

2016 CITY OF OWENSBORO
RENOVATION GRANT PROGRAM
TRIPLETT TWIST DISTRICT (TTD)
FACADE/STOREFRONT

INFORMATION AND APPLICANT REQUIREMENTS

Section 1. Program Goals and Objectives.

(1) Introduction.

The information and requirements herein are applicable for the City of Owensboro Facade/Storefront Renovation Grant Program financed through the use of Community Development Block Grant (CDBG) funds under the National Objectives of the United States Department of Housing and Urban Development for State CDBG programs to benefit Low to Moderate Income Persons or Households. The Triplett Twist District (TTD) neighborhood revitalization strategy area has an assortment of buildings. It is the intent of this grant program to provide financial incentives to property owners and business people in the TTD to assist them in renovating and rehabilitating the facade on storefronts of their buildings.

(2) Program Objectives.

The primary objective of the City of Owensboro Facade/Storefront Renovation Grant Program is to revitalize the urban renewal area and TTD by preserving and renovating the existing building storefronts. In addition to improving the building facade, the program will provide an incentive for complete rehabilitation of structures. Rehabilitation means a process of returning a property to the state of utility through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic/architectural and cultural values.

(3) Project Goals.

Specific goals for the City of Owensboro Facade/Storefront Renovation Grant Program are as follows:

- A. To meet the national Low to Moderate Income Persons or Households objective and to prevent further deterioration of commercial, residential and mixed use properties in the urban renewal area and TTD.
- B. To eliminate conditions detrimental to the health, safety and welfare of the residents and users of the TTD area.

- C. To benefit the entire community by preserving a pleasing and aesthetically acceptable downtown and TTD shopping district.
- D. To preserve existing building stock.
- E. To revitalize the TTD as a viable, economic, and cultural asset of the City of Owensboro.

(4) Program Description.

The City of Owensboro Facade/Storefront Renovation Grant Program is designed to provide financial assistance through a matching grant to owners of property in the TTD who desire to renovate their buildings and meet the City of Owensboro Community Development Department requirements. CDBG funds allocated for the City of Owensboro Facade/Storefront Renovation Grant Program must be used for the following:

A façade/storefront matching grant, up to ten thousand dollars (\$10,000), for property owners of buildings located in the TTD.

Section 2. Administration.

(1) General.

The City of Owensboro Facade/Storefront Renovation Grant Program shall be administered by the City of Owensboro Community Development Department. The Community Development Department will confirm eligibility for the program from the Application (Exhibit "A") based on the criteria outlined in Sections 3 and 4 of the Information and Applicant Requirements.

(2) Designated Program Area.

The designated program area is the TTD redevelopment area, as identified on the map (Exhibit "B").

(3) Non-discrimination.

Section 109 of Title I of the Housing and Community Development Act of 1974 requires that no one shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded with CDBG Grant Funds. In addition, any property owner as a condition to obtaining a renovation grant must comply with all applicable requirements and codes pursuant to regulations effectuating Title VIII of the Civil Rights Act 1968, regarding a sale, lease, rental, use or occupancy of his or her property.

(4) Relocation.

The City of Owensboro shall not provide matching grant funding to any renovation activity that will require the vacating of any property or the relocation of any of the habitants thereof.

(5) Exceptions.

Any exceptions concerning the requirements herein may be brought to the Community Development Department for discussion. All questions shall be submitted in writing and should address the following:

- A. State a specific policy provision for which the exception is requested.
- B. Clearly describe the specific circumstances and facts on which the request for an exception to the requirements is based.
- C. State the reasons why he/she believes the exception is warranted and under what circumstances.

The Community Development Department, as defined in their Rules of Procedure, has the authority to grant or deny an exception related to the architectural and site plan design for development proposals.

Section 3. Eligibility Requirements.

(1) General.

In order to be eligible for the grant program the applicant must:

- A. Be located in the redevelopment or downtown areas, as identified in Exhibit "B."
- B. Be an owner of title to the land as recorded in the office of the County Clerk.
- C. All property taxes on the subject property must be current prior to submitting an application.

(2) Federal Requirements.

- A. If the building or structure on the real property is over fifty (50) years in age, then the application MUST be reviewed and commented on by the Kentucky Heritage Council per federal regulations overseeing Community Development Block Grant (CDBG) funds by the U.S. Department of

Housing and Urban Development (HUD). Allow 30 additional days for this process. In addition, the Business shall pay for and provide the City's Housing and Community Development staff with the results of an Environmental Review Record, prepared by a licensed environmental firm, in accordance with HUD Environmental Regulations found at 24 C.F.R. Part 58.

- B. If the grant request is over two thousand dollars (\$2,000.00), then the Davis-Bacon Act (40 U.S.C. §3142) requires the payment of prevailing wages rates to all laborers involved in the project. The U.S. Department of Housing and Urban Development (HUD) mandates the City's Housing and Community Development staff to set up a pre-construction meeting with the applicant before any work on the project begins. Weekly wage reports will be required.
- C. If the building or structure on the real property is over fifty (50) years in age, then the Business agrees and understands that its application must be reviewed and commented on by the Kentucky Heritage Council per federal regulations overseeing Community Development Block Grant (CDBG) funds by the U.S. Department of Housing and Urban Development (HUD). In consideration of accepting the compensation under this Agreement, the Business agrees to perform all obligations required of it under the governing regulations.
- D. In addition, if the building or structure on the real property is over fifty (50) years in age, the Business shall pay for and provide the City's Housing and Community Development staff with the results of an Environmental Review Record, prepared by a licensed environmental firm, in accordance with HUD Environmental Regulations found at 24 C.F.R. Part 58.

Section 4. Façade/Storefront Grant Limitations.

(1) Individual Grant Fund Amount.

A maximum grant of up to fifty percent (50%) of the actual cost of the façade/storefront renovation not to exceed ten thousand dollars (\$10,000.00) per building is available from CDBG funds. The total grant program will be processed on a first-come, first-served basis.

(2) Definition of Eligible Façade/Storefront.

The façade/storefront must be visible from a dedicated public street. It may be located on commercial, residential, or mixed use buildings.

- A. A storefront is the portion of a ground floor building, occupied by a use, which is separate from adjoining buildings and in which a major entrance is located.
- B. A façade is the front of the building, including parapet walls, facing a public street. Double frontages, corner lots, and/or through lots which may have more than one major entrance also qualify.

(3) Eligible Improvements.

Facade/storefront renovation grants shall be used to restore the original character of the building or for a new design and approved by the Community Development Department. Eligible improvements include the following:

- A. Exterior painting, repainting and tuck pointing of masonry, cleaning.
- B. Restoration of original architectural details, including removal of added facades to restore original architecture, if this restoration is not in conflict with the Form-Based Code.
- C. Overall replacement of architectural elements which have structural problems.
- D. The addition and replacement of awnings.
- E. Removal of an existing sign and sign supports.
- F. Purchase and installation of new signs or façade lighting.
- G. Replacement, or restoration, of windows, doors; framing of facades/storefront kick plate etc.
- H. The replacement or repair of roofing.
- I. The replacement or repair of property fencing.

(4) Ineligible Improvements.

Those improvements made to abate the property of major code violations are ineligible for a facade/storefront rehabilitation grant. Ineligible improvements include such items as:

- A. Interior improvements to the building.

- B. Electrical, mechanical, and plumbing work except as related to signing and storefront remodeling.
- C. Chimney repairs.
- D. Illegal signs.

(5) Project Plans and Specifications Along with Architectural Drawings/Bidding/Awards.

Project plans and specifications, along with architectural and/or technical drawings for all properties proposed for rehabilitation and renovation under the City of Owensboro Façade/Storefront Renovation Grant Program shall be submitted to the Community Development Department staff for review and approval. The review and approval will be based on the criteria identified in the Owensboro Community Development Department requirements and/or the TTD design standards.

Bidding Process:

Projects shall be bid out by the City of Owensboro. One bonded, insured and reputable contractor shall be selected by the City to complete each project. The City reserves the right to bid out multiple addresses as one project.

Contract Award:

After the contractor is selected, a pre-construction conference shall be scheduled with Community Development Staff, the contractor and the homeowner. Each line item in the specification, change order procedures and payment procedures shall be discussed. In addition, all necessary paperwork shall be signed including, but not limited to, the following:

- Contract between Business Owner and Contractor
- Grant Agreement between Homeowner and the City of Owensboro (document to be recorded)
- Request for payment forms
- 1-Year Limited Warranty (begins upon final payment), workmanship warranty as well as any warranty on materials procured for the project.

The Notice to Proceed shall be issued following the Pre-construction Conference.

(6) Project Time Frame.

Successful applicants must complete their project within one calendar year (365 days) of the date of the Agreement with the City of Owensboro to receive the full amount of the grant request. Should the one-year time frame expire before completion, the applicant must request an extension, in person, to the Community Development Department, who has the authority to grant or deny the extension. The maximum extension time is ninety (90) days, and must be requested no later than thirty (30) days

before the expiration date. If the extension request is not received by the deadline, the project will not receive the grant.

Section 5. Application and Agreement.

(1) Application.

- A. The property owner interested in obtaining a facade/storefront grant shall apply to the Community Development Department on a specific form available through that City office, and attached as Exhibit "A."
- B. Priority for all grants shall be given to those property owners who are fully utilizing all above ground floors of the building(s) for which a grant has been requested.
- C. A successful applicant may only apply for a grant once, on a specific building façade. Applicants may apply for a grant on different properties, but only one award will be made to the applicant on an annual basis.

(2) Agreement.

- A. Upon approval of the application by the Community Development Department, the owner shall execute an agreement with the City (attached as Exhibit "C") for the payment of work completed for the façade improvements, up to fifty percent (50%) of the actual cost of the façade and not to exceed ten thousand dollars (\$10,000) per project, upon completion of approved project.
- B. The applicant will provide the project match payment in FULL prior to beginning of construction. All payments to contractors for work and materials will be made by the City of Owensboro Community Development Department.
- C. All alterations, repairs, improvements, and additions must be fully described and made a part of said agreement, and shall be in compliance with the Owensboro Metropolitan Planning Commission building codes.

(3) Covenants.

The property owner, in executing the agreement with the City, shall agree to covenant for him/herself, his/her heirs, executors, successors, and assigns, that he/she will maintain and keep in good repair the work completed under said agreement for a period of five (5) years and that he/she will retain the integrity of the design and character of the work done under said agreement for a period of five years.

(4) Hold Harmless.

The owner shall agree, upon execution of the agreement with the City, to indemnify and hold harmless the City of Owensboro, its employees, officers, council members, officials, agents, and members of its boards or commissions, from all claims, suits, liabilities or judgments for injury or injuries to persons injured, or destruction to owners buildings, grounds or adjacent buildings on grounds, loss to or interruption of the business, or commerce of the owner and the owners tenants or agents due to work performed under said agreement.

Section 6. Design Review.

For the purpose of this program, the Community Development Department shall serve as a review team for all facade/storefront improvements. The Community Development Department reserves the right to amend these regulations from time to time as deemed necessary.

EXHIBIT A

**OWENSBORO / COMMUNITY DEVELOPMENT
DEPARTMENT
*PROCEDURES AND GUIDELINES FOR THE
TRIPLETT TWIST
REDEVELOPMENT PLAN AREA***

**TRIPLETT TWIST DISTRICT
Business Façade/Storefront Enhancement Grant Application**

This grant can cover up to 50% of project expenses up to a maximum of ten thousand dollars (\$10,000.00). Full match payment for the project will be made to the City of Owensboro prior to the beginning of construction. All payments will be disbursed by the City of Owensboro after inspections of the project by the City of Owensboro Community Development Department, and physical review by representatives of the City of Owensboro Community Development Department. Should the applicant’s final approved project exceed the scope of the original application to the Owensboro Community Development Department, the applicant will have sole financial responsibility for all work in excess of the original approved project.

In order to be eligible for the grant, all City taxes and utility obligations must be current.

Expect three to four weeks from the time the application is received in our office to the time the loan application process is complete. A complete application consists of this completed form and all necessary supporting documentation:

Owner of Business/Applicant

Name of the Business _____

Type of Business _____

Address of Business _____

Telephone _____ Email _____

Property Owner (if different from Applicant)

Name _____

Mailing Address _____

Telephone _____ Email _____

Proposed façade/Storefront Renovation Project

Written description of proposed project _____

Anticipated completion date _____

Cost Estimates for Improvements:

Exterior Façade Rehabilitation \$ _____

Awnings/Sign Work \$ _____

Façade Lighting \$ _____

Street to store front entries, \$ _____
first floor door and window
repairs & replacements

(Please note that any parking
structure upgrade MUST
be part of a larger, building
façade upgrade)

Total Estimated Cost \$ _____

Grant Request Amount \$ _____

Supporting documentation attached (check items and submit 3 sets):

1. _____ Two (2) different photographs of entire façade and/or areas of work.
2. _____ Copy of Property Title Opinion.

Next Steps:

1. If the building or structure located on the applicant's real property is over fifty (50) years in age, then the application MUST be reviewed and commented on by the Kentucky Heritage Council per federal regulations overseeing Community Development Block Grant funds. Allow at least thirty (30) additional days for this process. In addition, the Business shall pay for and provide the City's Housing and Community Development staff with the results of an Environmental Review

Record, prepared by a licensed environmental firm, in accordance with HUD Environmental Regulations found at 24 C.F.R. § 58.15.

2. After #1 is completed, if required, the Applicant will execute an Agreement with the City of Owensboro within thirty (30) days of the application's approval with terms and conditions in substantial conformance with the sample agreement attached hereto.
3. Work commences.

Note: Work performed with funds awarded under this grant program must be completed within 365 calendar day of the execution of the Agreement with the City.

Property Owner(s) Signature:

Print Name: _____

Title: _____

Signature: _____

Date: _____

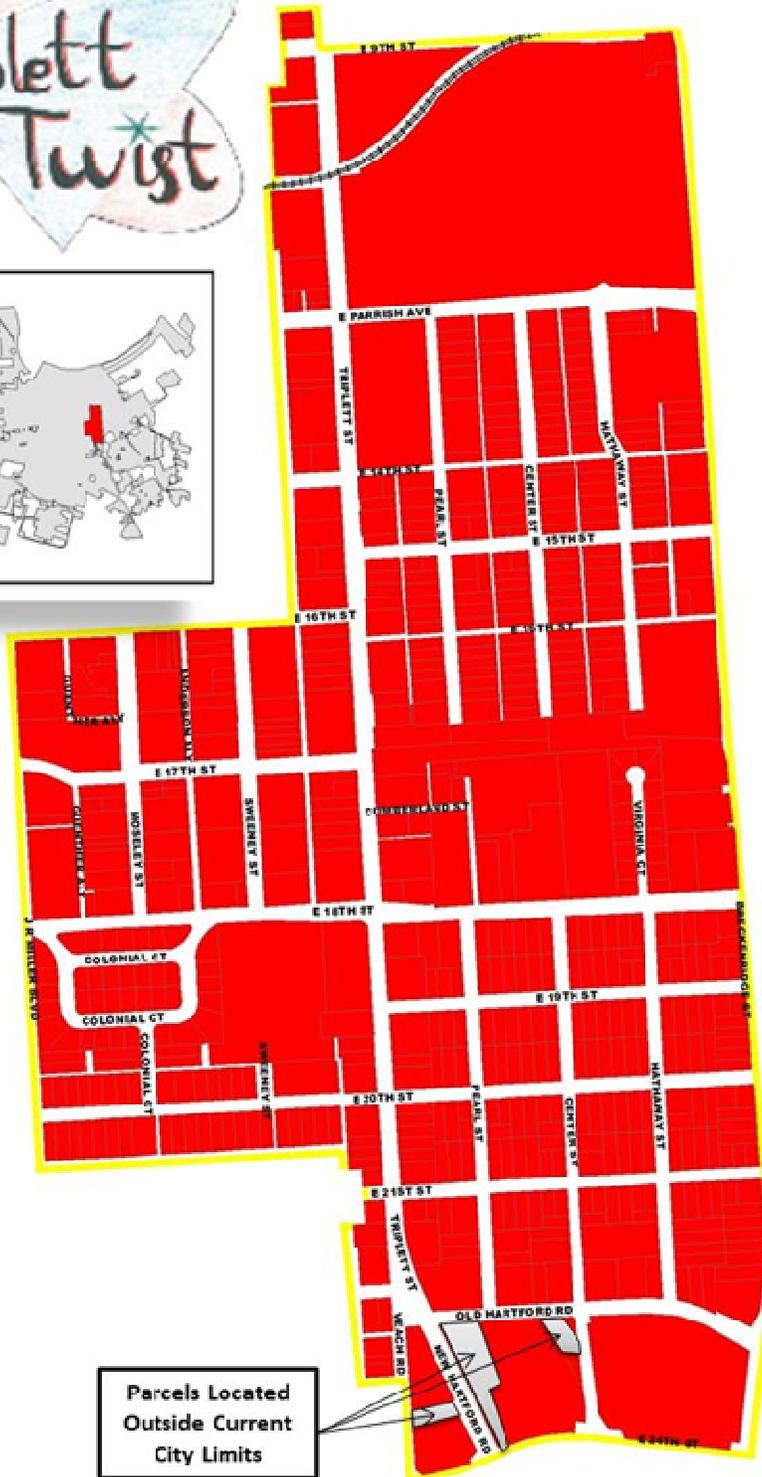
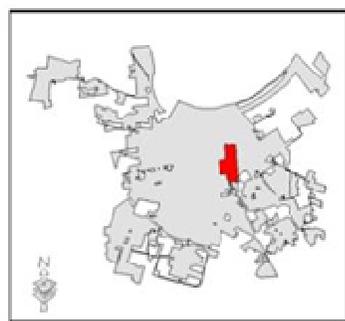
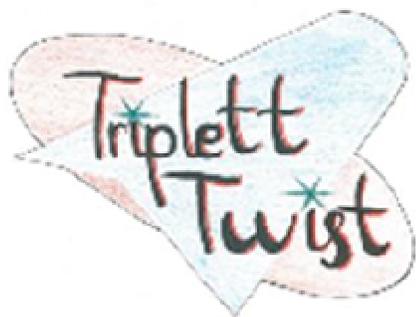
Print Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT B



Parcels Located Outside Current City Limits

EXHIBIT C

**CITY OF OWENSBORO / COMMUNITY DEVELOPMENT
DEPARTMENT
*PROCEDURES AND GUIDELINES FOR THE
TRIPLETT TWIST
REDEVELOPMENT PLAN AREA***



TRIPLETT TWIST Business Façade Enhancement Grant Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between **CITY OF OWENSBORO, KENTUCKY**, a municipality of the home rule class, 101 East Fourth Street, P. O. Box 10003, Owensboro, Kentucky 42302-9003, (hereafter referred to as “City”), and [BUSINESS, address, Owensboro, Kentucky, 4230__ (hereafter referred to as “Business”). The City and Business may be collectively referred to as the “Parties” throughout this document.

RECITALS

WHEREAS, the City has created a program financed through the use of Community Development Block Grant (CDBG) funds under the economic opportunity objective, and blight removal objective, defined in the Triplett Twist Neighborhood Redevelopment Plan (approved in Municipal Order 13-2015) to carry out a Façade/Storefront Renovation 50% Matching Grant Program with businesses eligible for participation in the program; and

WHEREAS, the purpose of the Façade/Storefront Renovation 50% Matching Grant Program (hereinafter referred to as “Program”) is to encourage the improvements and renovations of the Triplett Twist District (TTD) building facades, with the goal that such investments will generate new business development and serve to improve the overall economic condition of the City of Owensboro. Reimbursement shall not exceed Ten Thousand Dollars (\$10,000.00); and

WHEREAS, the objective of the Program is to provide a financing mechanism which will make business improvements in the TTD financially feasible or economically more viable than it would be without the benefit of this Program, and that such inducements will help maintain and expand business activity and attract new business investments which might otherwise not occur; and

WHEREAS, the City has determined that the activities to be undertaken by the Business fit the criteria established under the Program.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

Section 1. Scope of Services.

The Business shall perform the following services in connection with and respecting the project:

- [This section will describe the scope of work that will be carried out by the Business in renovating its façade/store-front].

Section 2. Time of Performance.

The Business must complete the project within one calendar year (365 days) of the date of this Agreement.

Section 3. Method of Payment.

The Business will provide the City of Owensboro with the full match payment for the projects agreed upon at which time, the funds will be placed in a secure account with the City of Owensboro. Itemized invoices will be submitted to the City of Owensboro for inspection and payment to the contractor(s).

Section 4. Termination of Agreement.

(1) The City may terminate this Agreement anytime by providing thirty (30) days written notice to Business of intent to terminate. In such event, all finished or unfinished documents, data, studies and reports prepared by the Business under this Agreement shall, at the option of the City, become its property, and the Business shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

(2) Notwithstanding the above, the Business shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Agreement by

Business, or any breach of the Agreement by the Business, and the City may withhold any payments to the Business for the purpose of setoff until such time as the exact amount of damages due the City from the Business are determined.

Section 5. Changes.

The City may, from time to time, request changes in the scope of the services of the Agreement. Such changes, which are mutually agreed upon between the City and the Business, shall be incorporated in written amendments to this Agreement.

Section 6. Assignability.

The Business shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Business from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

Section 7. Audit.

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Business which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transactions.

Section 8. Equal Employment Opportunity.

In carrying out the program, the Business shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Business shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited, to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Business shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

Section 9. Owner of Project Materials.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Business

under this Agreement shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Business may, at no additional expense to the City, make and retain such additional copies thereof as Business desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Business be released to any person, agency, corporation, or organization without the written consent of the City.

Section 10. Jurisdiction and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without reference to conflicts of laws principles. The parties hereby agree that the State and Federal Courts of Daviess County and the Commonwealth of Kentucky shall have exclusive jurisdiction to hear and determine any claims or disputes pertaining directly or indirectly to this Agreement or any matter arising therefrom or relating thereto.

Section 11. Personnel.

The Business represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City. All of the services required shall be performed by the Business, or under its supervision, and all personnel engaged in the work shall be fully qualified and have a business license issued by the City of Owensboro. All personnel employed by Business shall be employed in conformity with applicable local, state or federal laws.

Section 12. Subcontractors.

The Business shall not employ any subcontractors to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the City of Owensboro.

Section 13. Insurance and Indemnification.

(1) Prior to commencement of work, Business shall procure and at all times maintain with an insurer acceptable to the City, the following minimum insurance protecting the Business and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Business's negligent operations in connection with the performance of this Agreement.

LIMITS

- | | | |
|----|--|-----------------|
| A. | Worker's Compensation | Statutory. |
| B. | Comprehensive General Liability
combined single unit. | \$500,000 |
| C. | Professional Liability/Errors & Omissions | Not applicable. |

(2) Business shall provide City with certificates evidencing such insurance as outlined above **prior** to beginning any work under this Agreement. Such certificates shall provide thirty (30) days advance written notice to City of cancellation, material change, reduction of coverage, or non-renewal, and except for Workers Compensation insurance, shall list the City as an additional insured.

(3) In addition, upon request by the City, Business shall provide City with copies of insurance policies and/or policy endorsements listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Business's obligations hereunder.

(4) Business agrees to forever indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Business.

(5) The Business shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

Section 14. Kentucky Claims Against Local Government Act.

The City does not waive any right or rights it may have and specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Kentucky Claims Against Local Governments Act in KRS Chapter 65.200 et seq.

Section 15. No Third Party Beneficiary Rights.

The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or

equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

Section 16. Mechanic's Liens.

The Business shall not do, or suffer anything to be done, whereby the building, or any part thereof, may be encumbered by any mechanic's or other similar lien and if, wherever and as often as, any mechanic's or other similar lien is filed against the building, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the building done by, for or under the authority of the Business or anyone claiming by, through or under the Business, the Business shall discharge or cause to be discharged the same of record within thirty (30) days after the date of filing.

Section 17. Other Terms and Conditions.

This Agreement shall include the following, which are attached hereto and incorporated herein:

- (1) Information and Applicant Requirements;
- (2) The Business Façade/Storefront Enhancement Application (Exhibit 1);
- (3) Map of the Triplett Twist Development area; and
- (4) A copy of any communication from the Kentucky Heritage Council with comments about the proposed project, if the building exceeds fifty (50) years of age.

Section 18. Extent of Agreement.

This Agreement represents the entire and integrated Agreement between the City and the Business, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both the City's and the Business' authorized representatives. The City and the Business each individually represent that they have the requisite authority to execute this Agreement and perform the services described herein.

IN WITNESS WHEREOF, the parties hereto are legally bound and have executed this Agreement as of the date first above written.

CITY OF OWENSBORO:

Ron Payne, Mayor

ATTEST:

Beth Cecil, City Clerk

[BUSINESS]

[Printed Name]