



SALT LAKE CITY NEIGHBORHOOD BUSINESS IMPROVEMENT PROGRAM (FACADE)

PROGRAM OVERVIEW

BACKGROUND

The Neighborhood Business Improvement Program (NBIP) is one of the resources offered by Salt Lake City's Division of Housing Stability to strengthen the City's neighborhoods. Housing Stability utilizes federal funding to support local businesses by offering up to \$25,000 in grants to improve their façades. Increasing the street appeal of small businesses located within the City positively affects the surrounding neighborhoods through increasing the visual appeal of neighboring commercial areas and boosting the economy on a local level.

As identified in the 2020-2024 Salt Lake City Consolidated Plan, the "target area" includes the following westside neighborhoods: Fairpark, Jordan Meadows, Poplar Grove, Downtown, Central 9th, Ballpark, Central City, Liberty Well, and Glendale.

AMOUNT & TYPE OF ASSISTANCE

This program provides grants up to \$25,000 for a single project. Additional funding may be available through the Salt Lake City Economic Development Loan Fund (EDLF) Microloan Program (a separate application process is required). Grants will be awarded as funding allows. Preference will be given to applicants who contribute at least 25% of the overall project budget.

Example 1: Project Budget \$31,250 (New Front Doors and Awning)
Applicant is requesting a grant for \$25,000 and plans to contribute \$6,250.

Example 2: Project Budget \$10,000 (Gutter, Window and Sign)
Applicant requesting a grant for \$7,500 and plans to contribute \$2,500.

APPLICATION & GRANT TIMELINE

The application period will begin July 01, 2021 and close July 31, 2021. Late applications will not be accepted. Grants will be reviewed and scored during August 2021. Award and denial letters will be sent to all applicants roughly September 2021. The grant contract period will begin once the contract is executed and will end at fiscal year-end (June 30, 2022).

DESCRIPTION OF ELIGIBLE WORK

Salt Lake City's NBIP is funded with Community Development Block Grant (CDBG) and must comply with both CDBG and City requirements. Appropriate uses of the funds include the following:

Eligible Uses	
<p>Façade Improvements- <i>This includes any side of the building which is visible from the street.</i></p> <ul style="list-style-type: none"> • Architectural, design and related professional fees • Labor, materials and fixtures • Rehabilitation of exterior facades to recover and/or preserve significant historical and architectural features of the structure • Gutters and down spouts • Doors and windows • Exterior painting and attached exterior lighting • Siding and trim treatments including awnings and planter boxes • Soffit and Fascia • Fencing to enhance the outward appearance (height limit of three feet) 	<ul style="list-style-type: none"> • Appropriately scaled window areas for display or for looking into a retail business, restaurant, or service business, with lighting to facilitate night viewing • Signs that are integrated into the architecture of the building • Removal of barriers to access for people with disabilities • Addition or repair of awnings or shade mechanisms affixed to the building <p>Blight Improvements</p> <ul style="list-style-type: none"> • Interior Code Violations (e.g. accessibility, fire alarms, mold)
Ineligible Uses	
<ul style="list-style-type: none"> • Interior modifications (unless an interior code violation) • Parking lots and/or paving • Landscaping • Public sidewalks • Painting unpainted brick • Signage not affixed to the building 	<ul style="list-style-type: none"> • Equipment and furnishings • New construction • Property acquisition • Expansion of the building area • Other activities specifically prohibited. • Fencing in a height excess of three feet

**Note: Eligible activities must occur during the contract period to be eligible for reimbursement.*

PROGRAM ELIGIBILITY & REQUIREMENTS

TARGET AREA REQUIREMENTS

The project must be located within Salt Lake City's NBIP's target area (see Attachment A-2020-2024 Salt Lake City Consolidated Plan- Target Area Map). Projects on both sides of the street are eligible.

BUILDING/BUSINESS TYPE REQUIREMENTS

Applicants must have for-profit commercial buildings with facades visible from the street. Preference will be given to small¹ and local businesses. Buildings must be located on a commercial corridor with street access. Mixed-use commercial/residential buildings are eligible, but improvements must be limited to the commercial portion of the building.

If the building is currently vacant or blighted, the applicant has six months to arrange a tenant. For the purpose of the NBIP, blight is defined as an abandoned or vacant building in an area zoned for urban use and served by utilities that poses a threat to the health, safety, or welfare of the community. Blight can also be defined as a building with substantial physical dilapidation, deterioration, or defective construction of the building or infrastructure or significant noncompliance with current building code, safety code, health code, or fire code requirements or local ordinances.

OWNERSHIP REQUIREMENTS

Both business owners and property owners are eligible to apply for the grant. If the applicant is a tenant of the property, then permission from the property owner must be obtained. If selected for funding, a notarized letter from the property owner will be requested and will be party to the grant agreement. It is recommended that tenants have, at a minimum, 12 months remaining on their lease or an option to renew.

FEDERAL REQUIREMENTS

The NBIP extends assistance to eligible projects under 24CFR 570.202(a)(3). Because the program is funded with federal CDBG funding, all projects must comply with the CDBG program's National Objective, as follows:

- Benefit low- and moderate-income persons
 - The business has a service area that is a) primarily residential and, b) is comprised of at least 51% low and moderate-income residents. Low to moderate-income is defined as 80% of the area median income as published annually by HUD for Salt Lake County.
- Address/Remove blight on a spot basis.

Projects will be evaluated on a case-by-case basis to ensure eligibility with CDBG National Objective. Once a project is approved, applicants and contractors must agree to provide supporting documentation and comply with reporting requirements.

¹ Small Business Act (15 U.S.C. 631, 636, 637) <https://www.sba.gov/federal-contracting/contracting-guide/basic-requirements>

FLOOD INSURANCE

If the applicant's business location resides within the 100 Year Flood Zones, they are required to have flood insurance to receive Federal Funds. Before applying, please check <http://fema.maps.arcgis.com/home/index.html> to see if your business is located within the 100 Year Flooding Zones. If your business resides in the 100-year flood zone, you must show proof of existing flood insurance or include the cost of Flood Insurance in your "Sources and Uses".

Steps to Verify if an Address Resides Within a Flood Zone

- Go to <https://msc.fema.gov/portal/search?AddressQuery=brooklyn%2C%20ny#searchresultsanchor>
- Enter your address in the search bar.

OTHER PROGRAM REQUIREMENTS

- Applications will not be accepted for improvements already underway.
- All work must follow applicable permitting and code requirements, zoning, ordinances, and standard engineering practices.
- Projects are required to comply with the Davis-Bacon and Related Acts.
- Projects are required to comply with the Copeland Act, the Contract Work Hours and Safety Standards Act., and lead-based paint regulations.
- Projects will be submitted for an Environmental Review.
 - If the building is over 50 years old or resides within an Historic District, we will be required to receive a certificate of appropriateness from the State Historic Preservation Office (SHPO). This can take up to 30 days.
- Construction cannot begin until an executed contract is in place and the City's bid process is complete.
- All work and purchase of materials must go through a licensed general contractor.
- Any property that receives CDBG funds in excess of \$25,000 for improvements would be subject to a five year deed restriction recorded with the County and the City, to ensure that the funded improvements benefit the business or a similar business at the property during that time.

DESIGN REQUIREMENTS

- Façade improvements should make a noticeable contribution to neighborhood revitalization efforts.
- The proposed design should be consistent with the character of the neighborhood.
- Façade improvements should support and enhance pedestrian accessibility. Signs, windows, doors, and lighting should be pedestrian oriented.
- Improvements are to conform to local and national historic district guidelines, if applicable.
- Significant architectural features should be repaired and preserved rather than replaced. If replacement is required, design and materials should be consistent with the original historic character of the building.

APPLICATION & PROJECT COMPLETION PROCESS

1. APPLICATION & SUPPORTING DOCUMENTATION SUBMISSION

Please provide a complete application. Incomplete applications will not be reviewed.

Applications will be deemed complete upon submission of the following:

- Project details and supporting documents including:
 - Identified areas of the building to be improved (both in photo and description, such as, area east of the main entrance, from front east corner to west end of the building, around the doors or windows, etc.)
 - Existing type of surface and materials of areas to be refinished, altered, painted, etc., such as window or door frames material types.
 - Proposed type of new surface, materials, etc.
 - Signage must be attached to the building and have a reasonable description including size to determine if signage is considered a mural, non-religious, non-political, and allowed according to the zoning ordinance.
 - Confirmation that lighting is either:
 - Attached to building's exterior, or
 - An interior front window display
- Photographs of the building's current condition, including:
 - The façade
 - Please take a picture for every side which is visible from the street that you are proposing to make improvements on.
 - Specific areas where improvements will be made.
- Estimated budget:
 - Cite a source from a professional who has expertise in construction cost estimates.
 - These are price quotes (not bids). Applicants cannot obligate funds to any professional, contractor, architect, etc. until you have an executed contract and have followed the city bid process.
 - Use the "Sources and Uses" sheet to create an itemized list of all costs associated with your project.
 - Please indicate additional funds which would be used in case the project exceeds the maximum available grant, and/or if the grant award is less than the grant request.
 - If use includes significant property rehabilitation, provide plans drawn to scale.
- If the applicant is a tenant, a letter of support from the property owner must be included. If applicant is the property owner, a self-attestation to ownership must be included.
- All documentation or clarifications as requested by City staff.
- All applications must be submitted in Zoomgrants by the deadline. City staff will hold an Application Training session and provide application technical assistance if needed.

2. APPLICATION REVIEW

- City staff will screen to ensure proposed uses are allowed. This may include a referral to City's Design Review Team (DRT) to ensure proposed uses are allowed. If required, applicant may need to complete a DRT process/meeting before proceeding with their application.
- City staff will verify zoning requirements for the property including: 1) if the applicant's property resides within a flood zone, and 2) that all other Federal Requirements are met. If the applicant's property lies within the flood zone, they will be required to have Flood Insurance as part of their grant request. Please notate in the application if you already have Flood Insurance or have it listed as one of the items in your "Sources and Uses."
- The NBIP Selection Committee will evaluate all applications and grant awards to the proposed projects that are determined to have the greatest impact within the targeted areas. Notifications of award or denials will be sent roughly one month after the grant application deadline.
- The committee may make requirements or recommendations in line with the application's improvements. If the committee sets any requirements, they must be followed to obtain the grant award. For example, the committee might require the applicant to add a new garage door to their building, or specify the material being used within the project.
- City staff will perform an Environmental review according to CDBG guidelines. If the building is over 50 years old or resides within an Historic District. If a project is required to go to SHPO, then the process can take up to 30 days.

3. GRANT AGREEMENT

Following approval, the applicant will be required to enter and execute a grant agreement with the City to establish terms, conditions, and requirements for program participation (See Attachment B- *NBIP Boilerplate Example*). Any work completed prior to the execution of the Grant Agreement will not be eligible for reimbursement.

4. BID AND PRE-CONSTRUCTION

Applicant will work with the City to ensure that procurement and labor relations requirements are met. Pre-bid notifications must be publicly advertised for at least two weeks prior to pre-bid meeting. Attendance at the pre-bid meetings is mandatory for Contractors to be eligible to submit a bid. Contractors will have two weeks to submit a sealed bid after the pre-bid meeting. Bids will be opened publicly at a specified time and location by City Staff. Contractors cannot be promised work before the required bid process has finished. According to Federal Regulations, applicants are to use the lowest responsive and responsible bidder. Any or all bids may be rejected by the City if there is a sound documented reason.

5. CONSTRUCTION

Construction work shall commence once all approvals and permits have been received. All work must be completed within the contract period.

6. GRANT DISBURSEMENT

The City will reimburse applicants through progress payments as work and required documents are submitted. Reimbursements must be submitted in Zoomgrants. The reimbursement process can take up to two weeks from the time all required documents are received.

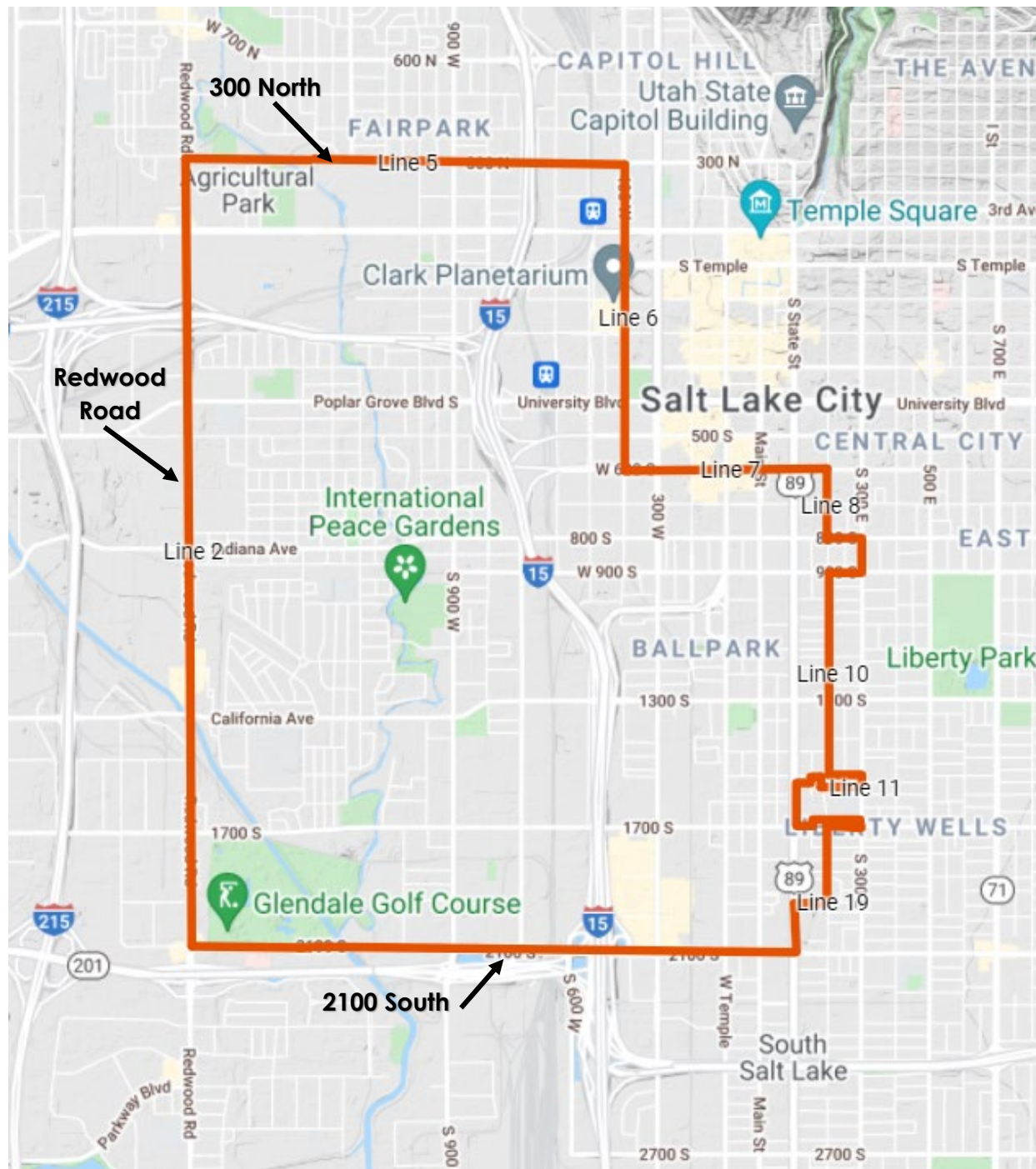
7. REPORTING

After the construction is completed, the applicant may be required to submit a review survey. Applicant may also be asked to give a testimonial of the project. City employees will go on-site to take before, during, and after photos to document the project.

DISCLAIMER

If an applicant uses an outside source to estimate price costs, applicants cannot obligate or promise funds to a professional, contractor, architect, etc. prior to an award of the bidding process taking place. The bidding process will take place after the signing of the contract. If applicant has any questions, please ask before proceeding.

Attachment A: 2020-2024 Salt Lake City Consolidated Plan- Target Area Map



Attachment B: NBIP Boilerplate Example

Salt Lake City Neighborhood Building Improvement Program Grant Agreement Owner

This Agreement is made by and between **SALT LAKE CITY CORPORATION**, a municipal corporation of the state of Utah (the "City"), and the Owner listed below, as of the date that the City Recorder attests the applicable City signature (which date shall be the recordation date).

A. The parties are entering into this Agreement pursuant to the regulations of the U.S. Department of Housing and Urban Development ("HUD"), Community Development Block Grant, 24 CFR Part 570 ("CDBG").

B. The City has agreed to provide certain grant monies to Owner for commercial building improvements.

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth below, the parties agree to the following:

TERMS

1. DEFINITIONS:

<u>Owner:</u>	Company Name, a _____
<u>Property:</u>	Address, Salt Lake City, Utah, Zip Code
<u>Grant Amount:</u>	\$ dollar amount
<u>Project:</u>	<u>Described in Exhibit "A"</u>
<u>Neighborhood:</u>	Central City or Poplar Grove area

2. PURPOSE: The purpose of this Agreement is to provide funding for commercial building improvements at the Property.

3. CONTRACT TERM: The term of this Agreement shall run for XX to XX. All services performed under this Agreement in furtherance of the Project shall be performed within the dates of this term in order to be reimbursable by City.

4. SCOPE OF SERVICES: Owner shall be responsible for the completion the Project and shall allocate funds as set forth in Exhibit "A", which is attached hereto and by this reference incorporated herein.

5. BUDGET: City shall provide an amount not to exceed the Grant Amount for materials and/or services as contemplated by the terms of this Agreement. The approved items and amounts for compensation are set forth in Exhibit "B", which is attached hereto and by this reference incorporated herein.

6. NOTICES: Notices required by this Agreement shall be in writing and delivered via U.S. mail (postage prepaid), commercial overnight courier, or personal delivery or sent by facsimile or other electronic means with the original to follow by one of the other delivery methods. Any such notice shall be effective on the date of delivery or sending. All notices and other written

communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

CITY: Director
Housing and Neighborhood Development
451 South State Street, Room 445
PO Box 145488
Salt Lake City, UT 84114-5488

OWNER: See the address on the signature page

7. GENERAL COMPLIANCE: Owner agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning CDBG) including subpart K of these regulations, except that (1) Owner does not assume City's environmental responsibilities described in 24 CFR 570.604 and (2) Owner does not assume City's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Owner also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. Including but not limited to the Federal Labor Standards Provisions (HUD-4010) attached as EXHIBIT "C".

8. INFORMATION: City and HUD shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, materials, or other information prepared under or in conjunction with this Agreement.

9. ACCOUNTING STANDARDS: Owner agrees to comply with 2 CFR 200.300-309 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

10. RECORDS TO BE MAINTAINED: Owner shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- A. Records providing a full description of each activity undertaken;
- B. Records demonstrating that each activity undertaken meets the needs of low- and moderate-income persons, or low- and moderate-income areas;
- C. Appropriate records detailing activities as identified in the Scope of Services (Exhibit A); and
- D. Records regarding real property improved with CDBG assistance.

11. BILLINGS: Owner may submit a request for reimbursement to the Neighborhood Building Façade Improvement Program as needed. Reimbursement request will include a letter on a letterhead with owner's signature, the amount being requested, and what the funding was used for. The reimbursement request will also include an invoice from the contractor and a copy of the check to the contractor. Note that this grant is awarded solely on a reimbursement basis.

12. REPORTS: Upon completion of the Project, Owner agrees to submit all required information so that the City can adequately report to HUD the outcomes of the Project.

13. OMB STANDARDS: Unless specified otherwise within this Agreement, Owner shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-326.

14. **ENERGY EFFICIENCY STANDARDS:** Owner agrees to comply insofar as they apply with the mandatory energy efficiency standards and policies in state energy conservation plan issued in compliance with the Energy Policy and Conservation Act [Pub. L. 94-163].

15. **LEAD-BASED PAINT:** Owner agrees to comply insofar as they apply with the lead-based paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act [42 USC 4821-4846.]. Owner shall comply with said regulations implemented at 24 CFR 570.608.

16. **RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT:** Owner agrees to comply with: 1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); 2) the requirement of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and 3) the requirements in 24 CFR 570.606(d) governing optional relocation policies. Owner shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Owner also agrees to comply with applicable local ordinances, resolutions and policies concerning the displacement of persons from their residences.

17. **AFFIRMATIVE ACTION:** Owner agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

A. **WOMEN- AND MINORITY-OWNED BUSINESSES (W/MBE):** Owner will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement.

B. **SUBCONTRACT PROVISIONS:** Owner will include the provisions of paragraph 11, section A, Civil Rights, and section B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Owner or subcontractors.

18. **ENFORCEMENT OF THE AGREEMENT:** In accordance with 2 CFR 200.338-342, suspension or termination of this Agreement may occur if Owner materially fails to comply with any of the terms of this Agreement. City may require Owner to repay funds disbursed to Owner if it is determined Owner has breached the provisions of this Agreement, or if the Project is not completed. City may permit the Agreement to be terminated for convenience in accordance with 2 CFR 200.339.

19. **GOVERNING LAW:** This Agreement shall be enforced in and governed by the laws of the State of Utah.

20. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** Owner represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or

former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

21. INDEMNITY. The following indemnification requirements apply to this Agreement:

A. Owner shall indemnify, save harmless, and defend City, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorney's fees, arising out of Owner's intentional, reckless, or negligent performance hereunder. Owner's duty to defend City shall exist regardless of whether City or Owner may ultimately be found to be liable for anyone's negligence or other conduct. If City's tender of defense, based upon this indemnity provision, is rejected by Owner, and Owner is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, Owner shall pay City's reasonable costs, expenses, and attorney's fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Owner to indemnify the indemnitee against the indemnitee's own negligence. The provisions of this section shall survive the termination of this Agreement.

B. City assumes no responsibility for any damage or loss that may occur to Owner's property, except the obligation City assumes that it will not willfully or intentionally damage the property of Owner. City has no responsibility for any equipment maintenance, or for Owner's employees. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship.

22. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS: Owner shall administer this Agreement in compliance with all applicable federal, state, and city laws, ordinances, rules and regulations, or their successors or replacements, including but not limited to workers' compensation insurance and the federal regulations or their successors or replacements which are incorporated herein by reference.

23. NO ASSIGNMENT: Owner shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement without written consent of City thereto. Owner shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of City prior to the execution of such agreement.

24. AMENDMENTS: This Agreement may be amended only by written agreement of the parties hereto.

25. SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

26. WAIVER: City's failure to act with respect to a breach by Owner does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

27. ENTIRE AGREEMENT: This Agreement embodies the entire agreement between City and Owner for the Project and its terms and conditions and supersedes any additional or conflicting terms or provisions that may be included in a billing document or other related document used to implement, record, or invoice the work for the Project, even if signed or initialed by a representative of the City. No verbal agreements or conversations with any officer, agent or employee of City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.

28. SUCCESSORS: Owner covenants that the provisions of this Agreement shall be binding upon heirs, successors, sub-contractors, representatives, and agents.
29. AMBIGUITY: Any Ambiguity in this Agreement shall be construed in favor of City.
30. ENFORCEMENT OF THE AGREEMENT: In accordance with 2 CFR 200.338-342, suspension or termination of this Agreement may occur if Owner materially fails to comply with any of the terms of this Agreement. City may require Owner to repay funds disbursed to Owner if it is determined Owner has breached the provisions of this Agreement. City may permit the Agreement to be terminated for convenience in accordance with 2 CFR 200.339.