

City of Carlyle
Façade Improvement
Grant Program

Application and Agreement

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

Carlyle City Hall
850 Franklin Street
Carlyle, IL 62231
618-594-5204
admin@carlylelake.com

Carlyle Façade Improvement Grant Program

The Façade Improvement Grant Program provides financial assistance to property owners or tenants seeking to renovate or restore commercial building exteriors. This program is intended to enhance the City of Carlyle and achieve overall community beautification through the improvement of the physical appearances of businesses. Through this program the City hopes to make a positive statement about the business climate to the community, visitors, as well as existing and potential business tenants. Grant funds are made available through the TIF fund which is administered by the City of Carlyle.

Goal of the Program

The goal of the program is to preserve historic façades, achieve quality façade improvement, and encourage economic investment within the main commercial corridor of Carlyle (See Façade Improvement Program Area Map). The City of Carlyle believes that by providing incentives to spur preservation, revitalization and reinvestment in structures within this area, it will create a more attractive thoroughfare as well as greatly complement the economic development goals of the City.

Program Description/Grant Terms

This physical improvement grant provides a matching grant for façades. Grants under this program shall not exceed \$4,000 per building, unless otherwise approved by the City Council. The applicant is expected to match or exceed any awarded program funding through contribution of his or her own capital to the total project cost. (Example: If grant award is \$4,000 then applicant would also have to spend at least \$4,000 for a total project cost of \$8,000). Grant monies will be distributed after a project is complete and the following documentation has been submitted:

- a.) Photos showing completed work.
- b.) All invoices and receipts validating project costs.

All improvements must be initiated within 4 months and completed within 1 year of grant approval date. If the applicant has not met these requirements, the City of Carlyle will re-evaluate the status of the project. At its discretion, the City reserves the right to cancel or extend the funding commitment.

Eligible Applicants and Properties

Façade grant money shall only be used for exterior repairs and renovations on commercial storefronts and façades which front on public streets, alleys or parking areas. Property owners or tenants of commercial property are eligible to apply. **Application must be made and approved prior to start of construction.** In the case where the tenant is the applicant, the permission of the property owner is required. All taxable commercial properties located within the Carlyle TIF #2 District are eligible for this program. Publicly owned buildings and residential homes or apartment buildings will not be eligible. Properties will not be eligible if any property

assessments or property taxes are not paid to date. The applicant must obtain all necessary permits and inspections, and pay any corresponding fees.

All work covered under the agreement must be completed within six (6) months of award of grant.

In order to be eligible for the program the property must be within the designated Façade Improvement Program Area boundary.

FAÇADE IMPROVEMENT PROGRAM AREA

The City of Carlyle reserves the right to determine the eligibility of all items in a project's scope of work. Eligible items include, but are not limited to:

- Façade rehabilitation
- Storefront repair or rehabilitation
- Door and window repair/replacement
- Exterior Painting
- Awnings
- Lighting
- Tuck pointing and masonry repair
- Other items that are viewed as necessary or complimentary to the properties exterior renovation as accepted by the City of Carlyle

(*Ineligible expenses: roofing repairs, construction of all new buildings, purchase of property or buildings; improvements not approved by the City of Carlyle.)

Budget Allowance

The City has set aside \$16,000 each year for the program.

Application Submittal

To be formally considered for a grant request, an application must be completed and submitted to the City Administrator's Office located at City Hall. Applications can be obtained at City Hall or by calling JoAnn Hollenkamp at (618) 594-5204.

Application Review

The City of Carlyle's decision to accept an application will be based on available funds, the merits of the proposed project, and the support it provides to the general beautification of Carlyle.

CITY OF CARLYLE

Façade Improvement Grant Application

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

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

Property Information	Address for building for which grant is sought:	
	Property Identification Number(s)	Phone

Proposed Improvement(s) - Check all that apply

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

Other proposed façade improvements (please specify)

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

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

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

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

Applicant(s) Signature _____ Date _____

Building Owner's Signature _____ Date _____
(if separate from applicant)

CITY OF CARLYLE

Façade Improvement Grant Agreement

This Agreement, entered into this _____ day of _____ between the City of Carlyle, Illinois (hereinafter referred to as "CITY") and the following OWNER/LESSEE, to witness:

Owner Name: _____

Lessee's Name: _____

Name of Business: _____

Tax ID#/Social Security#: _____

Address of Property to be improved: _____

PIN Number(s): _____

WITNESSETH:

WHEREAS, the City of Carlyle has established a Façade Improvement Program for application within the designated Façade Improvement Program Area of the Carlyle TIF #2 District ("District"); and

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

WHEREAS, pursuant to the Façade Improvement Program, the CITY has agreed to participate, subject to its sole discretion, 1) in reimbursing owners/lessees for the cost of eligible exterior improvements to commercial establishments within the District up to a maximum of one- half (1/2) of the approved contract cost of such improvements, but no more than \$4,000, or as otherwise approved by the City Council, as set forth herein; and

WHEREAS, the OWNER/LESSEE'S property is located within the Façade Improvement Program Area, and the OWNER/LESSEE desires to participate in the Façade Improvement Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER/LESSEE do hereby agree as follows:

SECTION 1

With respect to the façade improvements to the structural elevation fronting a public roadway and related improvements, the CITY shall reimburse the OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE'S property at the rate of fifty percent (50%) of such costs up to a maximum amount of \$4,000, or as otherwise approved by the City Council.

The actual total reimbursement amounts per this Agreement shall not exceed \$_____ for façade improvements related to the eligible improvements. The improvement costs, which are eligible for CITY reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work as shown on the plans, design drawings, specifications, and estimates approved by the CITY. The CITY will not reimburse funds for the OWNER/LESSEE's time spent on the actual project. The CITY reserves the right to not reimburse for contractor or OWNER/LESSEE's labor or time costs. Such plans, design drawings, specifications, and estimates are attached hereto as EXHIBIT A.

SECTION 2

No improvement work shall be undertaken until its design has been submitted to and approved by the CITY. Following approval, the OWNER/LESSEE shall contract for the work and shall commence within one hundred and twenty (120) days and be completed within one (1) year from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is a demonstrated hardship.

SECTION 3

The CITY shall periodically review the progress of the contractor's work on the façade improvements pursuant to the Agreement. Such inspections shall not replace any required permit inspection by the Building Inspectors. All work which is not in conformance with the approved plans, design drawings, and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings, and specifications and the terms of this Agreement.

SECTION 4

Upon completion of the improvements and upon their final inspection and approval by the CITY, the OWNER/LESSEE shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade improvement related work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The CITY shall, within forty-five (45) days of receipt of the contractor's statement, 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 CITY to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

SECTION 6

Upon completion of the improvement work pursuant to this Agreement and for a period of four (4) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of four (4) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change, or remove such improvements, or the approved design thereof, nor shall the OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided in this Agreement unless such changes are first submitted to the CITY, and any additional review body designated by the CITY, for approval.

Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement. OWNER/LESSEE shall execute and record a restrictive covenant at the CITY'S request.

SECTION 7

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

SECTION 8

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

connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said façade improvement(s).

SECTION 9

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

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

OWNER/LESSEE

CITY OF CARLYLE

Mayor
The Honorable Judy Smith

City Clerk