

## UNIQUE · VIBRANT · HISTORIC

## Uptown Streetscape Funds 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 Uptown Streetscape Funds may apply for up to fifty percent (50%) of the total, verifiable cost to a maximum of \$10,000, 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 costs:		
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 building ownership
- 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

## Section C: Uptown Streetscape Funds Information and Guidelines

### **Program Guidelines:**

- 1. Uptown Streetscape Funds are administered by the Centerville Community Improvement Corporation (CCIC).
- 2. Funds are provided as a zero percent (0%) interest forgivable loan with a three (3) year forgiveness term. Applicants must retain ownership of the building throughout the forgiveness period.
- 3. Applicants can request 1:1 matching funds up to \$10,000 based upon the guidelines as set forth above.
- 4. Applications may be submitted for exterior building improvements and site work. Interior work will only be considered in conjunction with approved exterior work.
- 5. Work cannot begin until written approval is received by the applicant from the City to proceed.
- 6. All exterior improvements must be approved City staff and relevant review boards (i.e. BAR, Planning Commission, etc.).
- 7. The project must be completed in accordance with the approved plans and specifications.
- 8. Any changes in the approved project must be in writing and approved by the CCIC and the City of Centerville.
- 9. The project must be completed within the timetable established by the CCIC, unless an extension is approved by the CCIC.
- 10. Projects must meet all applicable City, County and State Building, Health and Safety Codes.

### **Approval Process:**

- 1. Applications for Uptown Streetscape Funds can be submitted digitally to the CCIC at mnortonsmith@centervilleohio.gov.
- 2. Applications must include plans and specifications in sufficient detail to illustrate the scope and nature of the proposed project, including color photos.
- 3. Applications must include three (3) written estimates for each trade covering scope of the proposed project including materials and labor.
- 4. Applications involving minor alterations to a property will be reviewed by Planning and Building staff. Applications involving major alterations may require approval of Planning Commission and/or the BAR.
- 5. Once project scope is approved, a timeline for completion is established.

### **Reimbursement Process:**

- 1. Project must be completed in accordance with the approved plans and specifications.
- 2. All applicable Zoning and Building Permits must be closed-out and relevant inspections conducted.
- Applicant must submit all receipts and copies of checks paid to suppliers or contractors to the CCIC. Based upon review of documentation, the CCIC will reimburse up to fifty percent (50%) of total project costs up to limits specified above.

### Section D: Applicant Certification

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

The loan 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 of Centerville and the CCIC. The approved loan amount will be paid upon the completion of the project and the receipt of all necessary documentation as specified in the "Uptown Streetscape Funds Loan Agreement."

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 "Uptown Streetscape Funds Loan Agreement" have been met.

I also authorize representatives from the City of Centerville to inspect the property with any and all plans submitted by me to ensure the same.

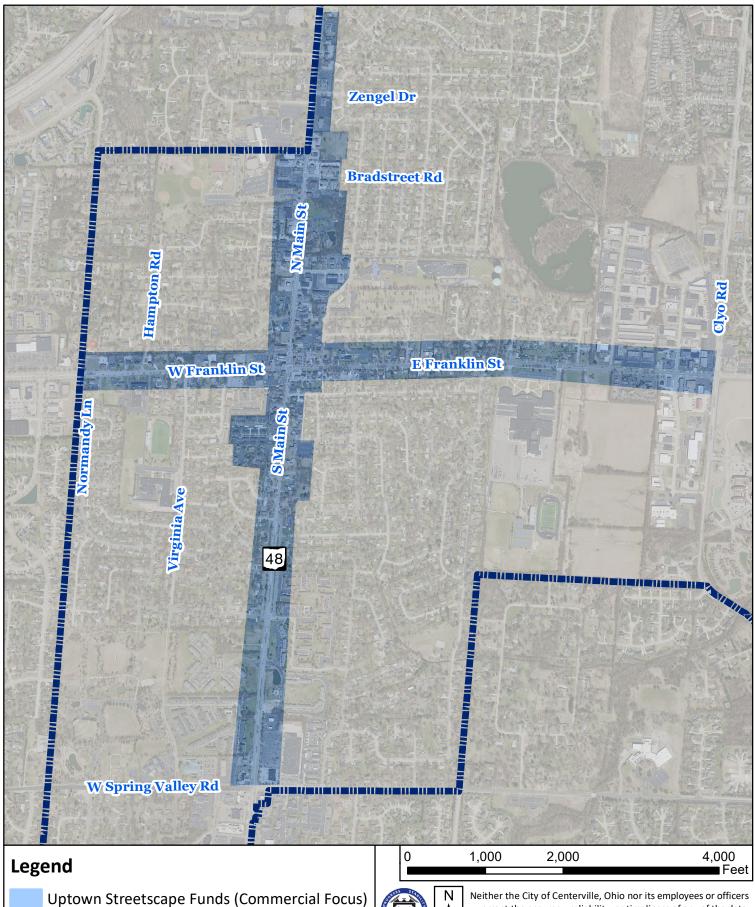
The above statements are, to the best of my knowledge, true and accurate.

Please note, Uptown Streetscape Funds 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.

Applicant and owner of property

Date

# Uptown Streetscape Funds (Commercial Focus)



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 warrenty of any kind, and assumes no legal responsibility for its information. Exhibit A: Sample Agreement for Rebate of Rehabilitation Costs

LOAN NO: \_\_\_\_\_

### **CENTERVILLE COMMUNITY IMPROVEMENT CORPORATION (CCIC)**

### UPTOWN STREETSCAPE FUNDS LOAN AGREEMENT

The Centerville Community Improvement Corporation (Lender) and (Borrower)		
that this document provides for a loan to	(Building Owner) with	
repayment of the loan, guaranteed by	(Borrower) and its principle(s),	
individually, jointly, a	and severally as designated in the guarantor signature section	

of this document.

### **SECTION A: TERMS OF THE LOAN**

1. Loan Recipient:

Borrower	
Building Owner	
Building Address*	
Zip	

\*Recipient business must be located in the Uptown area of the City of Centerville, Ohio

2. Loan Purpose:

Loan purpose is to provide financing to the Borrower to assist the Building Owner with investments related to the property at

### 3. Loan Amount and Terms:

Loan Amount	\$10,000
Interest Rate	0%
Loan Term	36 month
	Forgiveness Terms:
	<ol> <li>The project must be completed in accordance with the approved plans and specifications.</li> </ol>
	<ol><li>Applicants must retain ownership of the building throughout the forgiveness period.</li></ol>
	<ol> <li>The property must be maintained in accordance with all applicable zoning, building, and property maintenance codes of the City of</li> </ol>
	Centerville.

4. Loan Repayment

In the event of loan repayment, Borrower agrees to a default interest rate of five percent (5%) of the outstanding balance.

Payments shall be made to:

Centerville Community Improvement Corporation (CCIC) C/O Centerville Development Department 100 W. Spring Valley Rd. Centerville, OH 45458

There is a late penalty clause. Any monthly installment not received within fifteen (15) days after the installment is due shall be assessed a late charge of \$25.00 which, if not paid, will be added to the principal balance of the loan. Borrower agrees to pay the collection costs, including reasonable attorneys' fees associated with enforcement of this loan including its repayment.

### **SECTION B: CONDITIONS OF THE LOAN**

- 1. Funds are to be utilized exclusively for the payment of expenses as defined in Exhibit A.
- Sale of Property: The Borrower and Building Owner agree not to sell said property within three

   (3) calendar years after the date loan funds are paid. In the event that the Building Owner sells
   the property within the loan term, the loan will be considered in default and the principal
   balance, interest at five percent (5%), and late charges owed shall be accelerated and become
   due and payable immediately in full.
- 3. Verification: The Borrower agrees to submit to the CCIC, all receipts and copy of checks paid to suppliers or contractors. The CCIC 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.
- 4. Security: The CCIC shall not place any liens or mortgages on property or collateral owned by the Borrower. This loan agreement shall represent the intent of Borrower to repay the loan amount and is the personal obligation of the Borrower.
- 5. Books and Records: Financial Statements Borrower agrees that they will keep true and proper books of record and accounts in which full and correct entries will be made of all business transactions, and will reflect in its financial statements adequate accruals and appropriations to reserves, all in accordance with generally accepted accounting principles or in compliance with Internal Revenue Code. The CCIC may request interim and annual statements of their assets and liabilities and annual operating

statements both of which shall be prepared and compiled by a certified public accountant. The Borrower shall further furnish to the CCIC such other information as the CCIC may reasonably request with regard to its operations.

- 6. Notice of Requirement to Provide Proof of Insurance Borrower understands the terms of this Loan Agreement require:
  - a. Evidence of fire and extended coverage insurance on any real property in an amount sufficient to accommodate the loan and any liens against the property;
  - b. That the insurance policy must contain loss payable clause endorsement naming the Centerville Community Improvement Corporation, its officers, employees and assigns as additional insured;
  - c. That the insurance must be provided for the entire term of the loan;
  - d. Insurance may be obtained from any agent of choice. Insurance Agent will be instructed to send appropriate loss payable clause endorsement to:

Centerville Community Improvement Corporation (CCIC)

C/O Centerville Development Department

100 W. Spring Valley Rd.

Centerville, OH 45458

#### **REMAINDER OF PAGE LEFT BLANK**

IN WITNESS WHEREOF, this document has been duly executed and guaranteed for performance by the undersigned on \_\_\_\_\_\_, 2020.

WITNESSES:	BORROWERS:
	BY:
	NAME, TITLE
	COMPANY
	BY:
	NAME, TITLE
	COMPANY
WITNESSES:	LENDER:
	CENTERVILLE COMMUNITY IMPROVEMENT CORP.
	C/O Centerville Development Department
	100 W. Spring Valley Rd.
	Centerville, OH 45458
	ВҮ:
	JoAnne Rau, President
	DV.
	BY:

Jeff Klank, Treasurer

### **EXHIBIT A: PROJECT SCOPE**

### EXHIBIT B: SAMPLE LOAN AMORTIZATION AND FORGIVENESS SCHEDULE

	Monthly Principle Forgiven/Monthly Payment	Remaining Principle Balance
January 1, 2021	277.78	10000
February 1, 2021	277.78	9722.22
March 1, 2021	277.78	9444.44
April 1, 2021	277.78	9166.66
May 1, 2021	277.78	8888.88
June 1, 2021	277.78	8611.1
July 1, 2021	277.78	8333.32
August 1, 2021	277.78	8055.54
September 1, 2021	277.78	7777.76
October 1, 2021	277.78	7499.98
November 1, 2021	277.78	7222.2
December 1, 2021	277.78	6944.42
January 1, 2022	277.78	6666.64
February 1, 2022	277.78	6388.86
March 1, 2022	277.78	6111.08
April 1, 2022	277.78	5833.3
May 1, 2022	277.78	5555.52
June 1, 2022	277.78	5277.74
July 1, 2022	277.78	4999.96
August 1, 2022	277.78	4722.18
September 1, 2022	277.78	4444.4
October 1, 2022	277.78	4166.62
November 1, 2022	277.78	3888.84
December 1, 2022	277.78	3611.06
January 1, 2023	277.78	3333.28
February 1, 2023	277.78	3055.5
March 1, 2023	277.78	2777.72
April 1, 2023	277.78	2499.94
May 1, 2023	277.78	2222.16
June 1, 2023	277.78	1944.38
July 1, 2023	277.78	1666.6
August 1, 2023	277.78	1388.82
September 1, 2023	277.78	1111.04
October 1, 2023	277.78	833.26
November 1, 2023	277.78	555.48
December 1, 2023	277.78	277.70
January 1, 2024	277.70	0

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Exhibit B: 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 <u>not</u> 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