

THE CITY OF

GENOA

**Downtown
Façade
Improvement
Program**



**City of Genoa
333 East First Street
Genoa IL 60135**

December 2019

Purpose

The City of Genoa Façade Improvement Program is designed to promote reinvestment and restoration of commercial buildings and beautify the downtown area. It is intended to help property owners and commercial tenants rehabilitate and restore the visible exterior of existing structures. Improvements must be evaluated for appropriateness of design. Reimbursement matching grants in an amount of \$2,500 to \$15,000 are provided to property owners or tenants in recognition of the positive impact that individual building improvements can have on the overall appearance, quality and vitality of downtown Genoa.



Eligible Applicants

Applicants shall be either the owner or lessee of an eligible commercial building within the target downtown area (see attached map). A lessee's eligibility is subject to written consent of the building owner for all proposed improvements.

Eligible Buildings:

The Façade Improvement Assistance program is intended to provide assistance to promote the continued use of existing commercial buildings within the defined area in the attached map. The proposed improvements must be made to an existing building within the identified downtown area. The building shall not be used exclusively for residential purposes. The building and/or property shall not have any current zoning, building or exterior property maintenance code violations or any outstanding bills payable to the City. A property maintenance inspection of the exterior of the building/property is a requirement of the program*. Cost of the inspections shall be deducted from the grant amount approved by the City or paid by the applicant prior to approval of grant funds.

* In some situations, buildings with existing façade code violations or deficiencies may include their remedy as part of the proposed improvements but these cannot be part of the grant finding or the cost calculation used to determine grant funding.

Eligible Improvements:

The Façade Improvement Program is intended to encourage exterior improvements that preserve and enhance the character of the building and ultimately the City business area. Eligible improvements must contribute to the visual enhancement of the property as viewed from the public right of way. Each of the following are eligible improvements:

- Professional design fees
- Brick cleaning
- Tuck pointing
- Painting of non-masonry materials; the painting of unpainted brick or stone is discouraged unless it is for approved artwork. Further evaluation of eligibility for previously painted surface will be needed on a per project basis.
- Wall façade repair and improvements
- Original building 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
- Signs and signage awnings may be eligible when included with other eligible improvements, but are ineligible as the only improvement

Ineligible Improvements:

The Façade Improvement program will not provide funds for the following:

- Signs and awnings unless in connection with other eligible improvements
- Any interior improvement or finishes
- Any improvements to internal building systems, including HVAC, plumbing, electrical (with the exception of wiring for exterior lighting)
- New building construction or building additions
- Roof repairs, except those portions that directly attach to new or renovated façade
- Any site improvements, including sidewalk, parking lots, and landscaping
- Any items not allowed by the Unified Development Ordinance, including the building code
- The painting of unpainted brick or stone, sandblasting brick or stone, or any other abrasive cleaning method that may damage or destroy the original architectural feature. Artistic painting will be considered on a case by case basis.

Program Terms

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

- City Council approval of a signed Façade Improvement Agreement is required for the grant award and utilizes staff recommendations.
- The total project cost may, in the discretion of the City, be reimbursed up to 50% of verified eligible expense, from \$2,500 to \$15,000.
- The total value of proposed improvements must be at least \$5,000 to qualify for the program.
- The project must meet all applicable building code and zoning ordinance requirements.
- Each eligible improvement will be funded only once. One building may receive multiple façade improvement grants, provide each is dedicated to separate business storefronts. Storefronts in the same building will be considered separate when they either have different addresses and have different uses in each storefront unit.
- The maximum aggregate amount of all grants approved for a corner building (one grant for each side that fronts a City street is allowed) shall be limited to \$30,000.
- 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, subject to the Property Maintenance Code.
- Project costs that are begun before City Council approval of the Façade Improvement Agreement will not be eligible for reimbursement funding.
- Qualified applicants may serve as their own contractor, but in this case, only material costs will be covered by the grant.
- Improvements must be completed within six (6) months from the date of the grant approval. A six (6) month extension may be allowed by the Council provided there is demonstrated hardship.
- Failure to abide by the terms and conditions of the Façade Improvement Program will result in forfeiture of program funding and/or the letter of credit secured for the project to be cashed out.
- Grant funding is subject to Federal and State Taxes and is reported to the Internal Revenue Service on a form 1099.
- The total number of grant applications that may be approved within a fiscal year is dependent on the amount appropriated for the Façade Improvement Program for that fiscal year unless amended by the City Council. Complete Applications will be considered in the order they are received.
- Any significant project changes must be approved by the City Council following their review and recommendation.
- This is a reimbursement program. Applicants must pay their architect, contractors, and suppliers before they receive reimbursement from the City. Payment will be made after completion of the project and the applicant must show proof of payment to contractors, architects, designers, etc.
- Applicants shall obtain all necessary building permits from the City. Please contact City Hall prior to commencing work in order to confirm whether a building permit is needed.
- Applicants shall be responsible for complying with the applicable requirements of the Americans with Disabilities Act in constructing the improvements to their properties.
- All projects should be permanent to the structure/façade. Should the applicant/tenant vacate the premises, all improvements must remain with the building/property.
- An exterior property maintenance inspection of the building/property is required prior to approval of the Agreement. In some situations, buildings with existing façade code violations or deficiencies may include their remedy as part of the proposed improvements but cannot be part of the grant finding or the cost calculation used to determine grant funding.

Application Process

Only completed applications that include all required submittal documents will be accepted for consideration by the City Council.

Step 1 >> Schedule a pre-application information session with City Staff

Applicants are required to attend a pre-application meeting to review general project concepts, program requirements, application requirements, approval process, etc. and address any questions from the applicant. This meeting should be 3 weeks prior to preparing documents for submittal of an application.

Step 2 >> Complete and submit a formal application

Documents to be included with an application are outlined further in the packet. It is highly recommended that an applicant consult with a professional designer or architect for design recommendations.

Step 3 >> Application Review Process

- Staff will review the application for accuracy and completeness.
- If the application is determined to meet the program and application requirements, it will be considered by the City Council on the next available meeting agenda as determined by City Staff. The Council will consider the condition of the building and need for renovation and extent to which proposed improvements restore, maintain, or enhance the character of the building and surrounding area. Should the Council reject the application, alterations may be made to the design and applicant would revert back to Step 1.

Step 4 >> Agreement Approved by City Council

- If the application receives City Council approval, the applicant must enter into an agreement with the City. A draft of the agreement is included as part of this packet.

Step 5 >> Secure Building Permits

Following approval of the Façade Improvement Program Agreement, but prior to work starting, the applicant must secure all required building permits.

Step 6 >> Begin Construction and Complete Project within 6 Months

Step 7 >> Submit “Request for Disbursement Form” included in this packet and all necessary documentation

Step 8 >> Inspection by Building Officials and City Staff

Building Officials will inspect the project to insure the completed work meets the standards set in the building code. City Staff will evaluate the project was performed as outlined in the application.

Step 9 >> Reimbursement

Once all paperwork and inspections have been completed, applicant will be reimbursed up to the approved amount.

Step 10 >> Maintain Façade Improvements for a period of at least 5 years

Cost Reimbursement

Upon completion of the façade improvements, the owner or tenant shall submit copies of all architect's/designer's invoices and contractors' statements, invoices, proof of payment and notarized final lien waivers with the "Request for Disbursement Form" to City Hall, as evidence that the owner or tenant has paid the architect and contractor(s). The "Request for Disbursement Form" is in this packet. The applicant must also schedule a final City inspection. Payment will be authorized by the City Council upon completion of all work items as originally approved by the City Council, receipt of a passed final inspection, and receipt of all of the required documents.

If the project is not completed within 6 months, the applicant may request an extension from the City Council, provided there is demonstrated hardship. If the project is not completed by the end of the extension, the City's obligation to reimburse the property owner or lessee for the project is terminated.

Reimbursements for architectural/design services will be made at the same time reimbursement is made for improvements, and only if included as part of the Façade Improvement Agreement approved by the City Council. Architectural services that may be reimbursed include:

- Concept design plans and cost estimates prepared before approval and included as part of a Façade Improvement Agreement.
- Architectural construction drawings and specifications for the improvement to the extent required by the building code, prepared after City Council approval of a Façade Improvement Agreement.
- Construction supervision after City Council approval of the Façade Improvement Agreement
- The grant will only allow for payment of supervisor/architect/designer fees up to 10% of the reimbursable total (i.e \$15,000 grant = \$1,500 in architect/designer fees reimbursed).

Only those architectural services directly related to the approved façade improvement will be reimbursed.

Major changes or elimination of improvements must be approved by the City Council. Minor Changes may be approved by the City Administrator or his or her designee. No façade improvements begun prior to approval of the Façade Improvement Agreement will be eligible for reimbursement.



CITY OF GENOA
FAÇADE IMPROVEMENT PROGRAM APPLICATION

Submittal Requirements:

Only completed applications will be considered by the City Council. A complete application for the Façade Improvement Program includes:

- Current exterior photographs of the property to be improved
- Design Plan/Drawings of the proposed improvements completed by an engineer, architect or designer
- Narrative/Written description of the nature of the proposed project, including preservation of significant architectural features where applicable
- Color and material samples, if relevant
- W9 Form (this grant is considered income by the IRS)
- \$50 Application Fee (not reimbursable or refundable)

PROPERTY INFORMATION (building for which assistance is sought):

Business Name(Legal/DBA) _____

Address _____

Property Identification Number (PIN #) _____

APPLICANT INFORMATION:

Name (Print) _____

Mailing Address _____ Phone _____
 _____ Email _____

PROPERTY OWNER INFORMATION (if different from Applicant):

Name (Print) _____

Mailing Address _____ Phone _____
 _____ Email _____

DESIGNER/ENGINEER/ARCHITECT INFORMATION

Name and Company _____

Mailing Address _____ Phone _____

_____ Email _____

PRELIMINARY COST ESTIMATE (PROVIDE A SEPARATE COST BREAKDOWN FOR APPLICATION SUBMISSION)

\$ _____

I agree to comply with the guidelines and standards of the City of Genoa 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

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 City of Genoa Façade Improvement Program and undertake the approved improvements.

Signature(s) Date

Print Name(s)

**City of Genoa
Façade Improvement Program Agreement**

THIS AGREEMENT, entered into this _____ day of _____, 20____, between the City of Genoa, Illinois (hereinafter referred to as “CITY”) 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 CITY has established a Façade Improvement Program (“Program”) for eligible buildings and applicants within the designated façade improvement area per the attached map (“Area”); and

WHEREAS, said Program is administered by the CITY and is funded from the CDAP Fund for the purposes of enhancing economic development opportunities in the City; and

WHEREAS, pursuant to the Program, the CITY 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 Area for of one-half (1/2) of the approved contract cost for such improvements, however, the grant shall not exceed \$15,000 , as set forth herein; and

WHEREAS, the OWNER/LESSEE’s property is located within the Area, and the OWNER/LESSEE desires to participate in the Program pursuant to the terms and provisions of this agreement; and

WHEREAS, the application and all related documents are made part 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: The OWNER/LESSEE shall comply with the terms and conditions of the downtown Façade Improvement Program which are hereby incorporated herein. The OWNER/LESSEE hereby acknowledges receipt of the Downtown Façade Improvement Program packet. With respect to the façade improvements to the building and related eligible improvements, the CITY 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 CITY reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work as shown on the plans, design drawings, specifications, and estimates approved by the CITY. Such plans, design drawings, specifications, and estimates are attached hereto as Exhibit I.

SECTION 2: No improvement work shall be undertaken until its design has been submitted to and approved by the City Council. Following approval, the OWNER/LESSEE shall contract for the work and shall 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. If the project is not completed by the end of the extension, the CITY's obligation to reimburse the OWNER/LESSEE for the project is terminated.

SECTION 3: City Staff 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 City Staff, 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 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 CITY 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 CITY 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 Mayor 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 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 CITY and any other additional review body designated by the Mayor, 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: The CITY has the right to cash the letter of credit should the City Council determine that the terms of this grant have been violated.

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, 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 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 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.

SECTION 9: This Agreement shall be binding upon the City and upon the OWNER/LESSEE and successors 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

CITY OF GENOA

Mayor

LESSEE (if applicable)

ATTEST:

City Clerk



CITY OF GENOA
REQUEST FOR DISBURSEMENT FORM

APPLICANT: _____

PROPERTY ADDRESS: _____

MAILING ADDRESS OF APPLICANT: _____

MATERIALS/SERVICES PURCHASED	VENDOR/CONTRACTOR	INVOICE/RECEIPT NUMBER	100% COST OF ITEM
ATTACH MORE SHEETS AS NECESSARY			
		TOTAL PROJECT COST	\$

TOTAL AMOUNT OF REIMBURSEMENT REQUESTED: \$_____

PROOF OF PAYMENT FOR THE ABOVE LISTED ITEMS MUST BE ATTACHED TO THIS FORM. PLEASE PROVIDE ALL COPIES OF INVOICES AND/OR RECEIPTS WITH CHECK NUMBER(S) OR INCLUDE A COPY OF PAYMENT CHECK.

I HEREBY VERIFY UNDER OATH AND SUBJECT TO THE PENALTIES OF PERJURY THAT THE ABOVE ITEMS HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CITY OF GENOA FAÇADE IMPROVEMENT PROGRAM AND THE FAÇADE IMPROVEMENT AGREEMENT AND THAT ALL CONTRACTORS, SUB-CONTRACTORS, AND MATERIAL SUPPLIERS HAVE BEEN PAID IN FULL.

APPLICANT SIGNATURE, TITLE

DATE

