

VILLAGE OF HUNTLEY



FACADE IMPROVEMENT ASSISTANCE PROGRAM

PROGRAM OVERVIEW, APPLICATION AND AGREEMENT

VILLAGE OF HUNTLEY
DEVELOPMENT SERVICES DEPARTMENT
10987 MAIN STREET
HUNTLEY, IL 60142
(847) 515-5252

WWW.HUNTLEY.IL.US

TABLE OF CONTENTS

SECTION I: PROGRAM PURPOSE..... 2

SECTION II: ELIGIBLE APPLICANTS..... 2

SECTION III: ELIGIBLE BUILDINGS 2

SECTION IV: ELIGIBLE IMPROVEMENTS 3

SECTION V: INELIGIBLE IMPROVEMENTS 3

SECTION VI: PROGRAM TERMS 4

SECTION VII: APPLICATION REVIEW PROCESS 5

SECTION VIII: SELECTION CRITERIA..... 5

SECTION IV: COMPLETION OF WORK 6

SECTION V: QUESTIONS 6

APPENDIX..... 7

I. PROGRAM PURPOSE

The Village of Huntley Façade Improvement Assistance Program is designed to promote the revitalization of Downtown Huntley and the surrounding area in accordance with the goals and recommendations of the Downtown Revitalization Plan and the Village's Commercial Design Guidelines. The program will provide financial assistance for façade renovations to help property owners and lessees rehabilitate and restore the exterior of existing buildings. The financial assistance is in the form a matching grant up to \$10,000 that will be paid by the Village of Huntley.

II. ELIGIBLE APPLICANTS

Applicants may be the owner or lessee of an eligible building within the target area identified in Section III. A lessee's eligibility is subject to written consent of the building owner for all proposed improvements.

III. ELIGIBLE BUILDINGS

The Façade Improvement Assistance Program is intended to provide financial assistance to promote the continued use of existing buildings within the Downtown Tax Increment Financing (TIF) District. Eligible buildings must meet the following criteria:

- The proposed improvements must be to an existing building within the TIF District.
- The building shall not be used solely for residential purposes.
- The building and/or property shall not have any current zoning, building or property maintenance code violations.

IV. ELIGIBLE IMPROVEMENTS

The Façade Improvement Assistance Program is intended to encourage exterior improvements that preserve and enhance the character of the Village and help create a pedestrian friendly atmosphere. Projects within or adjacent to the downtown shall comply with the design guidelines found within the Downtown Revitalization Plan and projects located outside of the downtown shall comply with the Village's Commercial Design Guidelines. Eligible improvements shall include:

- Design professional fees
- Brick cleaning
- Tuck pointing
- Painting, except for the painting of previously unpainted brick or stone
- Wall façade repair and improvement
- Original architectural features repair and replacement
- Exterior doors
- Windows and window frames
- Shutters
- Awnings without signage
- Exterior lighting
- Streetscape elements
- Landscaping
- Stairs, porches, railings
- Roofs, when visible from a public right-of-way
- Exterior improvements for ADA compliance
- Other improvements that are visible from a public right-of-way and have a positive impact on the appearance of the building.

V. INELIGIBLE PROJECTS

The Façade Improvement Assistance Program will not provide funds for working capital, debt refinancing, equipment/inventory acquisition, application fees, permit fees, legal fees, plumbing repair/improvements, HVAC repair/improvement, parking lot resurfacing, signage or interior remodeling. Furthermore, the program will not provide assistance for the painting of previously unpainted brick or stone, sandblasting brick or stone, or any other abrasive cleaning method that may damage or destroy an original architectural feature.

VI. PROGRAM TERMS

The terms of the Façade Improvement Assistance are summarized as follows:

- a) The total project costs may be reimbursed up to fifty percent (50%) of verified eligible expense, up to a maximum of \$10,000.
- b) The value of proposed improvements must be at least \$1,000 to qualify for the program.
- c) The project must meet all applicable building code and zoning ordinance requirements.
- d) Each eligible improvement will be funded only once.
- e) The maximum aggregate amount of all grants approved for a building or property within any five (5) year period shall be limited to \$20,000.
- f) The property owner and lessee will be responsible for maintaining the façade improvement(s) without alterations for a period of no less than five (5) years, unless otherwise approved by the Village Board.
- g) Project costs that are begun before Village Board approval of the Façade Improvement Agreement will not be eligible for reimbursement funding.
- h) A grant shall not be awarded to any business or property owner who has received other financial incentives from the Village for a particular business or property.
- i) Qualified applicants may serve as their own contractor, but in this case, only material costs will be covered by the grant.
- j) Improvements must be completed within six (6) months from the date of the grant approval. A six (6) month extension may be allowed provided there is demonstrated hardship.
- k) Upon completion of work, the owner or lessee must submit copies of all architect's invoices, contractor's statements, invoices, proof of payment, and notarized final lien waivers to the Director of Development Services, as evidence that the owner or lessee has paid the architect and contractors. Payment of the approved grant amount will only be authorized upon completion of all work items as originally approved and receipt of all required documents.
- l) Failure to abide by the terms and conditions of the Façade Improvement Assistance Program will result in forfeiture of program funding.
- m) Grant funding is subject to Federal and State Taxes and is reported to the Internal Revenue Service on a form 1099. Property owners and lessees should consult their tax advisor for tax liability information.
- n) The total number of grant applications that may be approved within a fiscal year is dependant on the amount appropriated for the Façade Improvement Assistance Program for that fiscal year.

VII. APPLICATION REVIEW PROCESS

An applicant must first meet with the Director of Development Services prior to completing the application to determine if the property/building and the proposed improvements are eligible for the program and review application requirements.

Applications for the Façade Improvement Assistance Program will be accepted on a first-come first-served basis. Only completed applications that include all required submittal documents will be accepted for consideration by the Village Board.

Once received, the Development Services Department will review the application for accuracy and completeness. If the application is determined to meet the program and application requirements, it will be forwarded to the Village Board for consideration on the next available meeting agenda. If the application receives Village Board approval, the applicant must enter into an agreement with the Village. A draft of the agreement is included as part of this guide.

An application for the Façade Improvement Assistance Grant Program shall include the following documents:

- a. Completed and signed Façade Improvement Assistance Program Application
- b. Current photographs of the property to be improved (all elevations visible from a public right-of-way)
- c. Historical photograph of the property to be improved (if available)
- d. Drawings of the proposed improvements (drawings do not have to be professional architectural renderings, but must be to scale so that the Village can understand the proposed project)
- e. Color and material samples, if relevant
- f. Written description of the scope of the proposed project
- g. Preliminary estimate of cost for all proposed improvements

VIII. SELECTION CRITERIA

Every project will be evaluated by the Village Board for the value of aesthetic improvement to the Village of Huntley and scope of the proposed work. Other criteria that will be considered:

- Condition of the building and need for renovation
- Extent to which the improvements conform to the Downtown Revitalization Plan Design Guidelines and Commercial Design Guidelines
- Extent to which the proposed improvements restore, maintain or enhance the character of the building and surrounding area

IV. COMPLETION OF WORK

All improvements must be completed within six (6) months of the execution of the Façade Improvement Agreement. A maximum extension of six (6) months may be granted by the Village Manager if the extension is justified by the particular circumstances. If the work is not completed by the end of the extension, the Village's obligation to reimburse the property owner or lessee for the project is terminated.

Upon completion of the façade improvements, the funding recipient must schedule a final inspection and submit copies of all architect's invoices, contractor's statements, invoices, proof of payment, and notarized final lien waivers to the Director of Development Services.

THIS IS A REIMBURSEMENT PROGRAM – ARCHITECTS, CONTRACTORS, AND SUPPLIERS MUST BE PAID BEFORE PAYMENT FROM THE VILLAGE IS MADE TO THE APPLICANT

V. QUESTIONS

For more information on the Façade Improvement Assistance Program or to schedule a pre-application meeting, please contact the Village of Huntley:

Charles Nordman, AICP
Director of Development Services
Village of Huntley
10987 Main Street
Huntley, IL 60142

Phone: (847) 515-5252
Email: cnordman@huntley.il.us

APPENDIX



VILLAGE OF HUNTLEY
FAÇADE IMPROVEMENT ASSISTANCE PROGRAM APPLICATION
 Development Services Department
 10987 Main Street
 Huntley, IL 60142
 Phone: 847-515-5252

PROPERTY INFORMATION (building for which assistance is sought):

Business Name(s) _____

Address _____

Property Identification Number (PIN #) _____

APPLICANT INFORMATION:

Name _____

Mailing Address _____

Phone _____

Email _____

PROPERTY OWNER INFORMATION (if different from Applicant):

Name _____

Mailing Address _____

Phone _____

Email _____

PROPOSED IMPROVEMENTS (Check all that apply):

- Brick Cleaning
- Tuck Pointing
- Painting
- Wall façade repair or improvement
- Original architectural features repair and replacement
- Exterior doors
- Windows and window frames
- Shutters
- Awnings
- Exterior lighting
- Streetscape elements
- Landscaping
- Stairs, porches, railings
- Roof
- Exterior improvements for ADA compliance
- Other _____

DESCRIPTION OF PROPOSED WORK: _____

PRELIMINARY COST ESTIMATE \$ _____

VILLAGE OF HUNTLEY FAÇADE IMPROVEMENT ASSISTANCE PROGRAM APPLICATION

I agree to comply with the guidelines and standards of the Village of Huntley Façade Improvement Assistance 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

Print Name(s)

If the applicant is other than the owner, the owner must complete the following:

I certify that I am the owner of the property located at _____, and that I authorize the applicant to apply for assistance under the Village of Huntley Façade Improvement Assistance Program and undertake the approved improvements.

Signature(s) Date

Print Name(s)

- Office Use Only -	
Date Received: _____	
Submittal Checklist:	
Completed and signed Façade Improvement Assistance Program Application.....	<input type="checkbox"/>
Current photographs of the property to be improved.....	<input type="checkbox"/>
Historical photograph of the property to be improved (if available).....	<input type="checkbox"/>
Drawings of the proposed improvements.....	<input type="checkbox"/>
Color and material samples.....	<input type="checkbox"/>
Written description of proposed project.....	<input type="checkbox"/>
Preliminary estimate of cost.....	<input type="checkbox"/>

**VILLAGE OF HUNTLEY
FAÇADE IMPROVEMENT ASSISTANCE PROGRAM AGREEMENT**

THIS AGREEMENT, entered into this _____ day of _____, 20____, between the Village of Huntley, Illinois (hereinafter referred to as “VILLAGE”) and the following designated OWNER/LESSEE, to witness,

Owner Name: _____

Lessee’s Name: _____

Name of Business: _____

Address of Property to be Improved: _____

Property Identification Number(s): _____

WITNESSETH:

WHEREAS, the VILLAGE has established a Façade Improvement Assistance Program (“Assistance Program”) for buildings located within the Downtown Tax Increment Financing District (“TIF District”) as approved by the Village Board of Trustees on January 10, 2013; and

WHEREAS, said Assistance Program is administered by the VILLAGE and is funded from the Downtown Improvement Fund for the purposes of enhancing economic development opportunities in the Village; and

WHEREAS, pursuant to the Assistance Program, the VILLAGE has agreed to participate, subject to its sole discretion, in reimbursing OWNER/LESSEE for the cost of eligible exterior improvements to eligible buildings within the TIF District up to a maximum of one-half (1/2) of the approved contract cost for such improvements, as set forth herein; and

WHEREAS, the OWNER/LESSEE’s property is located within the TIF District, and the OWNER/LESSEE desires to participate in the Assistance 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 building and related eligible improvements, the VILLAGE shall reimburse OWNER/LESSEE for the cost of

improvements to the OWNER/LESSEE's property at a rate of fifty percent (50%) of such costs up to a maximum amount of \$ _____.

The actual total reimbursement amounts per this Agreement shall not exceed \$ _____ for the facade and related 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 I.

SECTION 2: No improvement work shall be undertaken until its design has been submitted to and approved by the Village Board. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within six (6) months from the date of such approval. The OWNER/LESSEE may request a six (6) month extension provided there is demonstrated hardship.

SECTION 3: The Director of Development Services shall periodically review the progress of the contractor's work pursuant to this Agreement. Such inspections shall not replace any required permit inspections 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 terms of this Agreement.

SECTION 4: Upon completion of the improvements and upon their final inspection and approval by the Director of Development Services, 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 design professional, contractor, and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the improvement related work. In addition, the OWNER/LESSEE shall submit to the VILLAGE proof of payment of the contract costs pursuant to the design professional and contractor's statement and final lien waivers from all design professionals, contractors, and subcontractors. The VILLAGE shall, within forty-five (45) days of receipt of the design professional's and/or contractor's statement, final invoices, proof of payment, and lien waivers,

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, 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 Manager to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the 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 five (5) 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 five (5) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any 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 for in this Agreement unless such changes are first submitted to the VILLAGE and any other additional review body designated by the Village Manager, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement. OWNER/LESSEE shall execute and record a restrictive covenant at the VILLAGE's request.

SECTION 7: 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, 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 attorneys' 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 8: 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.

SECTION 9: This Agreement shall be binding upon the Village and upon the OWNER/LESSEE and its successors, to said property for a period of five (5) years from and after the date of completion and approval of the façade improvement provided herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of the provisions of this Agreement.

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

OWNER

VILLAGE OF HUNTLEY

Village Manager

LESSEE (if applicable)

ATTEST:

Village Clerk