

VILLAGE OF ELBURN
OLD TOWN BUSINESS DISTRICT

Facade Improvement Program
APPLICATION AND AGREEMENT



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

SPONSORED BY:

VILLAGE OF ELBURN
301 E. NORTH STREET
ELBURN, IL 60119



VILLAGE OF ELBURN

Façade Improvement Program Description

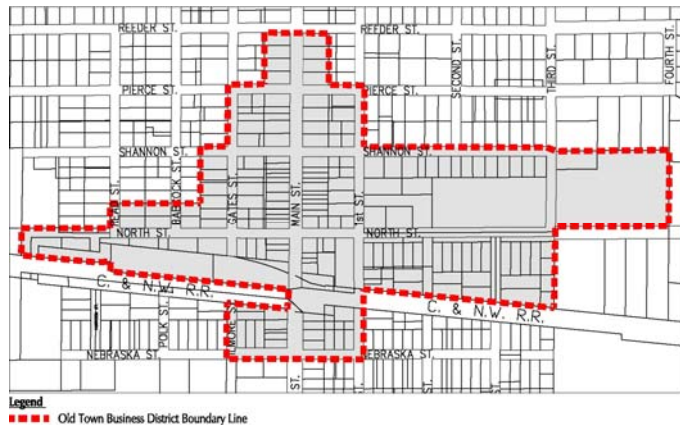
The Village of Elburn, in its continuing effort to support the development of the Old Town Elburn Business District, has created a Façade Improvement Program for all business owners and operators within the District. The Façade Improvement Program, in concert with the Old Town Elburn Business District Development Plan, will continue the process of creating a more inviting character for the downtown Elburn area. The following outlines the details of Elburn's Façade Improvement Program.

What is a Façade Improvement Program?

The Village 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 Village will provide a 50% matching grant to Old Town Elburn business or building owners who construct eligible improvements to the facades of their buildings. The Village 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 Old Town Elburn Business District 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 August 1, 2004 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 Old Town Elburn Business District who wishes to apply for a façade improvement Grant can obtain an application at the Village Hall. Applications for façade improvement matching grants will be accepted on a first come first serve basis. Only completed applications that include all required submittal documents and information will be accepted. The Village Building 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 design guidelines of the Old Town Elburn Business District Development Plan
- 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 Village Board for approval. If the applicant wishes to challenge the determination by the Village Building Department, the applicant can request an appeal of the decision to the Design Review Board. The Design Review Board consists of the Village President, one Village Trustee and the Village Administrator. The Design Review Board shall consider the application and determine eligibility, and all decisions regarding eligibility of an applicant are final.

If the application receives Village Board approval, the applicant must enter into an agreement with the Village. The Façade Improvement Grant Agreement stipulates that the improvements must be constructed within 180 days of approval. Matching grant funds will only be disseminated to the applicant once the construction of the approved improvements has been completed and has been inspected by the Village Building 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.

Architectural Assistance

If a building or business owner wishes to improve their façade but is unsure about the appropriate style of improvements needed, the applicant can apply for a design assistance grant. The design assistance grant can be utilized for enlisting an architect in the redesign of the building façade. The total amount of the design assistance grant will be equal to 20% of the façade improvement grant funds applied for, totaling no more than \$1,000. Design assistance grant funds will only be provided if the Village Board approves the façade improvement grant application.

Review of Proposals

Every project will be evaluated for the value of its aesthetic improvement to the Old Town Elburn Business District, extent/scope of work proposed, and its potential economic impact on the District. 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 block and District
 - b. Extent/Scope of Work Proposed
 - i. Amount of construction to be conducted
 - ii. Adherence to the Design Guidelines found in the Old Town Elburn Business District Development Plan
 - 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 of the downtown
 2. How use is compatible with and/or compliments mix of existing downtown uses

Questions

A grant application and submittal requirements are included with this packet. If you have further questions regarding the Facade Improvement Program, the Village of Elburn can be reached at (ph).630.365.5060, info@elburn.il.us, or by mail at 301 E. North Street, Elburn, IL 60119.

VILLAGE OF ELBURN

Façade Improvement Grant Application

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

Applicant Information	Name	Phone
	Mailing Address	Fax
	Email	Federal Tax ID#

Property Information	Address for building for which grant is sought:	
	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 Façade 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 Facade Grant Application:

- Completed and signed Elburn Facade 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 Village 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 Village of Elburn Facade Improvement Program and I understand that this is a voluntary program, under which the Village 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)

VILLAGE OF ELBURN
Façade Improvement Grant Agreement

THIS AGREEMENT, entered into this _____ day of _____, _____,
between the Village of Elburn, Illinois (hereinafter referred to as "VILLAGE") 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 Village of Elburn has established a Façade Improvement Program for application within the Old Town Elburn Business District ("District"); and

WHEREAS, said Façade Improvement Program is administered by the VILLAGE with the advice of the Planning Commission and is funded by the general fund for the purposes of controlling and preventing blight and deterioration with the District; and

WHEREAS, pursuant to the Façade Improvement Program, the Village has agreed to participate, subject to its sole discretion, 1) in reimbursing owners/lessees for the cost of eligible exterior improvements to commercial establishments within the District up to a maximum of one-half (1/2) of the approved contract cost of such improvements and no more than \$5,000 and 2) in reimbursing owners/lessees for the cost of services for an architect for such façade improvements to a maximum of twenty percent (20%) of the façade improvements reimbursement received from the VILLAGE and no more than \$1,000, as set forth herein; and

WHEREAS, the OWNER/LESSEE'S property is located within the Old Town Elburn Business District, 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 VILLAGE 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 Village 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 and shall reimburse OWNER/LESSEE for the cost of fees for architectural services pertaining to such improvements in the amount equal to twenty percent (20%) of the funds reimbursed by the VILLAGE for the façade improvements, up to a maximum of \$1,000.

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 VILLAGE 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 VILLAGE. 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 VILLAGE. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within one hundred eighty days (180) 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 Village Zoning Administrator shall periodically review the progress of the contractor's work on the façade improvements pursuant to the Agreement. Such inspections shall not replace any required permit inspection by the Building Inspectors. 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 Village Zoning Administrator, the OWNER/LESSEE shall submit to the VILLAGE 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 VILLAGE 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 VILLAGE a copy of the architect's statement of fees for professional services for preparation of plans and specifications for the façade improvements. The VILLAGE 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, and an amount for the architectural fees equal to twenty percent (20%) of the amount of the reimbursed construction costs, subject to the limitations set forth in Section 1 hereof.

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 Village Administrator 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 VILLAGE 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 VILLAGE, and any additional review body designated by the Village Administrator, 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 VILLAGE'S request.

SECTION 7

This Agreement shall be binding upon the VILLAGE 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 VILLAGE from, and covenants and agrees that the VILLAGE shall not be liable for, and covenants and agrees to indemnify and hold harmless the VILLAGE 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 VILLAGE 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 VILLAGE 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

VILLAGE OF ELBURN

Village Administrator

ATTEST: _____

Village Clerk