

## CHEVIOT COMMERCIAL FAÇADE IMPROVEMENT AGREEMENT

THIS Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Cheviot, Ohio (hereinafter referred to as the “City”) and the following designated Owner / Lessee \_\_\_\_\_, concerning the property identified as \_\_\_\_\_.

**WHEREAS**, the City of Cheviot has established a Façade Improvement

Program for commercial and mixed-use properties within the Business A, B, B-OZ, and B-1 zoning districts.

**WHEREAS**, the purpose of said Façade Improvement Program as administered by the City is to:

1. Control and prevent blight and physical deterioration of commercial properties in these zone districts;
2. Improve the aesthetic and physical appearance and condition of commercial facades;
3. Serve as a stimulus or generator for improvements to nearby buildings;
4. Stimulate investment for these properties;

**WHEREAS**, qualifications to apply for grant are:

1. Building is located in the Business A, B, or B-1 zone district.
2. Building owner or lessee (with notarized approval from owner).
3. Applicant is in good standing regarding property tax payments and Cheviot code violations.
4. Construction work to be done by an independent and qualified contractor (provide tax ID number).
5. Agreement to fund 100% of project costs up front and receive grant funds as reimbursement.
6. Submitted evidence of financing/equity equal to the total project cost (official bank letter).

**WHEREAS**, eligible projects include:

1. Façade improvements are strictly for the exterior of the building fronting a public street (e.g., corner buildings with 2 sides)
2. Repair/replace/preserve (including the exposure and cleaning) historically significant architectural details

3. Cornice repair and exterior trim work
4. Exterior painting
5. Permanent exterior lighting signage affixed to the building
6. New or replacement signage affixed to the building
7. Awnings and canopies signage affixed to the building
8. Repair, replacement, or addition of entrances, doors, display windows
9. Removal of incompatible exterior finishes and materials (e.g., false fronts such as aluminum panels)
10. Restoration of exterior finishes and materials, including tuckpointing if painting or surface refinishing is included with the grant application

**WHEREAS**, the City shall evaluate and award grants subject to the following criteria:

1. Demonstrated need for project
2. Project improves appearance of building
3. Serves as a stimulus or generator for improvements to nearby buildings
4. Overall impact of the project on the business district
5. Under contract for additional improvements to same façade beyond this grant request

**WHEREAS**, pursuant to this program, the City will at its sole discretion consider, evaluate, and approve applications for reimbursement grants to eligible property owners / lessees for the costs of eligible exterior improvements to commercial establishments, up to a maximum of eighty (80) percent of the approved contract cost of such improvements with a minimum project of \$5,000 and a maximum project of \$30,000; and

**WHEREAS**, the Owner / Lessee desires to participate in the Façade Improvement Program, and make the agreed to and specified improvements pursuant to the conditions and terms of this Agreement;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements obtained herein, the City and the Owner / Lessee do hereby agree as follows:

1. With respect to the façade improvements, the City shall reimburse the Owner / Lessee for the cost of improvements to the Owner's property at the rate of eighty percent (80%). The actual total project amount per this Agreement shall not exceed \$30,000 (twenty percent (20%) to be covered by the Owner / Lessee. The improvement costs, which are eligible for City reimbursement, include all labor, materials, and equipment for the proper execution of the work as shown on the plans, design drawings, specifications, and estimates approved by the City. Such documents, and a bid / budget estimate for proposed improvements, are attached hereto as **EXHIBIT "A": Estimated Budget for Proposed Exterior Improvements**
2. The Owner / Lessee acknowledges and accepts that the following are ineligible costs, and that no grant funds shall be used for:

1. Improvements to any church, college, institutional, other religious, public school, or primarily residential purpose or use;
  2. Improvements for franchise businesses
  3. Routine building maintenance and repair (incidental repairs that do not materially add to the value of the property, but keep it in efficient operating condition.)
  4. Payments for the applicant's own labor or other in-kind costs
  5. See-through security gate or grills over windows
  6. Interior improvements, including HVAC
  7. Roof or related eavestrough improvements
  8. Alterations that decrease accessibility for people with disabilities
  9. Temporary, portable, or non-permanent improvements
  10. Payment of architectural, engineering, design, or other professional consulting fees
  11. Site improvements such as landscaping, sidewalks, or parking areas
  12. Projects already underway or started prior to receiving written approval for this program
  13. Funds cannot be used to correct property damaged by collision, acts of nature, or occurrences covered by insurance
3. The Owner / Lessee agrees that this Agreement shall not be executed, and that no improvement work associated with this Agreement, shall commence and be undertaken until all City permits have been applied for and approved.
4. The Owner / Lessee agrees that all associated work shall be completed by October 1, 2023, unless there is a demonstrated hardship, save and except private financing. **All conditions in this agreement to payment of grant funds shall be completed and/or submitted to the City of Cheviot by October 31, 2023.**
5. The Owner / Lessee agrees that the City shall not make any payment for reimbursement until all of the permitted work has been fully and finally inspected, and approved by the City per Code requirements, as well as an inspection to satisfy the completion of work associated this Agreement.
6. The Owner / Lessee agrees that upon completion and final inspection, and prior to the payment of grant, the Safety Service Director shall receive:
1. a notarized copy of the contracted work showing a full, itemized list of all equipment, labor, materials, and associated work used for the agreed-to improvements and eligible for grant reimbursement;

2. Release of lien/proof of payment from the contractor.
3. a notarized statement, or copy of cancelled check showing proof that payments have been made;
4. Certificate of Completion / Occupancy.
7. The Owner / Lessee agrees that upon completion of the improvements, no substantive alterations, changes to or removal of the façade or storefront shall occur that would materially damage, destroy, or remove the work performed, or undermine the intent and basis of this Agreement, for a period of three (3) years, save and except as such changes as new tenant signage, minor changes that are consistent with prior work, or would not detract from completed work paid for with Façade Improvement funds.
8. The Owner / Lessee agrees to acknowledge the support of the City and Hamilton County during the construction of the proposed work. The City may provide a format for signage and/or press releases, which may also be used on the City's newsletter, website, or related media.
9. By signing this Agreement, Owner / Lessee hereby grants full permission for the City to have limited use of any pictures taken of the Owner's façade for promotional, press news releases, and similar marketing purposes related to this program and its funding, free of any charge or fee.
10. The Owner / Lessee agrees that **failure to comply with the above provisions shall terminate the financial obligation listed herein, and this Agreement shall become null and void.**
11. The City shall only award one grant per property per the duration of this program.
12. The Owner / Lessee agrees to hold the City of Cheviot, its officers, directors, agents and employees harmless, and to indemnify them against all claims, expenses and liability as a result of loss or injury arising from the improvements and work associated with this Agreement.
13. This Agreement shall not be modified except by the mutual written consent of the parties hereto. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.
14. Severability: If any part, clause, provision or condition of this Agreement is held to be void, invalid, or inoperative, such part, clause, provision or condition will be severed and will not render invalid the remaining portions of this Agreement.
16. This Agreement shall not be modified, amended or assigned except by prior written acceptance by the City Council and the Owner / Lessee their authorized agent, or representative.

IN WITNESS WHEREOF, the City and Owner / Lessee have entered into this Agreement as of the Effective Date.

**City of Cheviot, Ohio:**

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

Dated: \_\_\_\_\_

**Owner:**

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

Dated: \_\_\_\_\_