



City of Carbondale  
Economic Development  
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Carbondale, Illinois 62901  
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Explorecarbndale.com

## **DOWNTOWN FAÇADE IMPROVEMENT LOAN PROGRAM**

### **ABOUT THE PROGRAM**

The downtown façade improvement loan program was established in August 1990 and has been amended to meet the changing needs of downtown property owners. Structures eligible for the program must be located within the loan program area shown on the enclosed map.

The program is designed to fund up to 100% of the façade improvement cost at an interest rate set at 3 points below the prime rate with a 7% maximum and 3% minimum rate, for a term not to exceed 10 years.

### **PROCEDURE TO APPLY FOR A DOWNTOWN FAÇADE IMPROVEMENT LOAN**

- Applications are available from the Development Services Department at 200 S. Illinois Avenue.
- Application and required façade drawings, cost estimates, and financial statements are submitted to the Development Services Department.
- Each loan application is reviewed first by an Administrative Staff Committee and then by the City's Loan and Grant Review Board comprised of members of the local financial sector.
- All information is kept strictly confidential, similar to a lending institution.
- Applications for properties listed on the Preservation Commission's inventory of historic properties are also reviewed by the Preservation Commission.
- Recommendations on approving the loan are forwarded to the City Manager who makes the final decision on granting the loan.

### **PROGRAM CRITERIA**

**Eligible Improvements:** Improvements to existing façades and the façade portion of additions to existing buildings defined as that portion of the building facing a public way are eligible. Improvements to the façade include those structural and nonstructural repairs and maintenance in keeping with the style of the original structure. The improvements as determined for this program are to be in keeping with the historical continuity of the area. The City Manager shall determine if the improvement is appropriate for the building and surrounding area.

Included in façade improvements are installation of canopies and awnings, inclusion of energy efficient windows and doors, and reconstruction and refinishing of all surfaces and other related architectural appurtenances of the façade.

The improvements contemplated are subject to existing City codes and ordinances, and the responsibility for permits and approvals rests with the applicant. Applicants are encouraged to consult with the Preservation Commission for buildings on the Commission's inventory of historic properties.

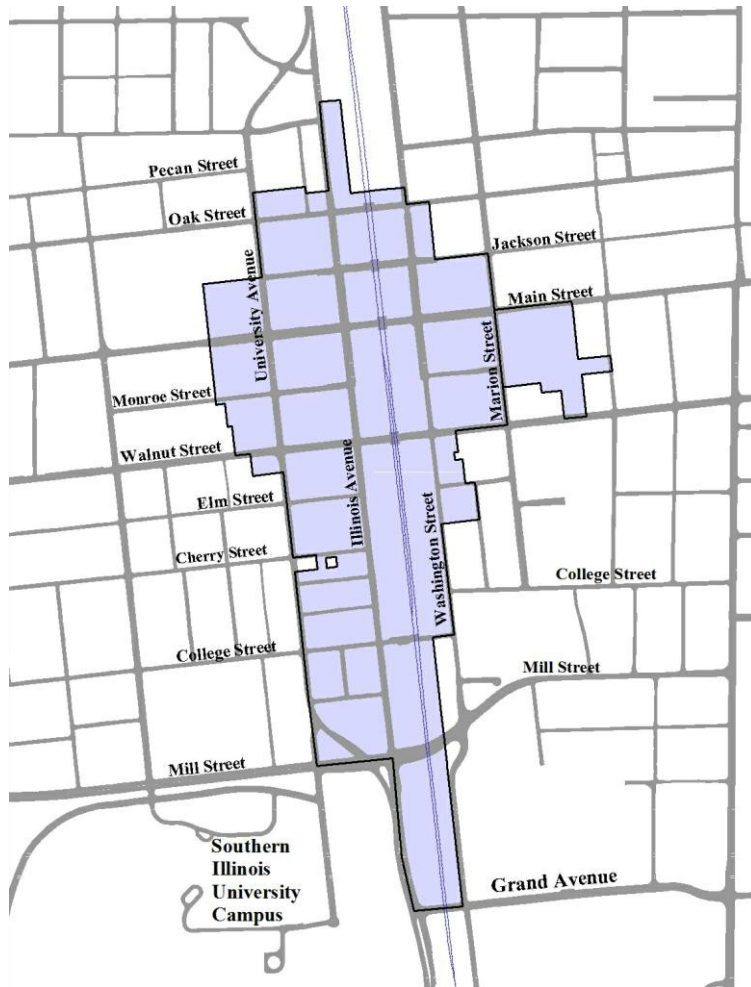
**Loan Terms:** The City will fund up to 100% of the façade improvement at an interest rate set at 3 points below the prime rate with a maximum rate of 7% and a minimum rate of 3%. The interest rate shall be established on the date the loan agreement is signed and shall remain constant through the entire term of

the loan which shall not exceed 10 years. The maximum amount of the City loan is based on \$40 per square foot of façade surface or \$20,000, whichever is less.

The City Manager shall have the authority to approve a loan in excess of these amounts when there is a change in ownership or use of the building and/or when there are special circumstances related to the number or size of the façade(s) or an increased improvement cost due to special materials or historic preservation. The City's loan cannot exceed the total façade improvement cost.

Loans are secured by the City obtaining a mortgage on the property and a personal guarantee of repayment from the applicant. Loans will be granted on a first come, first served basis within the limits of available resources.

**Eligible Property:** Downtown properties within the loan program area are indicated on the map.





# FAÇADE IMPROVEMENT GRANT PROGRAM

## PROCEDURE

\_\_\_\_\_ 1. Thoroughly review all information, including the Eligibility Guidelines and the Terms and Conditions.

NOTE: This program is a matching *reimbursement* program; therefore, all projects must receive approval from the City Council **BEFORE** any construction expenses are incurred.

\_\_\_\_\_ 2. Take photograph(s) of existing conditions.

\_\_\_\_\_ 3. Complete the application form.

\_\_\_\_\_ 4. Obtain a sign permit or building permit from the Zoning/Codes Administrator at Perry County Government Building, 3764 State Route 13-127, Pinckneyville, IL 62274 (618-357-2940) if applicable.

\_\_\_\_\_ 5. Include in your application:

- ( ) 3 cost estimates, on vendor letterhead. (Local contractors are preferred but not required)
- ( ) detailed sketch of proposed improvements and photos of existing conditions.
- ( ) letter of request including description of activities of the project, with specs.
- ( ) Property Owner Release Form (if appropriate).

\_\_\_\_\_ 6. Submit all of the above for review to:  
Development Coordinator, Carrie Gilliam  
City of Pinckneyville  
104 South Walnut Street  
Pinckneyville, IL 62274  
[618-357-8775](tel:618-357-8775)  
Fax: [618-357-3008](tel:618-357-3008)

\_\_\_\_\_ 7. Attend City Council meeting – the council will approve or deny the application

NOTE: The Development Coordinator or City Council may request additional information from an applicant to further define or clarify his/her specific project.

## **Upon completion of the FACADE IMPROVEMENT PROJECT (within 60 days of City Council approval):**

\_\_\_\_\_ 7. Gather all paid receipts from bona fide contractors or trades people, including proof of payment (i.e. canceled check, vendor receipt, etc). These are necessary for grant payments to be made.

\_\_\_\_\_ 8. Take photographs of completed project.

\_\_\_\_\_ 9. Provide letter requesting reimbursement, photographs of completed project and signed approved application to City's Development Coordinator.



# FAÇADE IMPROVEMENT GRANT PROGRAM

## APPLICATION

### PROJECT INFORMATION:

Applicant Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Business(s) to be effected by this project: \_\_\_\_\_

Have you received any funds from the City of Pinckneyville in the past? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please state amount received and from what funding source: \_\_\_\_\_

### CONTACT INFORMATION:

Contact Name: \_\_\_\_\_ Day phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ E-Mail : \_\_\_\_\_

Is the applicant the owner of the site to be improved? Yes \_\_\_ No \_\_\_ (attach Property Release Form)

Briefly describe the Façade Improvement project: \_\_\_\_\_

Expected start date of construction: \_\_\_\_\_

Expected completion date (no later than 60 days from start date): \_\_\_\_\_

Estimated Total Project Costs: \_\_\_\_\_

**Grant Request: \$ \_\_\_\_\_ (1/2 total cost or up to \$10,000 maximum, whichever is lower)**

I hereby acknowledge that I understand and accept the Terms and Conditions of the Façade Improvement Grant (FIG) Program. This signature indicates my intent to meet the specified Terms and Conditions if this application is approved. I further understand that, upon grant approval, this project will be approved for payment only in strict accordance with City approved Façade Design Guidelines and the Terms and Conditions thereof, which are hereby made part of this agreement.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Include: ( ) 3 estimates ( ) sketch and photos ( ) letter of request ( ) Property Owner Release (if appropriate).

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(For Office Use Only)

Date of Review Committee Approval \_\_\_\_\_



# FAÇADE IMPROVEMENT GRANT PROGRAM

## STATEMENT OF TERMS AND CONDITIONS

### PROGRAM DESCRIPTION

The City of Pinckneyville's Façade Improvement Grant Program was created as part of an overall redevelopment program to improve the quality of life for our downtown businesses and visitors. The program is designed to assist property and business owners in rehabilitating the commercial façades of their properties for the purpose of creating a positive visual impact, stimulating private investment, and complementing other community revitalization efforts. Participants are eligible to receive a 50/50 matching grant, up to \$10,000, for design improvements to commercial properties within the Business District (see attached map) upon the completion of their project. Applications are available from the Economic Development Office at City Hall located at 104 South Walnut Street.

### SELECTION CRITERIA

1. Eligible applicant.
2. Eligible location in “Business District” area.
3. Project site a qualifying structure.
4. Eligible activities.
5. Conformance to design standards and guidelines (aka “Façade Improvement Guidelines”).
6. Reasonable and verifiable cost estimates of eligible activities.

NOTE: Within the above framework of criteria, grants will be issued on a first-come, first-served basis. As a general rule, this Program will allow one grant per property.

### ELIGIBLE APPLICANTS

Property owners and business owners/tenants lessees, with written authorization of the property owner, in the Pinckneyville Business District area may be eligible to participate in the program. A business owner must have a current lease with a minimum of five (5) years remaining or have been operating in Pinckneyville for more than one (1) year. All real property taxes must be paid in full. Grants are made only in connection with a qualifying structure and for eligible activities that conform to design standards. **The following types of projects are specifically excluded:**

- New Construction
- National Franchises
- Government offices and agencies
- Properties entirely in residential use
- Projects that are inconsistent with the goals of the business district plan and the City's Comprehensive Plan
- Properties that have received grants from the City's Façade Improvement grant within the last 5 years

### ELIGIBLE PROJECT LOCATION

The project site must be located in the designated “Business District” area. The description of this area appears below. Also, a map of the designated area is included.

The Business District consists of all or portions of two hundred thirteen (213) properties within the City of Pinckneyville, as well as the abutting public rights of way. The Business District is that portion of the City generally bounded on the northwest by the Canadian National Illinois Central Railroad, then south east approximately 2300 feet to Mildred Drive, then east approximately 2,985 feet to Perry Street, then north approximately 365 feet, then east across the parking lot to Walnut Street, then south to Laurel Street, then east to Gordon Street, then south approximately one-half block between Laurel Street and Jackson Street, then west to Locust Street, then south to Water Street, then east along Water Street/State Route 154 to the western property line of McDaniel Furniture, then north to the northern property line of McDaniel Furniture, then east to Epplin Lane, then south to State Route 154, then east along State Route 154 to

Sap Road, then south to the gravel road, then west to Holt's Prairie Road, then north to State Route 154, then west along State Route 154 to the eastern property line of the TUMS Building, then south to the southern property line of the TUMS building, then west to the western property line of the TUMS Building, then north to State Route 154, then west along State Route 154 to Locust Street, then south to the end of Locust Street, then east to First Street, then south to Randolph Street, then west approximately 385 feet, then south approximately 225 feet, then east approximately 115 feet, then south to South Street, then west approximately 115 feet, then south approximately 410 feet, then west approximately 70 feet, then south to Hawkins Street, then east along Hawkins Street for approximately 255 feet, then south to the Illinois Central Gulf Railroad, then Northwest along railroad tracks to Brown Street, then east approximately 200 feet, then north to South Street, then west approximately 100 feet, then north to Randolph Street, then west approximately 120 feet, then north to Mulberry Street, then west to Mill Street, then north to Water Street, then west to the Missouri Pacific Railroad, then southwest along the railroad tracks approximately 1,795 feet, then north approximately 540 feet, then west approximately 250 feet, then north to Water Street, then east to the Canadian National Illinois Central Railroad; the boundary of this District contains the commercial center of the community, as well as properties which could be redeveloped for commercial use.

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### **QUALIFYING STRUCTURES**

Qualifying commercial properties include single-purpose retail and office buildings, and mixed-use buildings containing combinations of retail, office and residential apartments. Structures that are wholly residential shall **not** qualify.

### **ELIGIBLE ACTIVITIES**

Eligible activities may involve the major maintenance, repair, general rehabilitation, and restoration of commercial storefronts and upper story facades. It may also include the removal and replacement of commercial signs and awnings. Specifically, eligible activities include the following types:

#### 1. **BRICK AND STONE MASONRY**

- Structural repairs, cleaning, repointing, and painting

#### 2. **ARCHITECTURAL METALS**

- Repair, cleaning, refinishing, painting, duplication, and restoration of exterior building components, e.g., cast iron, pressed tin

#### 3. **DOORS AND UPPER WINDOWS**

- Maintenance, repairs, replacement, and restoration of window sashes, exterior doors, and installation of storm windows in conjunction with other significant façade improvements

#### 4. **EXTERIOR WOODWORK**

- Maintenance, repair, rehabilitation and restoration of sills, window and door frames, bulkheads, storefront and roof cornices, window hoods, and decorative molding

#### 5. **STOREFRONTS**

- Removal of inappropriate coverings and additions, maintenance, repair, rehabilitation, restoration of display and transom windows, and lighting

#### 6. **SIGNAGE**

- Maintenance, repair, removal, and/or replacement; lighting. (Note: The Review Committee reserves the right to recommend alternative styles, colors, etc., and to approval/deny signs that they feel to do not complement the style of the building or the aesthetics of the downtown streetscape.)

#### 7. **PAINTING**

- Surface preparation, cleaning and painting

#### 8. **AWNINGS**

- Maintenance, installation, repair, or replacement of awnings. Awnings to be replaced must show considerable wear, as determined by the Review Committee. (Note: The Review Committee reserves the right to recommend alternative styles, colors, materials, etc., and to approval/deny awnings that they feel to do not complement the style of the building or the aesthetics of the streetscape.)

9. HANDICAPPED ACCESS PROJECTS

- Ramps, thresholds, entrances (only in conjunction with other design improvements)

Disclaimer. The City of Pinckneyville disclaims any responsibility for ensuring that improvements undertaken through its Facade Improvement Grant Program comply with the requirements of ADA. Owners should seek their own legal-architectural-engineering advice concerning ADA compliance. Receipt of approval of a grant in no way constitutes approval of ADA or any other (including state or local) requirements. Further, we do not accept any responsibility for any errors in improvements or omissions concerning construction, engineering, architectural matters or the like.

**Projects NOT eligible under this funding include the following:**

1. Interior work.
2. Removal of architectural details.
3. Covering of stable architectural details.
4. Parking Lot Paving.
5. Installation of Seasonal Planting or Seasonal Landscaping.
6. Refinancing Existing Debt.
7. Energy conservation measures that do not enhance the facade.
8. Facades that do NOT face a main artery (Main, Water, Walnut, State Route 154 & 127, Kennedy, etc).
9. Improvements made prior to grant approval.

**DESIGN GUIDELINES**

To facilitate applicant compliance with design standards, City of Pinckneyville has adopted general guidelines pertaining to the preservation, maintenance, repair, or replacement of building components, such as masonry, wood, architectural metals, windows, entrances and storefronts. The basis for these guidelines were adopted from the Secretary of the Interior’s Standards for Rehabilitation. The City Council will review and comment on all submitted projects in terms of these design standards and guidelines.

**TERMS FOR REIMBURSEMENT**

The objective of the City of Pinckneyville design grant program is to encourage and facilitate appropriate design improvements to, and in conjunction with, commercial properties, taking into consideration the historic, architectural and site character of subject properties.

Grants are awarded only for completed projects that have been carried out in conformance with the City of Pinckneyville's approved design plan. (Funds will not be disbursed until work is completed). To be eligible for grant funding, projects must receive the City of Pinckneyville's authorization prior to the start of project activities.

Projects must be completed within 60 days from the date of City Council approval. (In certain extenuating situations, the City may consider extending that deadline, if the request is submitted at the time of application, or immediately upon the occurrence of extenuating circumstance).

The City of Pinckneyville shall disburse authorized grant funds on the Friday following the council meeting approving the the completed project. Project completion shall be considered coincident with completion of authorized activities, as evidenced by the applicant's submission of paid receipts to the City of Pinckneyville. The specific amount of the final grant award shall be determined from examination of paid project receipts from bona fide contractors or trades people.

(Façade Application Process & Eligibility-Updated 3/7/2013)



# FAÇADE IMPROVEMENT GRANT PROGRAM

## Property Owner Consent Form

Program Applicant: \_\_\_\_\_

Property Address: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Estimated Project Start Date: \_\_\_\_\_

I, \_\_\_\_\_, as owner of the above property, do give my consent for this project to occur, holding the City of Pinckneyville, and its agents, harmless of any and all liability that may arise from the implementation of this project or the City's Facade Improvement Grant Program.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



State of Illinois

County of \_\_\_\_\_

Signed or attested before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Illinois Notary Public



Department of Commerce and Economic Opportunity  
Community Development Assistance Program  
City of Red Bud, IL

CDAP Loan Program Summary

Updated: April, 2012

**Uses of Funds:**

Loans are available to both not-for-profit and for-profit businesses and can be used for fixed assets including land, buildings, machinery, and equipment. Construction and renovation projects are eligible expenses. Loans can also be used for working capital. Ineligible expenses include the refinancing of existing debt, relocation of a business within the State of Illinois, and exploratory / tentative projects. The business obtaining the loan must be located inside the corporate limits of the City of Red Bud.

**Assistance / Funding Limits:**

\$15,000 will be loaned for each Full Time Equivalent Job (1,950 hours annually) that is created or retained as part of the project. Private or public financing must account for a minimum of 50% of the project costs. The City of Red Bud can not loan more than 50% of the cost of a given project. Investments or loans given to the business prior to the city's loan program are not eligible and will not be considered in the 50% minimum funding requirement.

**Types of RLF Assistance:**

**FINANCING GAP** – This argument will demonstrate that a business can raise only a portion of the financing necessary to complete the project. Reference the documentation within the application which supports this argument.

**RATE OF RETURN** – This assumes that full financing is available, but the rate of return is insufficient to induce development. Provide the rationale and cite supporting documentation.

**LOCATIONAL** – This argument is used when the firm is considering multi-state location options. CDAP funds are needed to equalize cost factor variations between sites. This requires disclosures for each site under consideration. This application must contain this supporting documentation.

**Loan Application**

Loan applications for the CDAP loan program are available by contacting Red Bud City Hall at 618.282.2315. The Economic Development Commission reserves the right to deem applications with minimal or no activity inactive after 60 days from the date the application was filed at City Hall.

**Interest Rate:**

The interest rate for the loan program is established by the Economic Development Commission and the City Council of the City of Red Bud. The current interest rate is 3%.

**Securities:**

RLF loans must be secured with a mortgage, security agreement, personal guarantees, promissory note, financing statement or other assignment of assets of the business making application. Life insurance policies are often required as a security as well. The policies must have a minimum value equal to the amount of monies owed to the City of Red Bud. Policies may be required for both the owner(s) of the business as well as key employees.

**Job Creation:**

The primary goal of the CDAP Revolving Loan Program is to create and retain jobs within the City of Red Bud for low to moderate income persons. A minimum of 51% of all the jobs created for the project must meet the low to moderate income levels / criteria that have been established for Randolph County through the Department of Housing and Urban Development (HUD).

**Additional Federal and State Regulations:**

Fair Labor Standards / Davis-Bacon Act  
Equal Opportunity Employment  
Environmental Protection

Please be advised that the average loan process from the date the application is filed to the closing date of the loan is typically a 120 day process.

{The information in this document has been summarized. Additional rules and regulations of this program may apply. Details of the information included in this document are subject to change without notice.}



*City of Rochelle*

# **FAÇADE IMPROVEMENT PROGRAM APPLICATION AND AGREEMENT**



The following includes the Façade Improvement Program Description,  
Grant Application and Agreement.

*SPONSORED BY:*

City of Rochelle  
420 N. 6<sup>th</sup> Street  
Rochelle, IL 61068

# **CITY OF ROCHELLE**

## ***Façade Improvement Program Description***

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The City of Rochelle, in its continuing effort to support the development of local small commercial and retail businesses facilitates the Façade Improvement Program for all business owners and operators within the City limits. The following outlines the details of The City of Rochelle's Façade Improvement Program.

### **What is a Façade Improvement Program?**

The City wishes to encourage and support building and business owner investment in the upgrade of their existing building storefront. The Façade Improvement Program is a process where the City will provide a 50% matching grant to business or building owners who construct eligible improvements to the facades of their buildings. The City will match dollar-for-dollar an owner's investment in eligible improvements to the appearance of their building's storefront façade up to a maximum amount of \$5,000. The building or business owner who has funded the majority of the improvements must apply for and be approved in order to receive the 50% matching grant. The following provides the program's criteria for eligibility and the approval process.

### **Eligible Properties and Applicants**

All commercially operated buildings within the City limits are eligible for the Façade Improvement Program. Only one grant will be awarded per building within a five-year period.

Only improvements to facades that directly front a public right-of-way are eligible for funding.

Any building with a zoning or building code violation is not eligible for the program. Any commercial building owner, or business owner with building owner authorization, may apply for the grant. Façade improvements beginning construction before January 1, 2020 will not be eligible.

## **Eligible Improvements**

The following improvements are eligible to receive funding through the program. A building or business owner who is undertaking an improvement project that includes a portion of the eligible improvements may apply for the matching grant, but only the improvements identified below will be eligible for funding

### *Improvements Eligible for Façade Grant Funding*

Brick Cleaning	Exterior Doors	Streetscape Elements
Tuck Pointing	Windows and Window Frames	Landscaping
Painting	Shutters and Awnings	Stairs, Porches, Railings
Wall Façade Repair & Treatment	Exterior Lighting	Roofs visible from the Street
Original Architectural Features repair or replacement	Signage Repair or Replacement	Improvements for ADA compliance

## **Ineligible Projects**

The Façade Improvement Program will not provide funds for working capital, debt refinancing, equipment/inventory acquisition, application fees, permit fees, legal fees, plumbing repair/improvements, HVAC repair/improvements, parking lot resurfacing, or interior remodeling.

## **Administration**

Any commercial building or business owner within the City limits who wishes to apply for a Façade Improvement Grant can obtain an application at the Community Development Department at 333 Lincoln Highway. Applications for façade improvement matching grants will be accepted on a first come first serve basis. **Only complete applications that include all required submittal documents and information will be accepted.** The Community Development Department will review the application for accuracy and will determine if it meets the requirements for funding. Those requirements for funding include:

- Adherence to the zoning and code requirements
- Improvements are eligible under the provisions of the Façade Improvement Program

If the application is determined to meet the requirements of the program, the application will be sent to the Review Committee for approval. The Review Committee shall consider the application and determine eligibility, and all decisions regarding eligibility of an applicant are final.

If the application is approved, the applicant must enter into an agreement with the City of Rochelle. The Façade Improvement Grant Agreement stipulates that the improvements must be constructed within six months of approval. Matching grant funds will only be disseminated to the applicant once the construction of the approved improvements has been completed. Proof of payment to all vendors is also required. The improvements must also be inspected by the Community Development Department. Matching grant funds will be disseminated to the applicant within 45 days of a passing inspection.

If grant funding for a current funding cycle is completely distributed, applicants may be placed on a waiting list to be considered for a grant when funds become available.

### **Review of Proposals**

Every project will be evaluated for the value of its aesthetic improvement, extent/scope of work proposed and its potential economic impact. The staff review will consider the following aspects for its proposal review:

- 1) Analysis of Proposal
  - a. Aesthetic Improvement Value
    - i. Improvement in overall appearance
    - ii. Impact on the area
  - b. Extent/Scope of Work Proposed
    - i. Amount of construction to be conducted
    - ii. Adherence to the zoning and code requirements
  - c. Potential Economic Impact
    - i. Anticipated increase in assessed value
    - ii. Use of building following the project
      1. Ways it will contribute to the economic vitality
      2. How use is compatible with and/or compliments mix of existing area

### **Questions**

A grant application and submittal requirements are included with this packet. If you have further questions regarding the Façade Improvement Program, the City of Rochelle, Community Development Department can be reached at 815-562-8717, or by mail at 333 Lincoln Highway, Rochelle, IL 61068.



**CITY OF ROCHELLE**  
**Facade Improvement Grant Application**

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Please completely fill out this application and return it to the City of Rochelle with the items listed in the checklist on page 2.

<b>Applicant Information</b>	Name	Phone
	Mailing Address	Fax
	Email	Federal Tax ID#

<b>Property Information</b>	Address	
	Property Identification Number(s)	Phone

**Proposed Improvement(s) - Check all that apply**

<input type="checkbox"/> Brick Cleaning	<input type="checkbox"/> Exterior Doors	<input type="checkbox"/> Streetscape Elements
<input type="checkbox"/> Tuck Pointing	<input type="checkbox"/> Windows and Window Frames	<input type="checkbox"/> Landscaping
<input type="checkbox"/> Painting	<input type="checkbox"/> Shutters and Awnings	<input type="checkbox"/> Stairs, Porches, Railings
<input type="checkbox"/> Wall Facade Repair & Treatment	<input type="checkbox"/> Exterior Lighting	<input type="checkbox"/> Roofs visible from the Street
<input type="checkbox"/> Original Architectural Features (repair or replacement)	<input type="checkbox"/> Signage Repair or Replacement	<input type="checkbox"/> Improvements for ADA compliance

Other proposed façade improvements (please specify) \_\_\_\_\_

**Please describe the scope of the proposed project below (include a summary of the building's current condition, areas to be improved and how, as well as any proposed materials or colors)**

**The following items must be submitted with the Façade Grant Application:**

- Completed and signed City of Rochelle Façade Grant Application
- Current photographs of the property to be improved (entire façade and details)
- Historical photograph of the property to be improved (if available)
- Drawings of proposed improvements (drawings do not have to be architectural renderings, but should be to scale so that the City can understand the proposed project).
- Color and material samples if relevant (material specifications supplied by manufacturer)
- Preliminary estimate of cost

I agree to comply with the guidelines and standards of the City of Rochelle Façade Improvement Program and I understand that this is a voluntary program, under which the City has the right to approve or deny any project or proposal or portions thereof.

Applicant(s) Signature \_\_\_\_\_ Date \_\_\_\_\_

Building Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_  
(If separate from applicant)



**CITY OF ROCHELLE**  
***Façade Improvement Grant Agreement***

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**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the City of Rochelle, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to witness:

Owner Name: \_\_\_\_\_

Lessee's Name: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Tax ID#/ Social Security#: \_\_\_\_\_

Address of Property to be improved:

\_\_\_\_\_

\_\_\_\_\_

PIN Number(s): \_\_\_\_\_

**WITNESSETH:**

**WHEREAS**, the City of Rochelle has established a Façade Improvement Program for application within the City limits; and

**WHEREAS**, said Façade Improvement Program is administered by the CITY with the advice of the Community Development Department and is funded by the general fund for the purposes of controlling and preventing blight and deterioration within the City limits; and

**WHEREAS**, pursuant to the Façade Improvement Program, the City has agreed to participate, subject to its sole discretion, in reimbursing owners/lessees for the cost of eligible exterior improvements to commercial establishments within the City limits up to a maximum of one-half (1/2) of the approved contract cost of such improvements and no more than \$5,000; and

**WHEREAS**, the OWNER/LESSEE'S property is located within the City limits, and the OWNER/LESSEE desires to participate in the Façade Improvement Program pursuant to the terms and provisions 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:

### **SECTION 1**

With respect to the façade improvements to the structural elevation fronting a public roadway and related improvements, the CITY shall reimburse the OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE'S property at the rate of fifty percent (50%) of such costs up to a maximum amount of \$5,000.

The actual total reimbursement amounts per this Agreement shall not exceed \$ \_\_\_\_\_ for façade improvements and \$ \_\_\_\_\_ for architectural fees related to the eligible improvements. The improvement costs, which are eligible for CITY reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work as shown on the plans, design drawings, specifications, and estimates approved by the CITY. Such plans, design drawings, specifications, and estimates are attached hereto as EXHIBIT A.

### **SECTION 2**

No improvement work shall be undertaken until its design has been submitted to and approved by the CITY. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within six months from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is a demonstrated hardship.

### **SECTION 3**

The City Building Inspector/Zoning Administrator shall periodically review the progress of the contractor's work on the façade improvements pursuant to the Agreement. All work which is not in conformance with the approved plans, design drawings, and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings, and specifications and the terms of this Agreement.

#### **SECTION 4**

Upon completion of the improvements and upon their final inspection and approval by the City Building Inspector/Zoning Administrator, the OWNER/LESSEE shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade improvement related work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The OWNER/LESSEE shall also submit to the CITY a copy of the architect's statement of fees for professional services for preparation of plans and specifications for the façade improvements. The CITY shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers, and the architect's statement, issue a check to the OWNER/LESSEE as reimbursement for one-half of the approved construction cost estimate or one-half of the actual construction cost, whichever is less.

#### **SECTION 5**

If the OWNER/LESSEE or the OWNER/LESSEE'S contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings, and specifications and the terms of this Agreement, then upon written notice being given by the City Manager to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

#### **SECTION 6**

Upon completion of the improvement work pursuant to this Agreement and for a period of four (4) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of four (4) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other

steps to alter, change, or remove such improvements, or the approved design thereof, nor shall the OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided in this Agreement unless such changes are first submitted to the CITY, and any additional review body designated by the City Manager, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement. OWNER/LESSEE shall execute and record a restrictive covenant at the CITY'S request.

## **SECTION 7**

This Agreement shall be binding upon the CITY and upon the OWNER/LESSEE and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the façade improvements provided herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(S)/LESSEE(S) of the provisions of this Agreement.

## **SECTION 8**

The OWNER/LESSEE releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the façade improvement(s),. Including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said façade improvement(s).

**SECTION 9**

Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the façade improvement provided for in this Agreement.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement on the date first appearing above.

OWNER/LESSEE

CITY OF ROCHELLE

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\_\_\_\_\_

City Manager