



N. Main Street Commercial Façade Program

Section A: General Information

Property owner: _____

Address: _____

Business Name: _____

Contact Name: _____

Mailing address: _____

City/State/Zip: _____

Email address: _____

Website: _____

Daytime phone number: _____

Federal Tax ID: _____

Section B: N. Main Street Façade Improvement Program

Work Program

1. The Clayton Development Department 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) quotes 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 the 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 the 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 will be administered by Clayton's Development Department 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 not be considered as part of this grant program.
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 Clayton Development Department.
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 Clayton Development Department.
2. Applicants must include three (3) written estimates for each trade covering scope of the proposed project including material and labor to Project Administrator.
3. All materials are submitted to SHPO to 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:

1. Close-out of applicable zoning and building permits, inspection of property by the City and County.
2. Submittal of all receipts and copy of checks paid to suppliers or contractors to City of Clayton 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.



3. 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.

Section C: Project Application Summary

Applicants for the N. Main Street Commercial Façade 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 funding 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:

- Proof of ownership and that the structure(s) needs improvements
- Final plans and specifications for the project (including evaluations, site plans and photos, if applicable)
- Three (3) cost estimates for the proposed project



Section D: Applicant Certification

The proposed project must be located within and in compliance with all applicable zoning requirements and guidelines of the Main Street 48 zoning district or bring a legal non-conforming property within the Main Street 48 zoning district closer to compliance within the same district. The project must also follow all applicable building and property maintenance regulations of the State of Ohio/Montgomery County and the City of Clayton. Furthermore, if necessary, the application is required to file necessary building and zoning permit applications with the city and/or county.

The applicant must also complete the “Site Specific Review/Mitigation Measures: Tier Two Checklist” and schedule an environmental assessment through Montgomery County and received 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 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 the project must bring the aforementioned property into compliance with current health, fire, zoning, property maintenance, ADA requirements and building codes (if the property is a legal non-conforming status, the property must be brought closer to compliance level with the North Main 48 zoning district) acceptable to the City of Clayton 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 and Rehabilitation Costs” have been met.

I also authorize representatives from the City of Clayton, 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 North Main Street Façade Grant program is not an entitlement program, and as such, funding through this program is not guaranteed. The actions of the City of Clayton on matters related to the allocation of these funds are final.

Applicant and owner of property

Date

Required Submissions:

- Attachment A: CDBG Tier 2 Environment Review/SHPO
 - Tier 2 Site Information Sheet
- Attachment B: Acquisitions and Relocation



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-Chapter13-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.



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 Clayton, (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 Clayton, Ohio in the form of a Community Development Block Grant (CDBG); and,

WHEREAS, the City of Clayton 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 Clayton 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 timetable (Attach as Exhibit "D") established by the City except that if the timetable 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 provided 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 Clayton, 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, or an agreement must be entered into and signed by both The Applicant and The City agreeing to the specifics of the commercial portion to be renovated and those sections not included with the renovation. The renovation of the noncommercial 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 borne by the Applicant and not the City of Clayton 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 City of Clayton'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 Clayton has final discretion to execute the City approval based upon fulfillment criteria the City and the County deem the applicant has met.

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Executed this ____ day of _____, 2021.

APPLICANT

By: _____
Its: _____

PROPERTY OWNER (if different than Applicant)

By: _____
Its: _____

CITY OF CLAYTON

By: Amanda Zimmerlin
Its: City Manager

CONTRACTOR

By: _____

Printed Name and Title

Approved As to Form:

Martina Dillon, Clayton Law Director



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 Clayton, 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 does 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
NORTH MAIN STREET COMMERCIAL FAÇADE 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 Clayton)

_____ (Date)



ADDENDUM TO AGREEMENT
REGARDING REPAYMENT OF NORTH MAIN STREET COMMERCIAL FAÇADE
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 North Main Street Commercial Façade 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 Clayton)

_____ (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 North Main Street Commercial Façade 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 Agreement



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 North Main Street
Commercial Façade Program grant application submitted to the City of Clayton 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 North Main Street Commercial Façade 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 _____