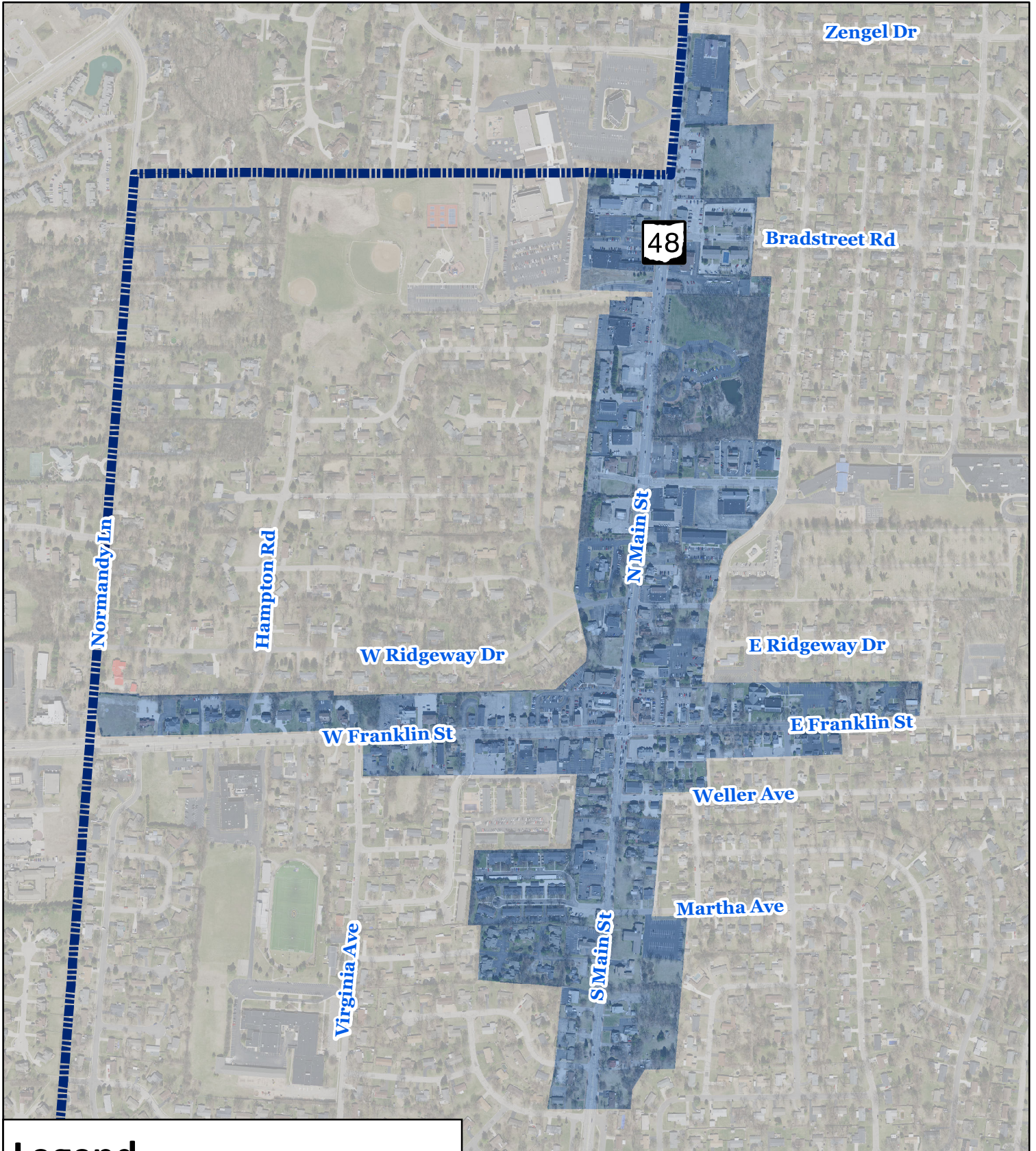
### Required Submissions:

**Attachment A:** CDBG Tier 2 Environmental Review/State Historic Preservation Office



Tier 2 Site Information Sheet

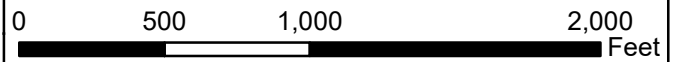
**Attachment B:** Acquisition and Relocation

# Historic Facade Improvement Grant



## Legend

-  Historic Facade Improvement Grant
-  Centerville City Limits



Neither the City of Centerville, Ohio nor its employees or officers warrant the accuracy, reliability, or timeliness of any of the data provided herein. This data is provided "as is" without warranty of any kind, and assumes no legal responsibility for its information.

## **Attachment A: CDBG Tier 2 Environmental Review/State Historic Preservation Office (SHPO)**

Review the sections of the CDBG Environmental Review/State Historic Preservation Office (SHPO) procedures and answer any applicable questions regarding the property and proposed project. Complete *Exhibit A: Site Information Sheet*.

### **Historic Review**

All proposed work must be reviewed and approved by SHPO. If the building to be repaired is considered to have historic significance, all rehabilitation work shall be performed in conformance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. If other adverse effects are found and this mitigation effort is insufficient for minimizing the impact, the formal consultation/comment process outlined in 36 CFR 800.5-800.6 shall be undertaken, unless the individual project is abandoned. The final outcome may include performance of a full environmental review or and environmental impact statement (EIS) or abandoning the individual project.

Please ensure the age of the building is noted on *Exhibit A: Site Information Sheet*

### **Air Quality**

The renovations may result in a temporary increase of dust and fumes from construction activities. Applicant will control construction related dust.

### **Man-Made Hazards**

All OSHA standards must be met to protect worker and public safety.

### **Asbestos Review**

Asbestos can be found in construction and finishing materials, including plaster and spackle, wallboard, mastic, floor and ceiling tiles, roofing shingle, insulation, and tar paper. Often, it is not possible to determine the presence or absence of asbestos solely through visual inspection.

Among the various asbestos regulations, National Emission Standards for Hazardous Air Pollutants (NESHAP), which applies to buildings of any age, requires that, prior to demolition or renovation activity, the facility owner must thoroughly inspect the facility or affected part thereof where any work will be performed, for the presence of asbestos containing materials (ACM) Category I, Category II, and Regulated asbestos.

Has an asbestos survey been undertaken for the facility by a certified asbestos inspector AND did the survey determine that no asbestos was present? *YES NO*

If "NO" and if renovation activities will disturb suspect ACM (including and insulation, plaster, or wallboard surfaces, floor or ceiling tile, or mastics), the project must consult a certified asbestos inspector to determine if an asbestos survey, preparation of the OEPA Renovation/Demolition Form, and remediation of ACM will be necessary. All appropriate regulations must be followed to ensure employee and public protection and proper disposal and handling of the material. Notification of abatement activities shall be made to all appropriate regulatory activities.

### **Solid and Hazardous Waste**

Solid waste generated must be removed from the project site regularly and disposed of at a licensed facility.

**Lead-Based Paint**

A.	Does the property include any residential units or any common areas shared with residential units?	YES	NO
B.	Was the affected property built prior to 1978?	YES	NO
C.	Will the proposed renovation activities disturb any painted services?	YES	NO

If the answer to ANY of the above questions is “NO” the project is exempt under 24 CFR 35.115. If the answer was “YES,” please complete the additional questions below.

A.	Has the property previously undergone lead-based paint inspection and been determined to not contain lead-based paint?	YES	NO
B.	Has the property previously undergone lead-based paint identification, removal, and clearance?	YES	NO
C.	Are the residential units zero-bedroom or single-room occupancy (SRO) units?	YES	NO
D.	Are the residential units intended exclusively for the elderly or disabled AND are no children expected to reside in the unit?	YES	NO

If the answer to ANY of the above questions is “YES” the project is exempt under 24 CFR 35.115. For all other projects undertaken, it will be necessary to identify and control lead hazards at the renovation sites. Guidelines for testing and abatement of lead-based paint hazards may be obtained from [www.hudexchange.info/sites/onecpd/assets/File/Basically-CDBG-State-Chapter-13-Lead.pdf](http://www.hudexchange.info/sites/onecpd/assets/File/Basically-CDBG-State-Chapter-13-Lead.pdf).

**Zoning Review**

Is the affected property to be used in accordance with the local zoning codes? *YES NO*

**Permitting**

Are permits required for the proposed project? *YES NO*

Local zoning and building officials should be contacted to determine if new zoning, building, or occupancy permits are required. Notification may be required to the fire department depending on the nature of the renovation. Contact the City Development Department for further guidance.

**Noise**

Renovation work may generate a temporary increase in noise. Noise sensitive areas near the project include adjacent residences. Noise-producing activities should be avoided between 10:00pm and 7:00am.

**Spill Response Kit**

The Architectural Preservation District (APD) Is located within the Great Miami Buried Valley Aquifer, a designated Sole Source Aquifer. A spill response kit should be onsite to address chemical spillages.



**Exhibit A: Site Information Sheet**

Property Address:

Name of Business:

(Attach Location Map)

Description of Building

When was the Building Constructed?

Number of floors:

Approximate size of the building (SF):

Features of Interest:

Current Use of Building:

Proposed Use of Building:

Describe all alterations to the building (attach cost estimate):

**Attachment B: Acquisition and Relocation**

A.	Do tenants occupy a portion of the building (If yes, please answer the questions below)?	YES	NO
B.	Residential Tenants	YES	NO
C.	Number of Residential Units		
D.	Number of Commercial Units		

Tenant Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

A.	If units are vacant, were there any tenants during the past 12 months?	YES	NO
B.	If the structure is now vacant, has anyone been required to move as a direct result of this project?	YES	NO
C.	Rent for occupied units before rehab		
D.	Rent for units after rehab		
E.	Is there a lease in effect?	YES	NO
F.	Lease Term		

## SAMPLE AGREEMENT

### AGREEMENT FOR REBATE OF REHABILITATION COSTS

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, between the City of Centerville, (City) and \_\_\_\_\_ (Applicant).

WITNESSETH:

WHEREAS, Montgomery County is empowered to administer funds granted by the United States Department of Housing and Urban Development; and,

WHEREAS, such funds have been allocated to the City of Centerville, Ohio in the form of a Community Development Block Grant (CDBG); and,

WHEREAS, the City of Centerville has agreed to establish a program whereby owners of primarily commercial property located in a designated area may receive a rebate of rehabilitation expenses; and,

WHEREAS, the Applicant desires to participate in this program by rehabilitating a commercial property within the designated area.

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth, The City and the Applicant agree as follows:

- I. Upon satisfaction of the conditions enumerated in Section II, paragraphs "A" through "I" below, the Applicant shall receive from the County a rebate for expenses incurred to rehabilitate the premises located on the property described on Exhibit "A" attach hereto, the amount of which shall be calculated in accordance with Exhibit "B" also attached hereto.
- II. The conditions to be satisfied are:
  - A. A rehabilitation project must be accomplished completely, in accordance with the applicable plans and specifications (attach as Exhibit "C"). Any changes in planned rehabilitation must be in writing and approved by the City of Centerville and Montgomery County. If they are so approved, then completion in accordance with plans and specifications as amended will meet this requirement. If plans are not approved by the County, and City and, then the Applicant must comply with the original plans or specifications.
  - B. A rehabilitation project must be completed within the time table (Attach as Exhibit "D") established by the City except that if the time table cannot be met because of events beyond the control of the Applicant, then the City shall have the discretion to grant an extension of time. Completion within the extended time will meet this requirement. A rehabilitation project may be completed in separate phases i.e. interior, exterior, front, rear or multiple facades.

- C. Property rehabilitated must meet all applicable, City, County, and State, building, health, ADA, and safety codes.
- D. If the project is financed through a federally funded insured lending institution, the City must be provided with a letter of approval indicating that the project has been completed satisfactorily from a lending officer of the lending institution; documentation showing that all City, County, and State permits were obtained and that a Certificate of Occupancy has been issued for the project; a letter from the Chief Building Official verifying that all code infractions have been corrected for the property; documentation in the form of state requirements showing that all liens have been released; and final invoice(s) or contract(s) showing the total cost of rehabilitating.
- E. If the project is financed by the property owner, the City must be provide with: actual invoices for materials, supplies and services; documentation showing that all City, County, and State permits were obtained and that a Certificate of Occupancy has been issued for the project; a letter from the Chief Building Official verifying that all code infractions have been corrected for the property; and documentation in the form of State requirements showing that all liens have been released.
- F. If the commercial portion of the premises rehabilitated is occupied by a tenant, the property owner shall not raise the tenant's rent for at least one year after the completion of the project.
- G. Reimbursements for improvements made to a structure are limited to those approved by the City of Centerville, Montgomery County, and the Ohio State Historic Preservation Office (SHPO) or those that correct interior and exterior code issues and violations.
- H. If the facade of the commercial portion of the premises is to be renovated, then the entire facade of the structure must also be renovated. The renovation of the non-commercial portion must be similar to the type, style and quality of the commercial facade renovation or as otherwise approved.
- I. The Applicant must comply with the requirements of the Housing and Community Development Act of 1987, as amended and the Uniform Relocation Assistance and Real Property Acquisition Policies act of 1970 as amended, as it relates to displacement of tenants of the property rehabilitated.
- J. The Applicant understands and agrees that if, as a result of any of Applicant's actions or the actions of Applicant's agents, any tenants housed in the property described are displaced, as defined in the above mentioned statutes and regulations, at any time after the application is accepted and prior to the completion of rehabilitation if the application is approved, that the relocation costs, including but not limited to moving expenses, rent, utilities, and reimbursement to the Montgomery County of salary costs for the time spent in performing relocation services, will be born by the Applicant and

not the City of Centerville or Montgomery County. The Applicant further understands that Applicant's liability of the payment of relocation costs and for reimbursement to the County is not limited to the amount of the grant provided by the City.

- K. The Applicant and Applicant's designated agents, contractors, etc., agree to follow all OSHA requirements concerning Lead Based Paint and Asbestos removal.
  - L. The Applicant understands and agrees that federal prevailing wage rates must be paid by each contractor or subcontractor under each contract or agreement exceeding \$2,000 as per the Davis-Bacon Act, as amended, regardless of the source of funding for the contract or agreement. Wage rates and payroll compliance information can be obtained from the Montgomery County Community and Economic Development Department.
- III. No structure shall receive more than one rebate under this program, unless otherwise approved as a multi-phased project.
  - IV. Applicant acknowledges and agrees that this program is not an entitlement program and is subject to the CCIC's final decisions as to allocation of any such funds.
  - V. Prior to the execution of this Agreement the parties shall have agreed upon the anticipated amount of the rebate to be received. In no event shall the rebate actually received, upon satisfaction of the conditions of this Agreement, exceed the anticipated amount by more than ten percent (10%) or the limits of the program as specified.
  - VI. This Agreement shall be binding on the heirs, successors, and assigns of the parties. No assignment of this Agreement shall be made.
  - VII. The Applicant, if a corporation, shall provide a list of all shareholders and officers. If a partnership, a list of all partners. All forms required by the County shall include social security number(s), tax identification numbers, address(s), and telephone numbers.
  - VIII. The City of Centerville has final discretion to execute the City approval based upon fulfillment criteria the City and the County deem the applicant has met.

[REMAINDER OF THE PAGE INTENTIONALLY BLANK]

Executed this \_\_\_ day of \_\_\_\_\_, 2021.

APPLICANT

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

PROPERTY OWNER (if different than Applicant)

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

CITY OF CENTERVILE

\_\_\_\_\_

By: Wayne Davis  
Its: City Manager

CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Printed Name and Title

Approved As To Form:

\_\_\_\_\_  
Scott A, Liberman, Municipal Attorney

Exhibit B:

If all eligibility requirements have been met, the project has been satisfactorily completed, and all the necessary documentation has been provided, to the satisfaction of the City of Centerville, then the County will issue a rebate check to the applicant, the amount of which will be determined according to the following schedule:

FIFTY PERCENT (50%) MATCHING GRANT UP TO A COST NOT TO EXCEED \$15,000.00

\*If the Applicant desires, up to \$1,500 of the rebate, as long as the total of the rebate docs not exceed \$15,000.00, can be allocated for the preparation and completion of the plans and specifications for the project. Documentation including the final invoice(s) for said preparation and completion of plans and specifications for the project shall be required.

ADDENDUM TO AGREEMENT  
REGARDING DISABILITY ACCESSIBILITY  
UPTOWN FACADE IMPROVEMENT PROGRAM USING CDBG FUNDS

The conditions below are in addition to items specifically listed in the contract, and are binding as such.

Owner \_\_\_\_\_ of the property located at \_\_\_\_\_

hereby agrees to comply with all ADA (American with Disabilities Act) requirements should any work be done to the interior of the property using CDBG funds.

Should there be circumstances where it is not physically or otherwise possible to meet all ADA requirements, Owner hereby agrees to the following:

- To provide a person/persons to be onsite to assist any and all persons with disabilities using the facility or doing business on the property during business hours.
- To do all work possible to remove any/all barriers (on interior and exterior of property) to persons with disabilities.
- To follow all ADA regulations to the extent possible.

\_\_\_\_\_ (Applicant & Owner of Property)

\_\_\_\_\_ (Date)

\_\_\_\_\_ (City Manager, City of Centerville)

\_\_\_\_\_ (Date)



ADDENDUM TO AGREEMENT  
REGARDING REPAYMENT OF GRANT  
UPTOWN FAÇADE IMPROVEMNT PROGRAM  
USING CDBG FUNDS

The conditions below are in addition to items specifically listed in the contract, and are binding as such.

Applicant/Owner \_\_\_\_\_ of the property located at  
\_\_\_\_\_ hereby agrees not to sell said property within five (5) calendar  
years after the date CDBG funds are paid to owner in accordance with the Uptown Facade  
Improvements Program.

Should the property be sold, the Owner shall repay to the City a percentage of the grant according to  
the following schedule:

- Within one (1) Calendar year, Owner repays 75 percent of grant amount.
- Within three (3) Calendar years, Owner repays 50 percent of grant amount.
- Within five (5) Calendar years, Owner repays 25 percent of grant amount.

\_\_\_\_\_ (Applicant/ Owner of Property)

\_\_\_\_\_ (Date)

\_\_\_\_\_ (City Manager, City of Centerville)

\_\_\_\_\_ (Date)

Exhibit C: Delinquent Property Tax Affidavit

STATE OF OHIO:

COUNTY OF \_\_\_\_\_:

To the Auditor of Montgomery County:

The Affiant: \_\_\_\_\_ (Name of person, organization, or company)

Located at \_\_\_\_\_ (Address)

After being duly sworn, states the following: The affiant, at the time the application for the Uptown Streetscape Enhancement Program was submitted (check one)

- Was not charged with any delinquent personal property taxes on the general tax list of Montgomery County, Ohio
- Was charged with delinquent personal property taxes on the general tax list of Montgomery County, Ohio, in the principal amount of \$\_\_\_\_\_ with the sum of \$\_\_\_\_\_ added for due and unpaid penalties and interest

Further the affiant sayeth naught.

Sworn to and subscribed by \_\_\_\_\_ (name of person, organization, or company)

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

STATE OF OHIO:

COUNTY OF \_\_\_\_\_:

Before me, a Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared \_\_\_\_\_, the affiant in the foregoing affidavit, who acknowledged the signing thereof to be \_\_\_\_\_ voluntary act and deed.

In testimony whereof, I have hereto subscribed my name and affixed my seal on this day and year aforesaid.

\_\_\_\_\_  
Notary Public

Exhibit D: Prevailing Wages Affidavit of Contractor

(To be completed by all contractors and subcontractors)

I, \_\_\_\_\_ (name of person signing affidavit), \_\_\_\_\_ (title) of \_\_\_\_\_ (company name), do hereby certify that the wages paid to all employees for the full number of hours worked in connection with the renovation of \_\_\_\_\_ (property address and business name, if applicable) for the project described in, and funded by the APD Façade Improvement Program grant application submitted to the Centerville Community Improvement Corporation (CCIC) is in accordance with the prevailing wage rates required by the U.S. Department of Housing and Urban Development, otherwise known as Davis-Bacon wage rates.

I further certify that no rebates or deductions for any wages due any person have been directly or indirectly made other than those provided by law.

\_\_\_\_\_ (signature of officer or agent)

Subscribed and sworn to before me this \_\_\_\_\_ day or \_\_\_\_\_, 20\_\_\_\_\_

Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_\_

The above affidavit must be executed and sworn to by the officer or agent of the CONTRACTOR who supervises the payment of employees, before any monies will be reimbursed to the applicant under the APD Façade Improvement Program.

Exhibit E: Waiver of Prevailing Wage Requirements

AFFIDAVIT

(To be completed by all contractors and subcontractors)

I, \_\_\_\_\_ (name of person signing affidavit), \_\_\_\_\_ (title) of \_\_\_\_\_ (company name), do hereby certify that I am exempt from the U.S. Department of Housing and Urban Development prevailing wage requirements because one of the following circumstances apply to me and/or my contractual obligation related to the renovation of \_\_\_\_\_ (property address and business name, if applicable).

1. I am the owner/operator of my company and I performed ALL of the labor associated with the renovation work at the above referenced project; OR
2. My company is performing work at the above referenced project with a total value of \$2,000 or less.

\_\_\_\_\_ (signature of officer or agent)

Subscribed and sworn to before me this \_\_\_\_\_ day or \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_\_