



VILLAGE OF RIVER FOREST MEETING OF THE ECONOMIC DEVELOPMENT COMMISSION

Wednesday, October 2nd, 2024 – 6:00 PM

Village Hall – 1st Floor Community Room, 400 Park Ave., River Forest, IL

AGENDA

Join Zoom Meeting:

<https://us02web.zoom.us/j/88265040864>

Meeting ID: 882 6504 0864

Public comments and any responses will be shared with the Commission. You may submit your public comments via email in advance of the meeting to: Jessica Spencer at jspencer@vrf.us.

1. Call to Order/Roll Call
2. Public Comment
3. Approval of Minutes – September 4, 2024
4. Discussion Regarding TIF Small Business Incentive Programs
5. Continued Discussion Regarding Business Community Retention/Support Strategies and Communication
6. North Ave/Madison St/Lake & Lathrop Update
7. Other Business
8. Adjournment

**MINUTES OF THE MEETING OF THE
VILLAGE OF RIVER FOREST
ECONOMIC DEVELOPMENT COMMISSION**

September 4, 2024

A special meeting of the Village of River Forest Economic Development Commission was held on Wednesday, September 4, 2024, at 6:00 p.m. in the 1st Floor Community Room of Village Hall, 400 Park Avenue, River Forest, Illinois.

1. CALL TO ORDER/ROLL CALL

Chairman Brown called the meeting to order at 6:02 p.m. Meeting started by calling roll. Upon roll call, the following persons were:

Present: Chairman Cuyler Brown, Commissioners Carr Preston, Commissioners Walter Wahlfeldt, Katie Lowes, Robert Graham, and Raj Chiplunkar

Commissioner Tim Brangle joined the meeting via Zoom.

Absent: None

Also Present: Village Administrator Matt Walsh and Deputy Clerk Luke Masella.

2. PUBLIC COMMENT

None.

3. APPROVAL OF MINUTES – JULY 10, 2024

A **MOTION** was made by Commissioner Wahlfeldt and seconded by Chairman Brown to approve the minutes of the July 10th meeting.

MOTION PASSED by unanimous voice vote.

Chairman Brown noted that at last month's EDC meeting, the Commission did not have a quorum. He reminded everyone that the Commission is made up of volunteers and sometimes people cannot attend meetings.

4. DISCUSSION REGARDING TIF SMALL BUSINESS INCENTIVE PROGRAMS

Administrator Walsh introduced the topic, explaining the staff's interest in developing a façade grant program for small business owners in the Village. He explained there are various methods of programs available to be seen in other communities that can be used as examples for the Village.

Pending further discussion and development by this Commission, Administrator Walsh noted that the end result would be adopted by the Village Board.

Discussion ensued regarding the guidance the Comprehensive Plan might provide regarding the potential for the vacancies on North Avenue.

Chairman Brown mentioned the current list of vacancies in the Village, Administrator Walsh stated that Assistant Village Administrator Spencer could share that list again as its been recently updated by the Fire Department. Discussion ensued regarding the benefits of similar programs in the experience of some Commissioners.

Commissioner Lowes inquired about the status of the North Ave Streetscape program. Administrator Walsh explained that the project is still in Phase 1 – Engineering Design and Development, as there are grant funds that have yet to be released for the next step of the project.

Chairman Brown stated that he wanted to be sure to list the eligibility requirements of the business, such as tax-paying businesses only.

Administrator Walsh clarified that staff will determine a rough structure of the plan to be presented at a future meeting.

Chairman Brown discussed, in his experience, a reviewing committee of each application to approve the projects submitted by business owners. Discussion ensued regarding various ideas for the program; Administrator Walsh reiterated that staff would have additional suggestions soon.

5. CONTINUED DISCUSSION REGARDING BUSINESS COMMUNITY RETENTION/ SUPPORT STRATEGIES AND COMMUNICATION

Chairman Brown recapped a recent meeting that he, Executive Director Darion Marion-Burton and Assistant Village Administrator Spencer participated in with the Park District regarding future Memorial Day events. He explained the hope is to include food trucks, booths for businesses to advertise their services, and some family-friendly activities.

Commissioner Graham expressed his concern about having food trucks as well as free hot dogs. Discussion ensued regarding the various ways that the businesses can be involved. Chairman Brown expressed his appreciation for the progress being made in supporting the local businesses.

6. NORTH AVE/MADISON ST/LAKE & LATHROP UPDATE

Administrator Walsh recapped the recent updates for these developments. He said that conversations continue to move forward on the North Ave Streetscape project. Chairman Brown pointed out that he would appreciate if the police would be extra observant to the traffic that would inevitably be directed away from North Ave during the construction project. Administrator Walsh emphatically agreed and stated there would be a plan communicated to residents prior to the traffic changes.

Administrator Walsh stated there was no interest by the Village Board to revisit the commercial text amendment for the business districts at this time. He stated that currently, staff is meeting with residents through the Neighborhood Dialogues in an attempt to learn more about the residents' interests for economic development in the Village. Discussion ensued regarding the merits of text amendments for developers. Discussion moved to the strength of communication from the Village (and previous missteps) and the neighborhood dialogues; a commissioner offered to host one in his home.

Regarding Lake and Lathrop, Administrator Walsh stated that Sedgwick had sued the Village for not approving a new building permit for the site, due to the breach of the redevelopment agreement last year. The court date would be in the next few weeks. The Village is also communicating with Wintrust, Beverly Bank, and Lake and Lathrop Partners. The Village is considering actions to move this process forward. A question came up regarding a fence around the site, Administrator Walsh said that was part of the options being considered at the site. Discussion ensued regarding the potential options for the property. Commissioner Lowes suggested updates to the Village website regarding the waiting status of the project.

7. OTHER BUSINESS

None

8. ADJOURNMENT

A **MOTION** was made by Chairman Brown and seconded by Commissioner Graham to adjourn the September 4, 2024, meeting of the Economic Development Commission at 7:16 p.m.

MOTION PASSED by unanimous vote.

Respectfully Submitted:

Jessica Spencer, Assistant Village Administrator

Date: _____

Cuyler Brown, Chairman Economic Development Commission



Village of River Forest
Village Administrator's Office
400 Park Avenue
River Forest, IL 60305
Tel: 708-366-8500

MEMORANDUM

Date: October 2, 2024

To: Economic Development Commission

From: Jessica Spencer, Assistant Village Administrator

Subj: TIF Façade Improvement Program

The Village is open to new methods of supporting the businesses that reside within its boundaries, so when the suggestion of a façade improvement program was made, staff was very interested. Some preliminary research has revealed that there are many different criteria and methods for managing a program like this across communities in our area. The intention of this memo is to draw attention to aspects of the program that might require further discussion as this program is developed in River Forest. The suggestions provided here are meant to guide that conversation and are not necessarily the final decision.

1. Goals and Objectives

The primary goal of a façade improvement program is to revitalize commercial areas, attract new businesses, increase property values, and create a more appealing and cohesive aesthetic throughout the Village. The following objectives should be emphasized:

- **Enhance Visual Appeal:** Improve the aesthetics of commercial properties.
- **Preserve Historical Integrity:** Where applicable, retain and enhance the historical features of buildings.
- **Support Local Businesses:** Provide financial assistance to small business owners to help offset improvement costs.
- **Encourage Private Investment:** Spur private investment by offering matching grants or low-interest loans.

2. Eligibility Criteria

The program should be accessible to a range of business owners and property owners but focused on small businesses that need assistance. Consider the following eligibility factors:

- **Business Size:** Focus on small businesses as defined by revenue or employee count.
- **Current Condition:** Prioritize properties in need of significant improvement or renovation.

- **Business Tenure:** Consider supporting businesses that have been established for a certain number of years within the Village.
- **Property Owner Awareness:** If the business owner is a tenant, then the Property Owner must indicate their awareness and acceptance of the improvements being made by submitting a Letter of Support with the application.
- **Vacant Properties:** Should property owners that currently have vacancies be allowed to participate?

3. Types of Eligible Improvements

A well-rounded program should encourage improvements that directly contribute to the appearance and functionality of storefronts. Examples include:

- **Exterior Painting and Cleaning:** To improve curb appeal.
- **Signage:** Installation of new or updated signage that aligns with Village Sign Code.
- **Windows and Doors:** Replacement of old or damaged windows and doors to enhance security and energy efficiency.
- **Awnings and Canopies:** Installation or refurbishment of awnings and canopies that contribute to the overall aesthetic of the building.
- **Lighting:** Installation of exterior lighting to improve nighttime visibility and safety.
- **Landscaping:** Addition or improvement of planters, greenery, and outdoor seating areas.
- **Parking:** resurfacing or updating the parking spaces available (includes lighting, accessibility, etc)

4. Funding Structure and Financial Incentives

Establishing a clear funding structure is crucial to the program's success. Consider the following approaches:

- **Matching Grants:** The Village could offer a matching grant program where the business or property owner covers a percentage of the cost, typically ranging from 25% to 50%.
- **Low-Interest Loans:** Partner with local banks to offer low-interest loans to cover the remaining cost of improvements.
- **Maximum Grant Limits:** Set a cap on the amount of funding provided per project to ensure the program can support multiple businesses.
- **Reimbursement Model:** Ensure that funds are distributed upon project completion and inspection to ensure work is completed to standard.
- **Village Liability:** Should there be "clawback" language if the business closes or moves within a certain timeframe from participation in the business?

5. Design Guidelines and Review Process

To maintain the aesthetic quality of improvements, design guidelines should be established. Consider the following:

- **Consistency with Village Character:** Improvements should align with the architectural style of River Forest, taking into account historical elements, color schemes, and materials.

- **Accessibility and Sustainability:** Encourage upgrades that improve building accessibility and energy efficiency (e.g., ADA compliance, energy-efficient windows).
- **Design Review Board:** A design review board or committee could be created to approve all projects before funds are disbursed, ensuring adherence to guidelines.
- **Coordination with Existing Codes:** Ensure that improvements comply with Village zoning and building codes.

6. Marketing and Outreach

The success of the program will depend on effective communication with business owners and stakeholders. Consider these strategies:

- **Community Engagement:** Host information sessions and workshops to explain the benefits and application process.
- **Partnerships:** Partner with the OPRF Chamber and other business organizations to spread the word.
- **Online Presence:** Develop a user-friendly webpage (within www.vrf.us) with application details, deadlines, and success stories.

7. Measuring Success

To evaluate the effectiveness of the façade improvement program, consider the following metrics:

- **Number of Participants:** Track the number of businesses that apply and successfully complete projects.
- **Property Value Increases:** Monitor changes in property values in areas where improvements occur.
- **Increased Foot Traffic and Sales:** Work with businesses to gauge whether improvements lead to increased customer traffic and sales.
- **Private Investment Leverage:** Measure the ratio of public to private investment.

Designing a façade improvement program for the Village of River Forest will require careful planning and collaboration between the Economic Development Commission, local businesses, and community stakeholders. By offering financial incentives, setting clear design guidelines, and ensuring a transparent review process, the program can foster a more vibrant and attractive business environment while supporting the Village's long-term economic development goals.

Budget Implications: The grant programs would operate out of the appropriate (North Ave or Madison St) TIF fund.

Documents Attached:

- Examples of other communities' programs

COMMUNITY	DETAILS	APPLICATION FORM	ADDITIONAL GUIDELINES
Morton Grove, IL	<p>The Morton Building Improvement Grant Program provides small grants of up to \$10,000 to commercial property owners and occupants for eligible exterior building, certain interior improvements, and signage improvements and up to \$5,000 for design and engineering costs on a reimbursement basis. The grant is open to any business or building owner located in the Morton Business District. Please consult the map below to determine whether a business or building is located in the designated area.</p> <p>The Morton Building Improvement Grant is funded through the Morton Business District Fund. Application can be made monthly. The application should be completed and delivered to the Morton Village Hall prior to the 15th of the month for consideration at the next upcoming Business District Development and Redevelopment Commission meeting. Those meetings are normally held on the second Wednesday of the month at 4:00 at the Morton Police Station. Applications are approved based on funding available for the fiscal year of application. The Village fiscal year is May 1 through the following April 30.</p>	<p>https://www.morton-il.gov/wp-content/uploads/2024/06/Building-Improvement-Grant-Application-05-01-24-fillable.pdf</p>	<p>https://www.morton-il.gov/wp-content/uploads/2024/06/Guidelines-Building-Improvement-Grant-05-01-24.pdf</p>
Elmhurst, IL	<p>The Façade Improvement Assistance Program is intended to promote revitalization in the development areas by providing financial assistance to building owners for improvements made to existing commercial buildings. Financial assistance is made available to provide a significant impact on the exterior of buildings, thus improving the marketing of the development areas. The intent of this program is for building owners, and individual business owners with consent of the property owner, to take full advantage of assistance available and encourage full renovation programs. Applicants are eligible to receive reimbursement of up to 50% of verified, qualified expenditures; the maximum amount awarded toward façade improvements is determined on total linear footage of improved frontage. Applicants are eligible for \$800/linear foot of improved frontage; minimum award \$20,000 and maximum award \$240,000. Applicants are eligible to receive an additional reimbursement of 50% of verified, qualified expenditures associated with life safety and accessibility upgrades of existing buildings up to \$30,000.</p>	<p>https://cms3.revize.com/revize/elmhurst/Document%20Center/Business/Economic%20Development/Business%20Incentives/Facade%20Grant%20Application%2002252022_202202251146479954.pdf</p>	<p>https://cms3.revize.com/revize/elmhurst/Document%20Center/Business/Economic%20Development/Business%20Incentives/TIFIncentivePolicy.pdf</p>
Kenilworth, IL	<p>In an effort to further promote the beautification of the Business District, the Village Board voted to approve a Façade Improvement Grant program at their August 19, 2024 meeting. The Board previously expressed interest in implementing a program of this nature, as well as tasking Village Staff with ways to expedite minor development projects. These objectives aligned with pre-existing goals of enhancing and developing the Business District as outlined in the Comprehensive Plan. Project cost must be a minimum of \$2,500, and the reimbursement is 50% of the verified cost of construction, up to a maximum reimbursement amount of \$15,000. Routine maintenance projects do not qualify for the grant.</p>	<p>https://www.vok.org/DocumentCenter/View/6077/Facade-Improvement-Grant-Program?bidId=</p>	
Naperville, IL	<p>1. Exterior Woodwork and Architectural Materials This category refers to the repair, cleaning, refinishing, restoration, or replacement of exterior woodwork or architectural materials. 2. Masonry This category refers to masonry repairs, restoration, tuckpointing, or low-pressure water or steam cleaning. 3. Windows and Doors This category refers to the repair, replacement, installation or restoration of windows (including display, ornamental, upper-story and storm windows) and exterior doors. 4. Cornices, Parapets, Awnings, Canopies and Roofs This category is for the installation or repair of cornices, parapets, awnings, canopies or roofs when part of facade renovation, or independently, when it is a visible part of the façade from Ogden Avenue or required by the Municipal Code to screen rooftop mechanical units and vent stacks.</p>	<p>They don't seem to have this program active right now.</p>	
Evanston, IL	<p>They offer: Great Merchant Grant Storefront Modernization Entrepreneurship Support Grant</p>		



1. **PROGRAM GUIDELINES:**

All Business Improvement Grant awards will match applicant expenditures on a 50/50 basis for eligible improvements. There shall be a funding amount of \$10,000 available for individual businesses. Multiple businesses located in multi-tenant buildings shall all be eligible for individual awards.

All businesses must meet the following criteria:

- ✓ The property must be located along the Main Street/Route 64 corridor, Lincoln Hwy/Route 38 corridor, Randall Road corridor, or zoned CBD-1 or CBD-2.
- ✓ The business must be considered one of the following uses as defined in Section 17.030.020 of Title 17 the Zoning Ordinance:
 - Art Studio
 - Cultural Facility
 - Indoor Recreation & Amusement
 - Live Entertainment
 - Hotel/Motel
 - Outdoor Sales, Permanent
 - Personal Services
 - Coffee Shop or Tea Room
 - Restaurant
 - Retail Sales
 - Tavern/Bar
 - Theater
- ✓ The leasable space must be located on the first floor/street level of the eligible building.
- ✓ Primary point of sale for merchandise/services in the store must be the location of the physical business.

Eligibility for an additional funding:

Businesses are eligible for an additional \$15,000 provided the property/business meets one of the following criteria (Total grant amount for any business shall not exceed \$25,000):

- ✓ The additional awards are used to update building code or fire code deficiencies required by change of use such as but not limited to: ADA accessibility improvements, fire sprinkler installation, fire alarms installation, repair, or updates, accessibility ramps/elevators.
- ✓ The building or leasable space has been vacant for more than 6 months.
- ✓ The proposed business is located in the Downtown Retail Overlay District.
- ✓ Large retail spaces that need to be demised to make leasing the space more feasible.
- ✓ Extraordinary costs based on a unique physical condition or alterations of the building can be considered on a case by case basis.



2. APPROVAL OF A BUSINESS IMPROVEMENT GRANT AWARD PROCEDURE:

The Community & Economic Development Department shall accept and process all applications for Business Improvement Grants.

- All applicants must request a BASE (Building Assessment & Safety Evaluation) visit by the Building & Code Enforcement Division and Fire Department to determine any necessary code upgrades required due to change in use or life safety issues.
- Awards of **\$10,000** or less are approved administratively by Director of Community & Economic Development Department or designee.
- Awards in **excess of \$10,000 up to \$25,000** are required to receive City Council approval.

3. ELIGIBLE IMPROVEMENTS

The following improvements shall be considered eligible to receive the Business Improvement Grant award:

- Accessibility improvements for handicapped persons.
- Creation of new exterior doors for access into new leasable commercial spaces.
- Demising walls for the purposes of creating individual leasable commercial spaces.
- Energy conservation improvements.
- Electrical work, including service upgrades.
- Fire alarm systems.
- Fire sprinkler system installation or upgrade, including any needed water service improvements.
- Heating, ventilation and air conditioning.
- Lighting.
- Plumbing.
- Restoration of historic interior architectural features, including ceilings, light fixtures, floors and architectural detailing.
- Structural additions for the purpose of expanding usable business space*
- Utility service upgrades, including water and sewer.
- Improvements not specifically listed as eligible or ineligible are subject to review on a case by case basis.
- Façade improvements- for businesses within the Façade Improvement Program Area (only if the Façade Improvement Program has committed all budgeted funding for the current fiscal year).
- Façade improvements- for eligible businesses outside Façade Improvement Program Area**

* No more than \$10,000 of BIG funds may go towards structural additions in any given fiscal year.

** Façade improvements are limited to the following 1) Permanent exterior building upgrades or enhancements that will improve the character of a building 2) Improvement, replacement or installation of storefront systems, doors, windows and trim materials. Proposed façade improvements should, to the extent possible, follow the design guidelines and standards described in Section 17.06 of the Zoning Code.



4. INELIGIBLE IMPROVEMENTS

The following items are **NOT** eligible for awards under the Business Improvement Grant:

- Acquisition of land or buildings.
- Product inventory.
- Interior signage.
- Lighting fixtures.
- Hard surface materials for non-retail exterior space (parking lots, sidewalks, etc.).
- Display window enhancements (hanging grid system, lighting, display shelf, etc.).
- Media marketing and advertising.
- Ongoing business expenses such as rent, payroll, consulting work, moving expenses, etc.
- Day-to-day operational costs (e.g. utilities, taxes, maintenance, refuse).
- Exterminator services.
- Landscaping
- Paint, tile, or other design elements.
- Furniture, cabinetry, carpets, office equipment, or similar interior finishes.
- Building permit fees and related costs.
- Sweat equity.
- Signs

5. COMMENCEMENT OF WORK:

Only after the Business Improvement Grant is approved by the City, can work commence. DO NOT START BEFORE -- YOU WILL NOT BE REIMBURSED FOR WORK DONE PRIOR TO CITY APPROVAL OF THE BUSINESS IMPROVEMENT GRANT AGREEMENT.

6. COMPLETION OF WORK:

All improvements must be completed within 270 calendar days of Business Improvement Grant Agreement approval, unless otherwise authorized by City staff for a maximum of a one (270) day extension. If the work is not complete by the end of the extension the City's remaining obligation to reimburse the owner or tenant for the project terminates.

7. REIMBURSEMENT PAYMENTS:

Upon completion of the work, the owner or tenant must submit copies of all design invoices, contractor's statements, other invoices, proof of payment and notarized final lien waivers to the Director of Community & Economic Development, as evidence that the owner or tenant has paid the architect and contractor(s). You should use the attached forms for the contractor's statement and final lien waivers. Payment will be authorized upon completion of all work items as originally approved and receipt of all of the required documents.



The Applicant will only be reimbursed for the amount of the award once all approved work has been completed and a Certificate of Occupancy is issued by the Building & Code Enforcement Division.

The Director of Community & Economic Development may authorize reimbursement to be made in two payments, if all of the following conditions are present: 1) The first partial payment may be made upon completion of work representing at least forty percent (40%) of the amount specified in the Business Improvement Grant Agreement; 2) The architect's invoices, contractor's statements, invoices, notarized final lien waivers and proof of payment for the completed work have been submitted; 3) The remaining work is expected to be delayed for thirty days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the owner or tenant.

In the case that the award covers multiple leasable spaces in one building, partial award funding can be disbursed as each individual leasable space is issued a Certificate of Occupancy. The amount of the partial disbursement shall be based on the proportion of square footage.

All Improvements shall be installed in accordance with the approved plan. Minor revisions as may be approved by a representative of the City Staff due to field conditions not known at the time of design, and similar circumstances beyond the Applicant's control. THIS IS A REIMBURSEMENT PROGRAM -- YOU MUST PAY YOUR ARCHITECT, CONTRACTORS AND SUPPLIERS BEFORE YOU RECEIVE PAYMENT FROM THE CITY.

Reimbursement awards are subject to Federal and State taxes, and are reported to the Internal Revenue Service on Form 1099. You are required to provide your taxpayer ID number or social security number as part of the Business Improvement Grant Agreement. Property owners and tenants should consult their tax advisor for tax liability information.

8. MAINTENANCE PERIOD:

The property owner and tenant shall be responsible for maintaining the improvements without alteration for five (5) years. A restrictive covenant limiting alterations may be required by the City Council at the time of approval of the Business Improvement Grant Agreement. A waiver from this requirement may be awarded by the City Council following a recommendation the by Director of Community & Economic Development, upon submittal of evidence of hardship or unusual circumstances.



INSTRUCTIONS AND FORMS FOR THE BUSINESS IMPROVEMENT GRANT

This packet contains information and documents needed to apply for an award from the City of St. Charles Business Improvement Grant. Please read all documentation and forms carefully. Should you have any questions, please call the Community & Economic Development Department at (630) 377-4443.

STEP BY STEP PROCESS

1. APPLY FOR A BUSINESS IMPROVEMENT GRANT:

- A. Review the Program Description (Attachment A) to determine if the improvements you are considering are eligible for a reimbursement award.
- B. You will need to work with a design professional to prepare a construction plan showing the design of your improvements. The plans will be reviewed by the Community & Economic Development Department and Fire Department staff to ensure compliance with the requirements of the program and all applicable codes.
- C. Call the Building & Code Enforcement Division at (630) 377-4406 to schedule a Building Assessment and Safety Evaluation (BASE) Review.
- D. Submit this application with any required building permit applications and your plans **with a \$25 application fee** to the Building & Code Enforcement Division, City of St. Charles, 2. East Main Street, St. Charles, IL 60174.

2. AWARD AGREEMENT:

- A. Staff will draft the Business Improvement Grant Agreement. The applicant must review and sign this agreement prior to final action by staff or the City Council.
- B. If the requested award amount is in excess of \$10,000, the draft Agreement will be presented at a Planning & Development Committee meeting. We will notify you when your application will be reviewed by the Planning and Development Committee. You and/or your design professional should plan to attend this meeting.
- C. The City Council will take final action on the Agreement. Normally, it is not necessary to attend this meeting.

3. INSTALLATION/CONSTRUCTION:

- A. Construct the improvements per approved plans and call the Building & Code Enforcement Division to schedule required inspections.
- B. Obtain a final JULIE location before commencing work.
- C. Award recipients will hire their own contractors and pay for the work. Adequate soil preparation is required if the project involves any site work or grading.
- D. Finish construction / installation.
- E. When all work is completed, call the Building & Code Enforcement Division at (630) 377-4406 to schedule final inspection of any part of the project for which a permit was required.



4. REIMBURSEMENT:

- A. Request reimbursement by submitting the following attached forms: Final Waiver of Lien, Contractor's Affidavit, Contractor's Sworn Statements to Owner (forms attached), IRS Form W-9, before and after photos, and proof of payment to contractors to the Economic Development Division.
- B. Receive reimbursement check from City Finance Department.

5. ONGOING:

- A. The Business Improvement Grant Agreement requires you to maintain the improvements for a five-year period.



AWARD APPLICATION FORM

1. APPLICANT INFORMATION:

Name: _____

Home Address: _____

Phone/email: _____

Name of Business: _____

Business Address: _____

Federal Tax ID Number: _____

(All awards are subject to Federal and State taxes, and are reported to the Internal Revenue Service on Form 1099 (W-9). You are required to provide your taxpayer ID number or social security number as part of the Business Improvement Grant. Property owners and tenants should consult their tax advisor for tax liability information.)

2. PROPERTY INFORMATION:

Address: _____

Property Identification Number: _____

3. ARCHITECT/DESIGN PROFESSIONAL:

Name: _____

Address: _____

Phone/email: _____

4. CONTRACTOR(S):

Name: _____

Address: _____

Phone/email: _____



5. SCOPE OF PROJECT (INCLUDE THE FOLLOWING WITH YOUR SUBMITTAL):

- A. Building Plans accurately drawn to scale, showing proposed improvements.
- B. Cost estimates for materials and labor. (There should be two cost estimates submitted, one for the estimated costs of all improvements to the building and one that highlights only the costs for eligible improvements).

4. STATEMENT OF UNDERSTANDING:

- A. I agree to comply with the guidelines and procedures of the St. Charles Business Improvement Grant.
- C. I understand that I must submit detailed cost documentation, copies of bids, contracts, invoices, receipts and contractors’ final waivers of lien upon completion of the approved improvements before any reimbursement payment will be authorized. “Before” and “After” pictures of the project must be submitted before funds will be released.
- D. I understand that work done before a Business Improvement Grant Agreement is approved by staff or the City Council is not eligible for an award.
- E. I understand that Business Improvement Grant reimbursement awards are subject to taxation and that the City is required to report the amount and the recipient of said awards to the Internal Revenue Service.

Signature of Applicant: _____

If the applicant is someone other than the owner of the property, the owner(s) must complete the following certificate:

I/We certify that I/we own the property identified on this application and that I/we hereby authorize the applicant to apply for a reimbursement award under the City of St. Charles Business Improvement Grant and undertake the approved improvements.

Signature of Owner(s): _____ Date: _____

Checklist for Eligible Improvements & Reimbursements

[ADDRESS]

[APPLICANT NAME]

Eligible Improvements				
Improvement Item	Estimated Cost	Work Completed (Yes/No)	Money Spent per Final submittal	Amount Reimbursed
Total of all eligible improvements				
Amount of anticipated grant at 50% of eligible cost of improvements				

Left two columns shall be completed by applicant at time of application submission. Remaining columns on right shall be completed by staff once materials have been submitted to request reimbursement.



CITY OF
ST. CHARLES
ILLINOIS • 1834

BUSINESS IMPROVEMENT GRANT

Application Packet

Updated July 2021

REIMBURSEMENT MATERIALS

FINAL WAIVER OF LIEN

STATE OF ILLINOIS)
)SS
COUNTY OF)

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____

to furnish _____

for the premises known as _____

of which _____ is the owner.

The undersigned, for and in consideration of _____

(\$ _____) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-describe premises.

Given under _____ hand _____ and seal _____

this _____ day of _____, 20____

Signature and Seal: _____

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS)
)SS
 COUNTY OF)
 TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is _____
 _____ of the _____
 who is the contractor for the _____ work on the property
 located at _____
 owned by _____.

That the total amount of the contract including extras is \$ _____ on which he or she has received payment of
 \$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
 there is no claim either legal or equitable to defect the validity of said waivers. That the following are the names of all parties who have
 furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for
 material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor
 and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL TO COMPLETE					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to nay person for material, labor or
 other work of any kind done or to be done upon or in connection with said work other than above stated.

Signature: _____ Date: _____

Subscribed and sworn to before me this _____ day of _____, 200_____.

 NOTARY PUBLIC

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

STATE OF ILLINOIS)
) SS
 COUNTY OF)

The affiant, _____(name) being first sworn on oath, deposes that he is
 _____ (position) of _____ (name of firm)
 being the contractor for _____(owner of premises)
 to furnish labor and materials for work on the property located at _____ (address of
 premises) and performed _____
 _____,(describe improvements)

on said property. Affiant further deposes that the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have or are doing labor on said improvements; that there is due and to become due them respectively, the amount set opposite their name for materials or labor as described; and that this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

Name/Address	Kind of Work	Amount of Contract	Retention (Incl. Current)	Net Previously Paid	Net Amount This Payment	Balance to Complete

Amount of Original Contract	\$ _____	Work Completed to Date	\$ _____
Extras to Contract	\$ _____	Less _____ % Retained	\$ _____
Total Contract & Extras	\$ _____	Net Amount Earned	\$ _____
Credits to Contract	\$ _____	Net Previously Paid	\$ _____
Balance to Become Due	\$ _____ (including Retention)		

I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed _____ Position _____

Subscribed and sworn to before me this _____ day of _____, _____

_____ Notary Public

The above sworn statement should be obtained by the owner before each and every payment.

***THIS DOCUMENT
PREPARED BY AND
AFTER RECORDING
RETURN TO:***

Village of Gilberts
Attn: Village Clerk
87 Galligan Road
Gilberts, IL 60136

Above space reserved for recorder's use

GILBERTS COMMERCIAL & INDUSTRIAL FAÇADE IMPROVEMENT PROGRAM

CENTRAL REDEVELOPMENT TIF

ECONOMIC INCENTIVE AGREEMENT

BY AND BETWEEN

THE VILLAGE OF GILBERTS

AND

(_____, Gilberts, Illinois)

ECONOMIC INCENTIVE AGREEMENT

THIS ECONOMIC INCENTIVE AGREEMENT (“*Agreement*”), is dated the _____ day of _____, 202__ (“*Effective Date*”), and is by and between the **VILLAGE OF GILBERTS**, an Illinois municipal corporation with offices located at 87 Galligan Road, Gilberts, Illinois (“*Village*”) and _____, an _____ with offices located at _____ (“*Recipient*”) (the Village and Recipient are collectively referred to as “*Parties*” and sometimes individually as a “*Party*”).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

SECTION 1. RECITALS.

A. The Recipient holds legal title to the property commonly known as _____, Gilberts, Illinois, legally described in Exhibit A (“*Property*”).

B. The Recipient has operated a _____ (“*Business*”) on the Property for the last _____ years.

C. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq. (“*Act*”), to finance redevelopment projects in accordance with and pursuant to the Act.

D. The Village is authorized under the provisions of the Illinois Municipal Code to make grants to commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the Village, 65 ILCS 5/8-1-2.5.

E. Pursuant to Ordinance No. 08-22, Ordinance No.08-23, and Ordinance No. 08-24, each approved and adopted by the Corporate Authorities on October 22, 2008, the Village approved the Redevelopment Plan and Project for and the creation of the Central Redevelopment Project Area (“*Central Redevelopment TIF*”) and authorized the use of Tax Increment Financing pursuant to and in accordance with the Act.

F. The Property is located within the boundaries of the Central Redevelopment TIF.

G. The Village has established and administers the Commercial & Industrial Façade Improvement Program (“*CIFIP*”) allowing eligible property owners within the Central Redevelopment TIF to apply for and receive economic incentive grant funding for certain rehabilitative purposes.

H. The Recipient submitted the application attached as Exhibit B (“*Application Documents*”) seeking a CIFIP tax increment financing grant award (“*CIFIP Grant*”).

I. The Recipient specifically seeks the CIFIP Grant to improve the overall exterior appearance of the Business and Property, including, without limitation, making the improvements more fully described in Exhibit C (“*Improvements*”).

J. Pursuant to the Act, including, without limitation, 65 ILCS 5/11-74.4-3(q), the Village is authorized to appropriate and expend funds for reimbursement of certain development or redevelopment costs within tax increment financing districts, including, without limitation, costs of rehabilitation, reconstruction, or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements.

K. The Village finds and determines that providing the CIFIP Grant to the Recipient will (1) further the objectives of the Redevelopment Plan and Project for the Central Redevelopment TIF, (2) improve the overall image of the Central Redevelopment TIF and thereby increase the property values of commercial and industrial properties within the TIF; (3) strengthen the overall economy, equalized assessed value, and quality of life within the TIF and the Village as a whole; (4) remove and alleviate adverse conditions by providing an incentive to the Recipient to invest in the Property that would not otherwise occur but for the funding provided by the Gilberts CIFIP; (4) assist the Recipient with the rehabilitation and restoration of the visible exterior of the Property for the betterment of the TIF and the community; and (5) reduce blight and promote the overall health, safety, and welfare of the Village and its residents.

L. The Village Board find that it is necessary and desirable to provide the Recipient a CIFIP Grant in the amount of \$ _____, and that doing so is consistent with the Act and the CIFIP rules and regulations.

SECTION 2. CIFIP TAX INCREMENT FINANCING GRANT AWARD.

A. Subject to this Agreement’s terms, the Village agrees to provide to the Recipient an award in the amount of _____ and [no]/100ths (\$ _____) dollars (“*Award*”) to allow the recipient to invest in the Business and to support the Business’s success in the Village and to further implement the Redevelopment Plan and Project for the Central Redevelopment TIF. This Award will only be provided to the Recipient to reimburse the Recipient for TIF eligible costs.

B. Upon completing installing the Improvements and the Village’s completion of a final inspection of the Property for the permitted work in accordance with this Agreement and all Village codes, rules, and regulations, as amended, the Recipient shall submit to the Village: (1) a letter requesting reimbursement pursuant to this Agreement; (2) a report of the final inspection for permitted work; (3) a report of the final inspection verifying the work has been completed in accordance with the proposed project; (4) copies of all final invoices showing the cost of services concerning the Improvements; (5) signed and notarized final lien waivers from all of Recipient’s contractors, subcontractors, employees, or individuals providing any services concerning the Improvements; and (6) proof of payment of all costs associated with the Improvements (collectively, “*Recipient Documents*”).

C. Within sixty (60) days of receiving a complete set of Recipient Documents, the Village will issue a check to the Recipient in the amount of the Award. In no case shall the Village's payment exceed the Award amount, regardless of the amount of any costs incurred by the recipient.

D. The Award will be payable to the Recipient only from available increment funds from the Central Redevelopment TIF and from no other source. The Recipient will have no recourse against the Village's general fund or other Village revenues.

SECTION 3. MAINTENANCE.

A. Upon Recipient's completion of the Improvements pursuant to this Agreement and at all times during this Agreement's term, the Recipient shall be responsible for preserving and maintaining the Improvements in the condition and state set forth in Exhibit C and in full compliance with all Village codes, rules, and regulations, as amended, including, without limitation, this Agreement and CIFIP rules and regulations.

B. The Village Administrator or his designee ("**Administrator**") may, upon reasonable notice, periodically review the progress and condition of the Improvements. Such inspections shall not replace or be a substitute for any required inspection by the Village or other entity with jurisdiction over the Property. All improvements the Village finds not to be in compliance with Exhibit C shall be immediately remedied by the Recipient and deficient or improper improvements shall promptly be replaced and made to comply with Exhibit C.

SECTION 4. DEFAULT; CLAWBACK; REMEDIES.

A. If, within three (3) years of the date the Village delivers the Award to the Recipient, the Recipient relocates its business outside of the Village, ceases business operations, fails to comply with the terms of this Agreement, fails to comply with CIFIP rules and regulations, or fails to maintain the Improvements in the condition and state set forth in Exhibit C (collectively, "**Default Event**"), the Recipient must refund the Village in accordance with the following:

<u>Timing of Default Event</u>	<u>Percentage of Award that must be refunded</u>
Within 1 year of Award payment	100%
Within 2 years of Award payment	67%
Within 3 years of Award payment	33%

B. If the Recipient fails for any reason whatsoever to: (1) apply for and obtain all permits and approvals necessary to construct the Improvements within 6 months of the Effective Date; and (2) apply for and receive from the Village a full and binding occupancy certificate within 12 months of the Effective Date this Agreement and the Parties' rights and obligations hereunder will automatically terminate, and the Recipient shall not be entitled to receive any Award.

C. If the Recipient fails for any reason whatsoever to complete the Improvements in conformity with Exhibit C and the terms of this Agreement, then upon written notice given by the

Administrator to the Recipient, this Agreement shall terminate and all the Village's obligations and duties under this Agreement, including, without limitation, the payment of the Award to the Recipient, shall become null and void.

D. In the event that the Recipient fails for any reason whatsoever to pay any amount owed pursuant to Section 4.A., or otherwise violates any provision of this Agreement or CIFIP rules and regulations, the Village may pursue, and hereby reserves, any and all remedies, including, without limitation, all remedies available at law or in equity. This Section 4.D. shall survive the voluntary or involuntary termination of this Agreement.

SECTION 5. INSURANCE AND INDEMNIFICATION.

A. Insurance. Recipient will procure and deliver to the Village evidence of such insurance policies, at the Recipients cost and expense, and shall maintain in full force and effect through the term of this Agreement, a policy or policies of commercial general liability insurance and, during any period of constructing the Improvements, contractor's liability insurance, with liability coverage under the commercial general liability insurance to be not less than one million and [no]/100 (\$1,000,000.00) dollars each occurrence and two million and [no]/100 (\$2,000,000.00) dollars aggregate. All such policies shall in such form and issued by such companies as shall be reasonably acceptable to the Village Attorney to protect the Village and the Recipient against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Property. Each such policy shall name the Village as an additional insured. Any insurance carried by the Village for like risks shall be secondary and in excess of the insurance required hereunder. The Village shall be given written notice at least thirty (30) days prior to any cancellation or material amendment of any policy required hereunder.

B. Village Review. The Recipient acknowledges and agrees that the Village is not, and shall not be, in any way liable for damages or injuries that may be sustained as the result of the Villages review and approval of any plans for the Property, including, without limitation, the issuance of any approvals, permits, certificates, or acceptances for the Property or the Village's approval of this agreement, that the Village's review and approval of those plans and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Recipient, or any of its heirs, successors, assigns, tenants, and licensees, or any other Person, against damages or injury of any kind at any time.

C. Village Procedure. The Recipient acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge the Village's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

D. Indemnity. The Recipient releases the Village from, and covenants and agrees that the Village shall not be liable for, and covenants and agrees to defend, indemnify, and hold harmless the Village and its elected and appointed officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, investigations, 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 Improvements, the Property, or the Agreement,

including, without limitation, actions or claims arising from or related to the Prevailing Wage Act (820 ILCS 30/0.01, *et seq.*) (“*Act*”). The Recipient further covenants and agrees to pay for or reimburse the Village and its elected and appointed officials, officers, employees, and agents for any and all costs, reasonable attorney’s fees, liabilities, and expenses incurred in connection with investigating, defending against, or otherwise in connection with any such losses, claims, damages, liabilities, investigations, 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 this Agreement’s voluntary or involuntary termination.

The Recipient understands and acknowledges that, depending on how the Recipient uses the Award, the Award and any work or labor the Recipient purchases with the Award may become subject to the Act. The Recipient covenants and agrees to comply, and to contractually obligate and cause its construction manager, any general contractor, each subcontractor or other applicable entity or person to comply with the applicable requirements of the Act. All contracts subject to the Act shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the prevailing wage rates are revised, the revised rates shall apply to all such contracts. The Recipient shall provide the Village with copies of all such contracts entered into by the Recipient or others to evidence compliance with this Section. The Recipient together with its contractors, subcontractors, agents, employees and others may be obligated to provide such documents, information and certifications, including appropriate payroll certifications, as are necessary to comply with the Act. The Recipient will maintain segregated accounting records detailing expenses incurred and paid for with public and private funds.

SECTION 6. RECIPIENT’S OBLIGATIONS.

A. Construction of Improvements.

1. Construction. The Recipient shall construct and install the Improvements on the Property in substantial compliance with the project scope, site plans, architectural plans and elevations, engineering plans, and plats, as appropriate, submitted to and approved by the Village. Further, the Recipient will at all times operate and maintain the Improvements, Business, and Property in compliance with all applicable Village, state, and federal laws, ordinances, rules, and regulations, including, without limitation, all applicable zoning ordinances, building codes, environmental codes, life safety codes, and tax ordinances, rules, and regulations of the Village, as the same may be amended from time to time.
2. Construction Permits. No construction, improvement, or development of any kind shall be permitted on any portion of the Property unless and until the Recipient has received approval from all necessary Village commissions, boards, and departments, and has been issued valid and binding building permits. Further, no business operation or occupancy of the Property may occur prior to the issuance of a full and binding occupancy certificate.

3. Fees, Costs, and Expenses. The Recipient shall be responsible for and pay all Village imposed fees on the construction and operation of the Business, including, without limitation: a) all Village costs incurred administering CIFIP and the Agreement; b) all Village costs incurred drafting and negotiating this Agreement, including legal fees and expenses; and c) the Village's costs and fees incurred enforcing this Agreement, including reasonable legal fees, expenses, and appeal costs and fees.
4. Modifications to Improvements. For the time period beginning on the Effective Date and ending on the third anniversary of the date the Village delivers the Award to the Recipient, the Recipient shall not enter into any Agreement or contract or take any action or inaction to alter, change or remove the Improvements, or the approved design thereof, nor shall Recipient undertake any other changes, by contract or otherwise, to the Improvements unless such changes are first submitted to the Administrator, and any additional review body designated by the 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 Exhibit C.

B. Certificate of Assistance. The Recipient agrees to place a certificate, in a form provided by the Village, indicating the Recipient is a participant in CIFIP, in the front window or other location on the premises that is visible to the public during this Agreement's term.

SECTION 7. TERM.

Except as otherwise provided herein, this Agreement's term shall begin on the Effective Date and end on the third anniversary of the date the Village delivers the Award to the Recipient.

SECTION 8. GENERAL PROVISIONS.

A. Recordation. This Agreement shall be recorded with the office of the Kane County Recorder at the Recipient's expense. All contracts and deeds of conveyance relating to the property, or any part thereof, and all contracts conveying an ownership interest in the Business, shall be subject to the provisions of this Agreement.

B. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective successors and permitted assigns and no third party is intended to or shall have any rights hereunder.

C. Assignment. No part of this Agreement may be assigned by any of the Parties hereto without prior written consent of the other Parties.

D. CIFIP. The recipient represents and warrants that the statements and representations in the Application Documents are true, accurate, and complete. Recipient's failure

to provide truthful, accurate, or complete Application Documents, shall constitute a Default Event and will relieve the Village of its duties and obligations under this Agreement, including, without limitation, payment of the Award.

E. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties hereto. All prior agreements between the Parties, whether written or oral, are merged herein and shall be of no force and effect.

F. Amendments and Modifications. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed by the Parties pursuant to all applicable statutory procedures.

G. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

H. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village to exercise at any time any such rights shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the Village's right to enforce such rights or any other rights.

I. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by a reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid.

Notices and communications to the Recipient shall be addressed to, and delivered at, the following address:

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Gilberts
87 Galligan Road
Gilberts, Illinois 60136
Attn: Brian Bourdeau

With a copy to:

Ancel Glink, P.C.
140 South Dearborn Street, 6th Floor
Chicago, Illinois 60603
Attn: Kurt S. Asprooth

J. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue for any dispute relating to this Agreement shall be in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.

K. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidate thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

L. Interpretation. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement, and any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

M. Exhibits. Exhibits A – C attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. Any conflict between the terms of this Agreement and its exhibits shall be resolved in favor of this Agreement.

N. Authority to Execute.

1. The Village. The Village hereby represents to the Recipient that the persons executing this Agreement on its behalf have been properly authorized to do so by its Village Board.
2. The Recipient. The Recipient hereby warrants and represents to the Village (i) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (ii) that all legal actions needed to authorize the execution,

delivery, and performance of this Agreement have been taken, and (iii) that neither the execution of this Agreement nor the performance of the obligations assumed by the Recipient will (a) result in a breach or default under any agreement to which the Recipient is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Recipient or the Property are subject, and to which the Recipient has actual or constructive knowledge.

O. Freedom of Information Act Compliance. The Recipient agrees to maintain, without charge, all records and documents concerning or relating to this Agreement and the Property in accordance with the Freedom of Information Act 5 ILCS 140/1, *et seq.* (“**FOIA**”). Upon Village’s request, the Recipient shall produce all records requested by Village within the timeframe requested by Village, and if additional time is needed to compile the requested records, the Recipient shall promptly notify the Village. In the event that either party is found to have not complied with FOIA due to the other party’s failure to produce documents or otherwise appropriately respond to a request under FOIA, then the party failing to produce and/or respond shall indemnify and hold harmless the other party, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys’ fees and penalties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the date first written above.

VILLAGE OF GILBERTS,
an Illinois municipal corporation

By: _____
Guy Zambetti, Village President

ATTEST:

By: _____
Lynda Lange, Village Clerk

Dated: _____

_____,

an _____

By: _____

Name: _____

Title: _____

Dated: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO**
HEREBY CERTIFY THAT _____, the _____ of
_____, an _____, is personally
known to me to be the same persons whose name is subscribed to the foregoing instrument, and
appeared before me this day in person, and acknowledged that he signed, sealed and delivered the
said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 202__.

Signature of Notary

Seal

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT** Guy Zambetti and Lynda Lange, the Village President and Village Clerk, respectively, of the **VILLAGE OF GILBERTS**, an Illinois municipal corporation, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act on behalf of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 202__.

Signature of Notary

Seal

My Commission expires:_____

Exhibit A

Property's Legal Description

P.I.N.: _____

Commonly Known As: _____, Gilberts, Illinois

Exhibit B

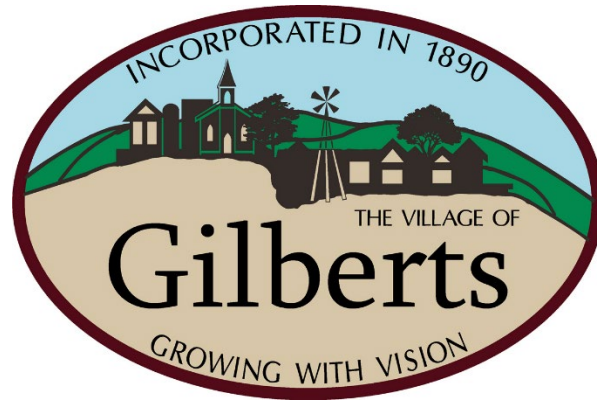
Application

[Attached]

Exhibit C

Description and Depiction of Improvements

[Attached]



Village of Gilberts

**Commercial & Industrial Façade Improvement Program
(CIFIP)**

Policy and Application

Submit Applications to:

Riley Lynch, Management Analyst

87 Galligan Road

Gilberts, IL 60136

Program Purpose

The purpose of the Gilberts Commercial and Industrial Façade Improvement Program (CIFIP) is to encourage property owners within Gilberts to improve the overall exterior appearance of their businesses, and to transform commercial and industrial areas into well-cared for and vibrant properties.

The Gilberts CIFIP seeks to accomplish the following:

- To improve the overall image and increase property values of commercial and industrial properties to strengthen the economy, EAV, and quality of life in the Village.
- To remove and alleviate adverse conditions by encouraging private investment in the rehabilitation and maintenance of owner-occupied properties.
- To assist property owners and tenants with rehabilitating and restoring the visible exterior of existing structures for the betterment of the community.
- To further the objectives of the TIF 1 Redevelopment Plan program including but not limited to reducing or eliminating the recurrence of blighted conditions.

Program Details

The Village of Gilberts will allocate funds on an annual basis, as budgeted. Please note all proposed property improvements are subject to strict review by Village staff and approval by the Village Administrator. Grant funding is subject to the following conditions:

- Grant funding shall be administered in the form of reimbursement following the completion of an approved project, and presentation of a receipt or similar material.
- The total amount available for all grant applications and projects each year of this program will be set forth in the Village's Annual Budget, and will be payable only from available increment funds from the Central Redevelopment TIF (TIF #1) account. Funding will only be provided up to the amount budgeted for that specific fiscal year and only if there are sufficient funds available in the Central Redevelopment TIF (TIF #1) account. Funding is, therefore, wholly contingent upon available budgeting and TIF funds, and the Village make no representations or warranties that CIFIP funding will be available for all applicants.
- The grant shall not exceed 50% of all eligible activities or \$50,000, whichever is less.
- Upon approval by the Village Administrator, applicants must secure a building permit within 60 days and adhere to all building, zoning, and inspection requirements.
- Approved projects must be completed by 12 months after approval of the CIFIP application in order to receive reimbursement funding, unless an extension is requested.

Program Goals (Must meet two of these goals to qualify)

The Gilberts Commercial & Industrial Façade Improvement Program seeks to ensure that all eligible commercial property owners and businesses have an equal opportunity to access support while also allowing for public funds to be invested for the public good. The program goals are as follows:

- Attract, retain, or expand businesses.
- Attract or retain jobs.
- Enhance the overall commercial and industrial façade along the Route 72 corridor.
- Increase the Village's tax base by facilitating development of underutilized properties.

- Provide for the development of public amenities or infrastructure.
- Support Village planning initiatives by advancing catalytic projects identified in Village plans, including but not limited to the Comprehensive Plan and TIF 1 Redevelopment Plan.
- Encourage development projects that enhance the streetscape and pedestrian experience and improve the vitality of commercial districts by adding interest and activity on the first floor of mixed-use buildings and parking facilities.

Program Eligibility

All commercial and industrial property owners and business owners within TIF #1 are eligible for to apply this program. Additionally, all proposed projects must conform to the Village’s Code of Ordinances and the Unified Development Ordinance including site development standards.

The following property owners are NOT eligible:

- Property/business owners not with TIF District #1 (Map of the TIF district available at www.villageofgilberts.com)
- Property/business owners of properties or structures which are unpermitted nonconforming uses according to the Village’s zoning code.
- Property/business owners in default of any municipal fees or taxes or property taxes.
- Property/business owners with outstanding building, zoning, property maintenance, or Village Code violations on any properties owned and/or occupied by them within the Village of Gilberts that would not otherwise be corrected by applying for the program.
- Property owners or properties who have received Façade Improvement Program funding in the past 5 years.
- Property owners who are Village officials or employees of the Village of Gilberts.

Examples of projects eligible for grant funding include:

- | | |
|--|--|
| • Façade cleaning | • Fences (Other than chain-link) |
| • New siding and siding repair (Except when replacing with metal siding) | • Landscaping retaining walls and improvements |
| • Front and wrap-around porches | • Painting with neutral colors in general conformance with the surrounding area |
| • Front and rooftop patios or walkways | • Windows and doors |
| • Decorative masonry walls | • Tuckpointing |
| • Exterior cornices | • Awnings/canopies |
| • Exterior lighting and/or lighting improvements | • Restoration of brick using a non-abrasive paint removal material (e.g., corn cob or walnut shell pieces, etc.) |
| • Pitched roofs | • Similar & compatible projects as approved by the Village Administrator |
| • Removal of inappropriate exterior finishes, materials, or features | |
| • Replacement of sidewalks in the public right-of-way | |

Examples of ineligible projects include:

- Building permit fees and related costs
- Professional service fees including but not limited to design, engineering, architectural, and structural fees
- Replacement of driveways or parking lots.
- Signs, sign fees and related costs
- Flat roofs
- Landscaping maintenance
- Painting masonry that was not previously painted
- Sandblasting of brick
- Acquisition of land and/or buildings
- New construction or development not directly related to improving a façade.
- Projects not visible from the public right-of-way
- Projects completed prior to receiving approval for this grant program.

Program Application Process

Property owners seeking CIFIP grant funding shall apply as follows:

- Applications will be accepted by the Village beginning January 1st of each new year through October 31st of that year. Applications submitted between October 31st and December 31st will be considered for the next year's program. Applications and awards are considered in the order in which they are received. **Only expenses incurred after May 1, 2022 will be eligible for CIFIP grant funding.**
- Submit the application to:
Riley Lynch, Management Analyst
Village of Gilberts
87 Galligan Road
Gilberts, IL 60136
- Application Checklist: The following items must be attached to your application. Applications will be considered incomplete until all of the items have been received.
 - Completed Façade Improvement Program application
 - Completed and signed Grant Agreement
 - Proof of ownership or owner authorization
 - Proof of property taxes paid
 - Photos of commercial structure to be improved
 - Detailed description and sketch/rendering of the work to be performed (including building materials and color scheme)
 - Working architectural drawings, if requested
 - Schedule of work to be completed

Program Review and Approval Process

Applications will be reviewed and approved according to the following process:

- Applications will be reviewed as they are submitted and approved on a rolling basis until the funds budgeted for that program year are depleted.
- The Village will evaluate each application for its extent/scope of work proposed, the applicant's eligibility for the program, and its potential to contribute to the specified goals.
- Following the review process, and determination that the proposed project and location is eligible for this program, Village staff will recommend which applications should receive funding based upon the adopted budget.
- After recommendation by staff, the Village Administrator will make the final approval of the application. *The Village of Gilberts retains the right to approve/deny an entire request or portions thereof.*
- No application is approved and no grant funding will be provided unless and until the Applicant and the Village execute a CIFIP Economic Incentive Agreement in a form substantially similar to the form attached hereto.

Program Reimbursement

Project reimbursement will occur upon completion of the project and final inspection by the Village as outlined in the accompanying grant agreement. If costs exceed the original estimates, the property owner will be responsible for the full amount of the excess. The Village will not reimburse more than the total amount specified in the letter of intent. If any work commences before authorization is granted, these costs will not be eligible for reimbursement. The following items must be submitted in order to process the reimbursement:

- Letter requesting reimbursement
- Final inspection(s) for permitted work
- Final inspection verifying the work has been completed in accordance with the proposed project.
- Copies of all final invoices
- Signed and notarized waiver(s) of lien on the property
- Proof of payment (i.e. canceled check, credit card statement, receipt, invoice, etc.)

Upon submittal of all applicable reimbursement materials, reimbursement will be placed on the warrant list for approval of the reimbursement payment by the Village Board at a regularly scheduled Village Board meeting. *Please note, this process can take up to 4 weeks.*

Program Penalties

All applicants granted financial support are required to comply with all Village codes and ordinances. Failure to do so, as documented by citations issued by the Village of Gilberts, will subject that awardee to all applicable fines and penalties allowable under Village code including a reduction in this program's grant funding in part or in full.

Any intentional removal or modification to the façade improvement which is not in accordance with the approved project, or any business operation that ceases within three years will require reimbursement of awarded funds. The reimbursement of the award will adhere to the grant agreement and the following table:

<u>Timing of Default Event</u>	<u>Percentage of Award that must be refunded</u>
Within 1 year of Award payment	100%
Within 2 years of Award payment	67%
Within 3 years of Award payment	33%

Questions

Interested property owners are encouraged to contact the Village prior to submitting an application for any questions regarding the Gilberts Commercial & Industrial Façade Improvement Program. Inquiries can be directed to Riley Lynch, Management Analyst at 847-428-2861 x603 or rlynch@villageofgilberts.com.

Village of Gilberts

Gilberts Commercial & Industrial Façade Improvement Program Application

Property Owner Name: _____

Applicant Name (If different than owner): _____

Phone Number: _____

Email Address: _____

Property Address: _____

Property Identification Number: _____

Description of Project

Project Budget: \$ _____

Reimbursement Request: \$ _____

Checklist of Required Attachments

- Completed Façade Improvement Application
- Completed and signed Grant Agreement
- Proof of Property Ownership
- Proof of Paid Property Taxes
- Photos of Structure to be Improved
- Detailed Description and Sketch/Rendering of the Work to be Performed (Including building materials, and other relevant details)
- Working Architectural Drawings, if requested
- Schedule of Work to be Completed

Statement of Understanding

- I (we), agree to comply with the stipulations, guidelines, and procedures of the Village of Gilberts' CIFIP. I have read and understand the policy as described.
- I (we) certify that the information supplied in this application is, to the best of my (our) knowledge, true, accurate, and complete, and is provided for the purpose of obtaining approval to participate in the Village of Gilberts' CIFIP.
- I (we) understand that I (we) must submit detailed cost documentation, copies of bids, contracts, invoices, receipts, and contractor's final waivers of lien upon completion of the approved improvements.
- I (we) understand that any and all work, requiring a Village building permit, must be performed in accordance with and must meet any and all Federal, State, and local building code standards.
- I (we) understand that work done before a Façade Improvement Agreement is approved by the Village is not eligible for a grant.
- I (we) understand the Façade Improvement reimbursement grants are subject to taxation and that the Village is required to report the amount and recipient of said grants to the IRS.
- I (we) agree to hold harmless, indemnify, and defend the Village of Gilberts, and their employees and agents, for any and all liabilities arising out of this application, loan, construction or other project(s), and any agreement to share costs, including but not limited to any and all lawsuits or other disputes.

Applicant's Signature: _____ **Date:** _____

Owner Authorization (If applicable)

If the applicant is not the owner of the property, you must have the following certificate:

I certify that I am the owner of the property at _____, and that I authorize the applicant to apply for a reimbursement grant under the Village of Gilberts' Commercial & Industrial Façade Improvement Program (CIFP) and undertake the approved improvements.

Owner(s) Printed Name: _____ **Phone:** _____

Owner(s) Signature: _____ **Date:** _____

Village Use Only

Date Received: _____ **Was the Application Complete?** Yes No

Staff Signature: _____ **Date:** _____

CIFIP Boundary (TIF #1)

