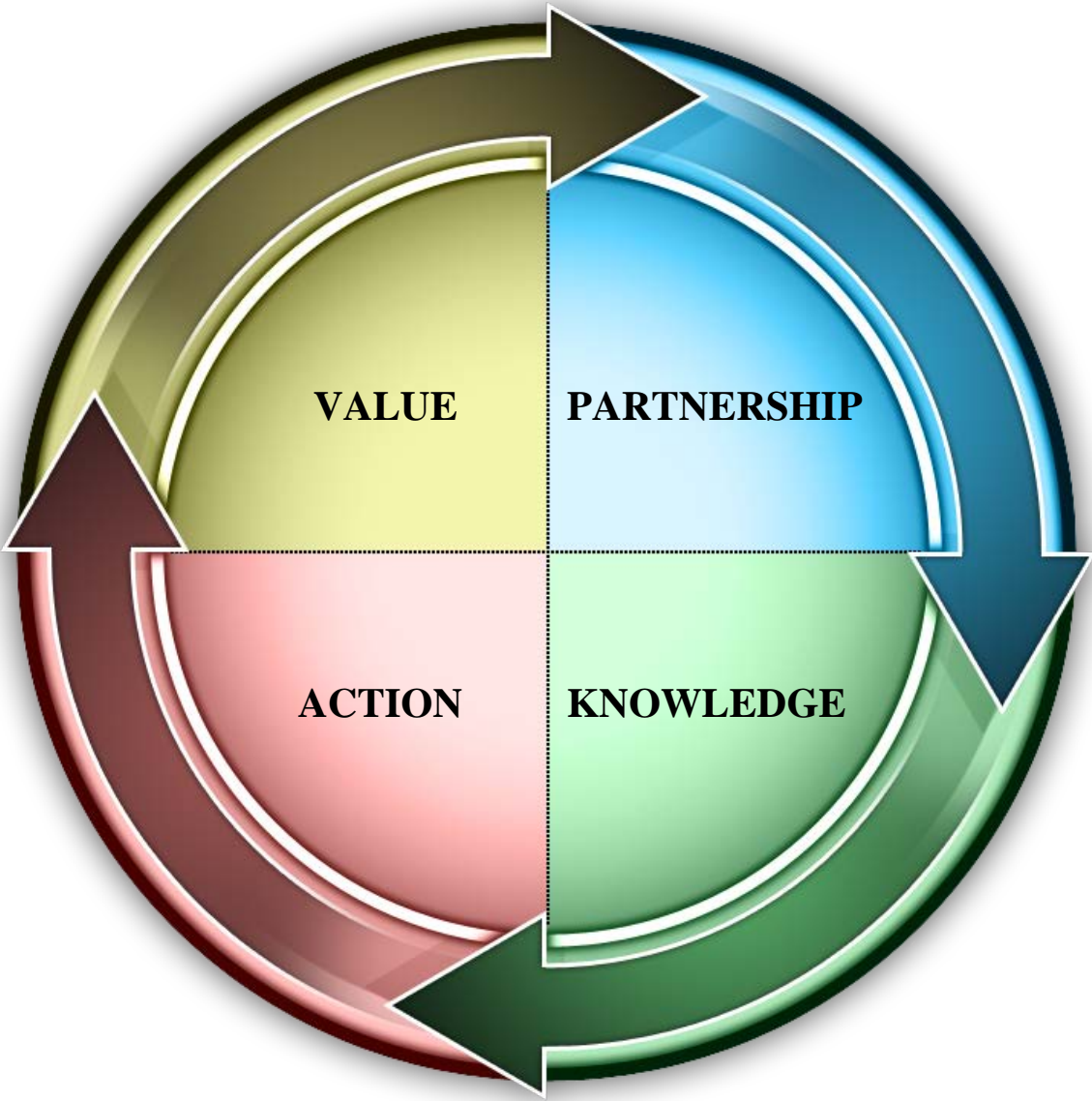


FAÇADE & SITE IMPROVEMENT PROGRAM



FAÇADE & SITE IMPROVEMENT PROGRAM Guidelines

I. OBJECTIVES OF PROGRAM

- A. Provide financial assistance to commercial property owners to assist in the improvement of structures and sites for purposes of redevelopment, economic development, removal of non-conformities or removal of blight.
- B. Elimination of existing or potential blighting influences and their spill-over effect to adjacent properties and neighborhoods.
- C. Encourage an increased sense of responsibility with regard to property maintenance.
- D. Encourage the re-use of properties to a more appropriate and sustainable use.
- E. Encourage compliance with the city of Kettering Zoning Code.

II. APPLICANT ELIGIBILITY

- A. Applicants must be the Owner (Owner) of a property.
- B. Applicants must be the fee simple owner of record; agree to use the property in a lawful manner with regard to occupancy, zoning ordinance, and the property maintenance code; be legally competent; maintain the premises in a decent, safe and sanitary condition pursuant to applicable codes and ordinances; and pay all insurance and property taxes annually.
- C. Applicants shall owe no delinquent property taxes.

III. ELIGIBLE ACTIVITIES

- A. The City of Kettering Façade & Site Improvement Program is available for exterior building façade or site improvements in order to bring buildings and site into conformance with the Kettering Zoning Code; removal of blight; and economic development activities. Due to the fact that financial resources are limited, availability of individual programs cannot be guaranteed.

B. Eligible and Ineligible Uses of Funds

1. Funding may be used for exterior building improvement and other exterior site improvements in order to bring the building and site into conformance with the city of Kettering Zoning Code, Property Maintenance Code and Building Codes.
 2. Ineligible Uses of funds include but are not limited to:
 - Interior redecorating or any other non-code violations;
 - Purchase, refinance or leasing of capital equipment;
 - Purchase, refinance or leasing of non-capital equipment;
 - Financing or refinancing of inventory, prior repairs and purchases;
 - Financing of working capital;
 - Payment of property taxes or assessments;
 - Construction of new building additions (unless necessary to provide for ADA accessibility compliance or code-compliant egress); and
 - Any modifications not approved at final inspection by the city of Kettering Planning and Development Director (Director).
- C. Façade or site improvement activities under this program must meet all the standards required in the “General Program Requirements” found in [Attachment B](#).

IV. PROPERTY ELIGIBILITY CRITERIA

- A. The property must be located entirely within the corporate limits of the city of Kettering (the City) and be located in a Façade & Site Improvement Program Designated Area depicted in the [Attachment A](#).
- B. The property use, site landscaping, signs and façade must be brought into full compliance with the city of Kettering Zoning Code.
- C. The property use, site, landscaping, signs and façade must be brought into compliance with the adopted city of Kettering Wilmington Pike Improvement Plan, Kettering Comprehensive Plan and any other adopted plans.

V. TERMS AND AMOUNT OF GRANT

- A. The Façade and Site Improvement Program Grant is a reimbursable grant for which the Owner will be reimbursed at the successful conclusion of the project, after certification of project cost and verification of compliance with the approved agreement in accordance with the Payment Procedures specified below.
- B. The maximum amount of the grant from the City is one half of the total cost of façade and/or site improvements eligible under this program up to and not to exceed \$25,000. Funding is limited and contingent on City’s receipt of appropriated funds.

VI. PROGRAM PROCEDURES

- A. Applications may be submitted throughout the year. If funding is not available, the applicant may be placed on a wait list or offered other alternatives.
- B. A pre-application meeting or phone interview will be made available to provide preliminary eligibility screening. Potentially eligible applicants will be invited to set up an appointment to complete the full application document or mailed an application packet.
- C. Applications must be complete with appropriate documentation attached (copy of property deed and tax and utility payments) and filed with the City at:

**City of Kettering Government Center
Attention: Planning and Development Director
3600 Shroyer Road
Kettering, Ohio 45429**

VII. CONTRACTOR SELECTION

- A. After the Owner and the City have agreed upon and approved the work specifications, the Owner will then select a contractor to complete the work.
- B. The following procedures will apply to all façade or site improvement projects:
 - 1. The Owner will have site and elevation drawings completed detailing the improvements to be made. Once the scope and details of the improvements are agreed upon and approved by the Owner and the City, the Owner will prepare bid documents including all the standards required in the “General Program Requirements” found in [Attachment B](#) to secure bids. The Owner must make every attempt to secure a minimum of three bids for the project.
 - 2. The Owner chooses at least three contractors to invite to provide bids. every contractor shall have insurance, proper licensing, and understanding of local codes. Before the contract is awarded, the contractor will have to provide proof of insurance and his/her tax identification number. It is the Owner’s responsibility to check references and judge whether or not the contractor will provide satisfactory work.
 - 3. Bids from contractors are to be secured by the Owner within 21 days (three weeks) from the date the bid forms are accepted by Director. It is important that the time requirement be met. Without an adequate number of bids on the specified due date, the project may have to be re-bid, which will extend the project by another three weeks. The Owner is advised to clearly communicate to contractors that they expect them to inspect the site as soon as possible and emphasize that their bids be returned by the due date.

4. Contingency Fund Set-aside: The contractor's bid does not include extra funding for tasks not listed in the specifications. It is not unusual to discover unexpected additional problems once the work commences. Examples would be unknown underground storage tanks, unidentified contamination, abandoned utilities or previous work that is not in compliance with codes and current health and safety standards. Therefore, after a discussion with the Owner, the grant amount might include a contingency amount. These funds are only for unforeseen tasks that MUST be completed as a pre-requisite to the specified façade or site improvement. The funds will not be dispersed without a written change order signed by both the Owner and the Director.
5. All bids must be written on a line item basis; that is, for each item on the specifications, the contractor must state the price of that item. Contractors will provide two (2) copies of their bids: one sealed bid delivered to the Owner and a second delivered to the Director.
6. The Owner and the Director or designated representative, will meet to open and review the bids. The lowest qualifying bid will be evaluated; however, the Owner may select any qualified contractor whose bid is within 15% lowest bid.
7. An improvement conference is held at the property. The meeting will include the contractor(s), the Owner, and City staff. The purpose of the meeting is to review the details of the façade or site improvement and time schedule. The general contractor must identify all subcontractors that will be involved in the project.
8. The contractor is required to begin the façade or site improvement project within 45 days of receiving the Notice to Proceed and complete the project within 30 days of the Notice to Proceed. It is the Owner's responsibility to have the work area cleared of personal possessions that might get in the way of the contractor. It is the Owner's responsibility to provide oversight as the construction is completed.
9. It should be noted that the contractor may be responsible for liquidated damages for not completing the project in a timely manner. The Owner should make note of any weather or supply chain problems that would allow the contractor's time of performance to be extended.

VIII. CONSTRUCTION PROCEDURES

A. Procedures for Starting Work:

1. Once the agreement has been signed, a Notice to Proceed order will be sent to all selected contractors, sub-contractors, and/or the Owner.

2. The contractor is required to begin the façade or site improvement project within 45 days of receiving the Notice to Proceed.
 3. Contractors or the Owner must notify the City 24 hours before beginning construction, by phone or, email.
 4. The contractor ensures that all required permits are secured prior to commencing work. It is the Owner's responsibility to verify all appropriate permits have been issued.
- B. During construction, the City will conduct weekly inspections, and upon completion will conduct a final inspection.
- C. Change orders are discouraged. If a required change order to the original contract arises, then it can only be incorporated into the grant when approved by both the Owner and the City. If a change order is required that exceeds the original grant amount then the Owner can apply for an increased grant amount not to exceed the terms of this program or pay the contractor directly for costs incurred.
- D. It is the Owner's responsibility to monitor construction daily. The City will be monitoring construction at a minimum of once a week.
- E. The Owner, in consultation with the City will determine if all terms and conditions of the contract have been followed strictly. If the work has not been completed properly, The Owner shall instruct the contractor to make the necessary corrections.
- F. After the completion of the necessary corrections and approval by the City, if the Owner is still not satisfied, they must contact the Better Business Bureau, Dayton, Ohio for their arbitration program as provided in the Owner/Contractor Agreement. The arbitration program is available to either the Owner or a contractor. The party desiring such arbitration shall give written notice to the other party, specifying the specific issue that is to be arbitrated. A decision by the arbitrator shall be binding and conclusive upon the parties. Each party shall pay its own attorney fees, if any.

IX. PAYMENT PROCEDURES

- A. When the Owner is ready for payment, he/she shall submit an invoice for all completed items and arrange a time for the City to inspect the job site to verify all completed items specified in the agreement. The invoice must be submitted to the City one week before the Friday payment is expected.
- B. The invoice shall be on a line item basis corresponding with the line items on the façade or site improvement contract.

- C. The invoice must be approved, signed and dated by the Owner, contractor and Director.
- D. The Owner will be paid for 80% of completed items until final payment, at which time all holdbacks will be released. If there is a dispute between the Owner and contractor concerning improper workmanship or materials, the City reserves the right to prepare and release the check if the City determines the work has been completed in a satisfactory manner.
- E. Release of Checks:
 - 1. Checks are issued on Fridays after 3:00 p.m.
 - 2. The Owner will need to sign an Affidavit of Payment to the Contractor in the presence of a notary before the check will be released. The Owner must list any contractor, subcontractor or supplier who has not been paid for completed work or material on this affidavit.
 - 3. All contractors will sign a release of lien at the time of final payment.

X. DISCLAIMER

All program participants, by applying for a grant through the program, waive, release, and forever discharge all actions, causes of action, and claims against the City, its elected officials, officers, employees, and volunteers that arise out of the program participant's participation in the program and agree to protect, defend, indemnify and hold City, its elected officials, officers, employees and volunteers, free and harmless from such actions, causes of action and claims.

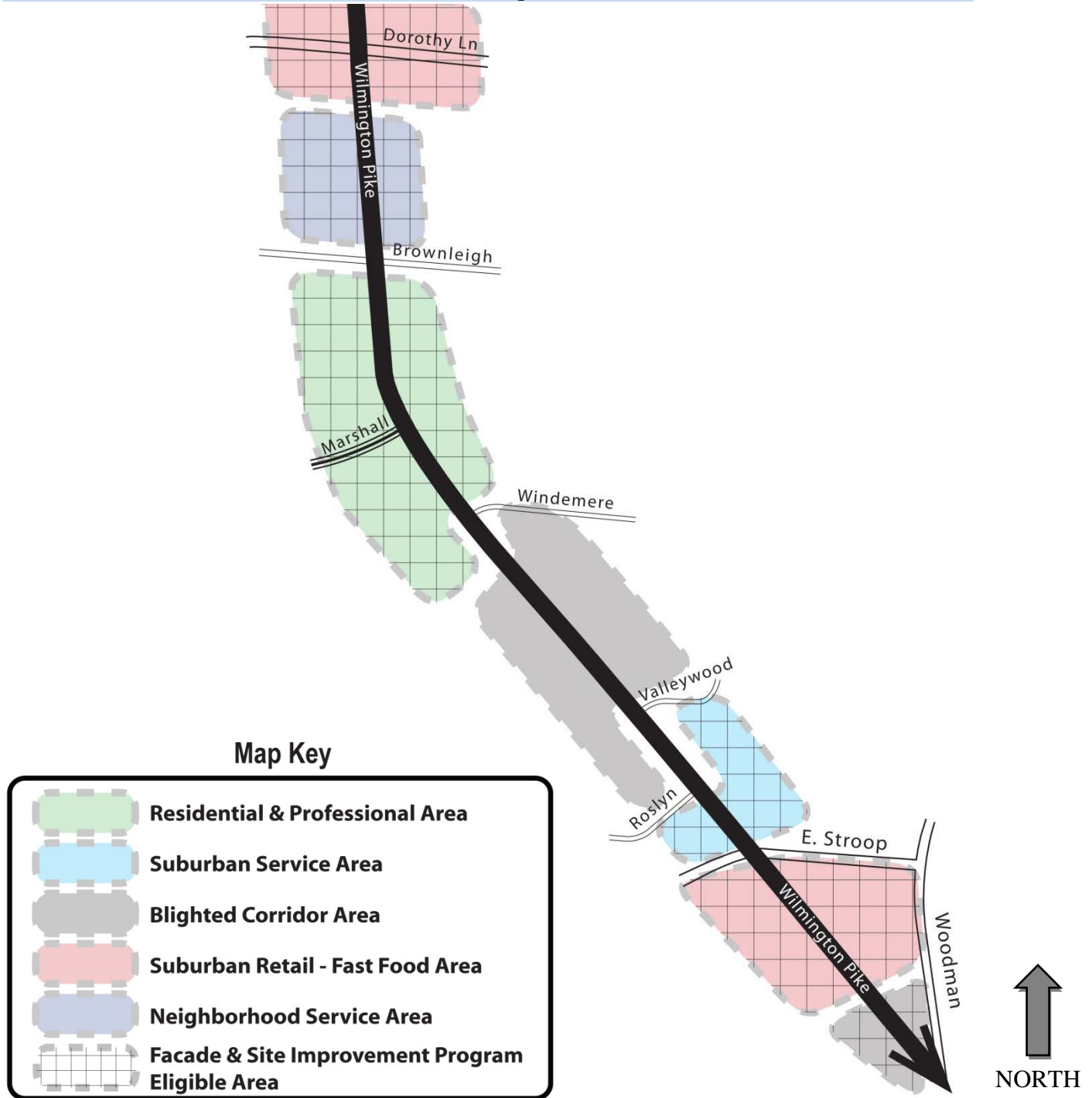
FAÇADE & SITE IMPROVEMENT PROGRAM Designated Areas



ATTACHMENT A

City of Kettering

FAÇADE & SITE IMPROVEMENT PROGRAM
Designated Areas (continued)



ATTACHMENT B

City of Kettering

FACADE & SITE IMPROVEMENT PROGRAM General Project Requirements

I. Safety & Security of Premises

The Owner shall be responsible for the secured control and safety of the premises throughout construction/façade or site improvement. Reasonable control measures shall be made to prevent the unauthorized entry of non-project related persons. Measures may include, but are not limited to, construction locks or lock boxes at entry doors and temporary barricades. Trenches, ditches or other excavations that are falling or tripping hazards shall not be left unattended unless protected by temporary fencing or other barrier designed to prevent unauthorized entry.

II. Daily Activities:

- A. Generally, all contractors, suppliers and their agents and employees shall maintain a respectful demeanor toward the neighborhood and community while on-site. As such, the Contractor, including all subcontractors and their respective employees, shall uphold the terms of the "Character of Workers" clause contained in the City of Kettering General Specifications issued herewith.
- B. Additionally, it is of utmost importance that the project site is maintained in as clean and orderly fashion as is reasonably accomplished by the on-going construction activities (e.g. broom swept and organized at the end of each work day).

III. Project Closeout

- A. At least three (3) days and no more than five (5) days prior to completion of the work specified herein, the Owner shall schedule a Punch List Walk-thru meeting with the City representative. During the meeting, the satisfactory completion of the work will be determined and any outstanding items or corrections will be identified in the Project Punch List issued by the City.
- B. Within three (3) days after completion of the punch list activities and final acceptance of the work, the Owner shall deliver to the City representative, along with the final pay request, the following Closeout Documents: Copies of all permits, inspection reports, and approval notices from the City of Kettering Building Department, City of Kettering Engineering Department (for work in the public right of way), Montgomery County Water and Sewer Department, Montgomery County Health Department (for abandonment of private water systems), and any other entity having jurisdiction and requiring a permit for activities associated with this site. Lien Waiver documents

from the Contractor and all subcontractors are also required. Approval of final pay request and release of any retainages by the City shall be contingent upon receipt of all closeout documents.

IV. Photographs

The contractor shall provide before, during and after photographs of the façade or site improvement process to the City.

V. Project Permits and Notices

A. A construction or zoning permit must be obtained from the City of Kettering - Planning and Development Department. A permit for work to be done in the public right-of-way must be obtained from the City of Kettering - Engineering Department (if necessary).

B. Any and all permits required from agencies other than the City must be obtained prior to initiation of construction activities.

VI. Safety Precautions

A. The Contractor shall be responsible for initiating, maintaining and supervising all appropriate safety precautions and programs in connection with the performance of the façade or site improvement.

B. In the event the Contractor encounters material on site reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other suspect material which has not yet been rendered harmless, the Contractor shall immediately stop work in the affected area and report the condition to the City. A written report identifying the suspect materials and/or conditions shall be submitted to the City within one business day. Work shall remain on hold until written notification by the City has been issued explaining that the suspect materials have been rendered harmless or made to be in conformance with all applicable laws and regulations.

C. Safe working conditions shall be maintained at all times. Contractor shall use all precautions necessary, such as suitable guard rails, barriers and warning lights, especially at excavations, to provide necessary protection for workers, the public, and inspectors visiting the site.

VII. General Requirements:

A. Debris control shall be maintained at all times in accordance with the applicable requirements of the Ohio Building Code and Ohio EPA regulations, safety of adjacent structures, dust control and disposal procedures. Contractor shall provide all necessary drop cloths, dust screens, chutes and water sprays necessary to maintain and limit dust to the lowest possible levels practical. Roofing membranes, shingles and other roofing debris shall be prevented from falling or being blown onto adjacent and neighboring properties. All debris shall be removed each day from the streets, adjoining walks and properties.

- B. Debris shall be removed from the site in an approved carrier to legal disposal sites in accordance with local ordinances and applicable environmental regulations. The use of burning or explosives is strictly prohibited.
- C. Adjacent properties and items scheduled to remain on project property shall be protected from damage at all times. All shrubs and trees in working areas shall be protected by the use of appropriate barriers and/or guard shields of adequate strength to protect same. Contractor is to restore and correct all damage caused in the performance of his work using materials and workmanship matching the quality and type of damaged area or item.
- D. Contractor shall be responsible for keeping streets, sidewalks and other areas in the public right-of-way free of mud and/or debris as a result of façade or site improvement activities, including hauling and grading activities.
- E. The Contractor shall not obstruct or close streets, walks or other occupied facilities without permission from the authorities having jurisdiction. In the event of a closure, alternate routes shall be provided for the safe passage of traffic and/or pedestrians.

VIII. Topsoil & Seeding:

- A. Bare dirt and fill areas shall be covered with a minimum 4-in. of topsoil. Topsoil provided shall consist of loose, friable, loamy material without admixture of subsoil or refuse. Provided topsoil shall be free of grass, brush and roots.
- B. Finish grade shall be level, smooth and free of rocks and/or other debris. Grass seed shall be evenly sown onto the topsoil at a rate of 5-lbs. per 1,000-sq.ft. The seeded area shall be dragged, raked or otherwise treated to cover the seed to a depth of approximately ½ inch. Seeded area shall be covered with straw or other protective mulch.

IX. Asbestos:

Asbestos abatement, contracted separately, may occur prior to the Notice to Proceed being issued for façade or site improvement. The contractor shall not begin façade or site improvement until the Notice to Proceed has been issued.