

# CITY OF HILLSBORO

## FAÇADE IMPROVEMENT GRANT PROGRAM APPLICATION AND AGREEMENT

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



## DOWNTOWN HILLSBORO FAÇADE IMPROVEMENT GRANT PROGRAM

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### Contact



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# Application and Agreement

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

## **Downtown Hillsboro 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 downtown Hillsboro and achieve overall community beatification through the improvement of the physical appearances of businesses. Through this program the City hopes to make a positive statement about the Hillsboro business climate to the community, visitors, as well as existing and potential business tenants. Grant funds are made available through Special Allocation Funds which is administered by the City of Hillsboro.

## **Goal of the Program**

The goal of the program is to preserve historic facades, achieve quality façade improvement, and encourage economic investment within downtown Hillsboro. The City of Hillsboro believes that by providing incentives to spur preservation, revitalization and reinvestment in structures within downtown, it will create a more attractive downtown as well as greatly complement the economic development goals of the City of Hillsboro.

## **Program Description/Grant Terms**

This physical improvement grant provides a matching grant for façade improvements. Grants under this program shall not exceed \$3,000 per building. 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: In order to receive the maximum amount of \$3,000, an applicant would need to have total project costs of \$6,000 or more) Grant monies will be distributed after a project is complete, has been inspected by an authorized City official or staff member, 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 four (4) months and completed within one (1) year of grant approval date. If the applicant has not met these requirements, the City of Hillsboro will re-evaluate the status of the project. At its discretion, the City reserves the right to cancel or extend the funding commitment if these deadlines are not met.

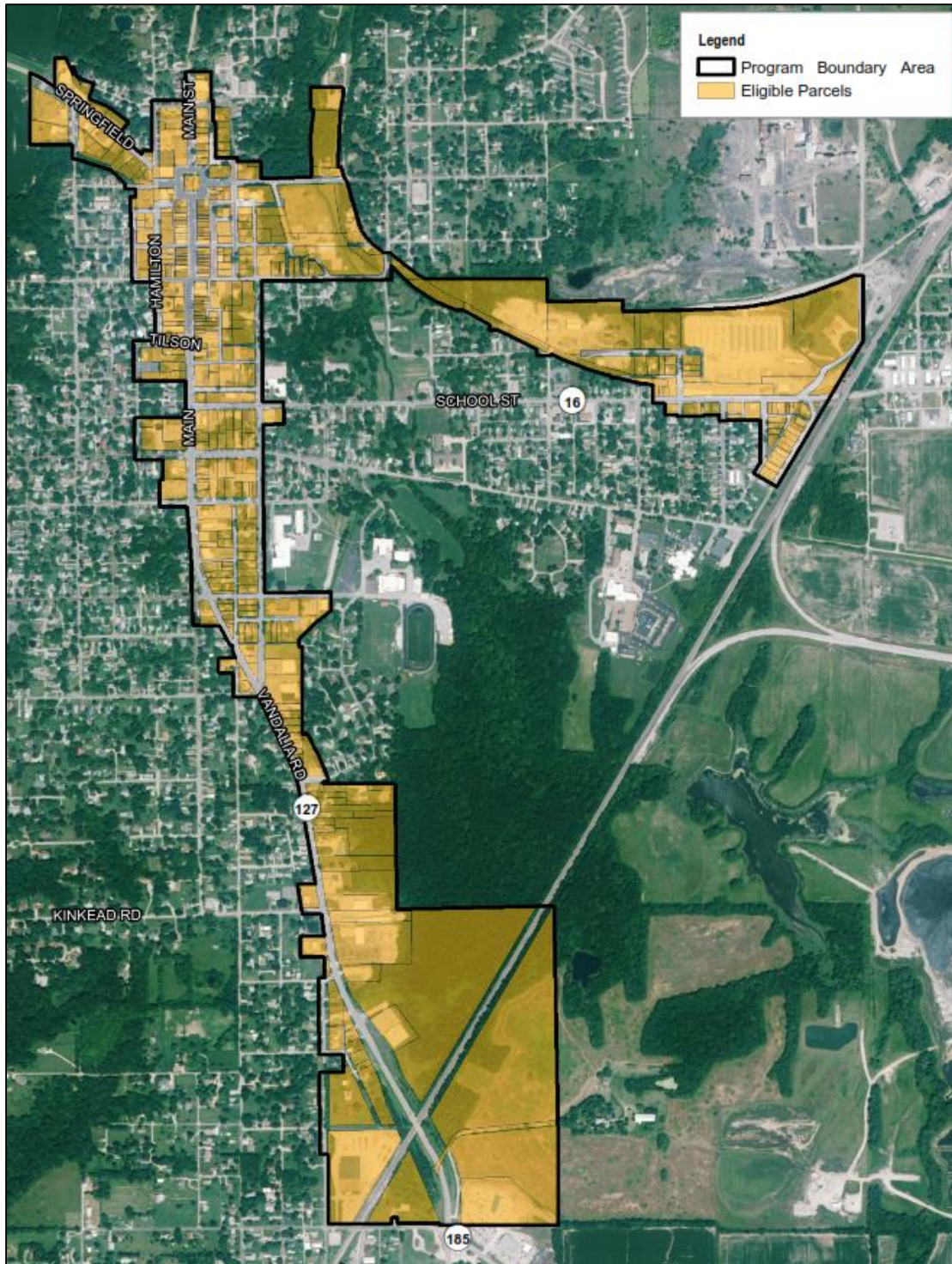
## **Eligible Applicants and Properties**

Façade grant funding shall only be used for exterior repairs and renovations on commercial buildings within the established Hillsboro Business District Area. Fronts, sides, and rears of buildings are eligible, but priority may be given to storefronts, facades, and other portions of buildings which are directly exposed to public streets, alleys, or parking areas. Property owners or

tenants of commercial properties are eligible to apply. In the case where the tenant is the applicant, the permission of the property owner is required. All taxable commercial properties located within the City of Hillsboro are eligible for this program. Mixed use properties (ie. Commercial with residential above) will be considered. Residential homes and apartment buildings will not be considered. Tax-exempt properties may be considered but on a case-by-case basis subject to budgetary constraints. 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. The City of Hillsboro reserves the right to allow or disallow participation in this program to any person or property at their discretion and may make exception for any project they feel is in the best interest of the City.

DESIGNATED PROGRAM AREA





The City of Hillsboro 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
- Parapet repairs and other similar exterior structural features.

Other items that are viewed as necessary or complimentary to the properties exterior renovation as accepted by the City of Hillsboro

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

### **Application Submittal**

To be formally considered for a grant request, an application form must be completed and submitted to the City Clerk's Office located at City Hall.

Questions, comments, and other information may directed to the City's Economic Development Department.

Email: [economicdevelopment@hillsboroillinois.net](mailto:economicdevelopment@hillsboroillinois.net)

Phone: (217) 532-5566.

### **Application Review**

The City of Hillsboro's decision to accept an application will be based on:

- A projects conformance with all program guidelines, requirements, and other conditions
- The applicant's level of investment.
- The alignment of the project with the overall goals and objectives of the Program.
- Available program funding and budgetary resources.

# **CITY OF HILLSBORO**

## **Façade Improvement Grant Application**

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

**Applicant Information**

Company/Organization Name \_\_\_\_\_

Business Form:  Corporation  Partnership  Sole Proprietorship  Other

Contact Person/Title \_\_\_\_\_

Contact Mailing Address \_\_\_\_\_

Contact Phone Number \_\_\_\_\_ Contact Email \_\_\_\_\_

**Property Information**

Property Classification:

Commercial:  Residential:  Industrial:  Other:  (explain)

Parcel ID Numbers of Project Location: \_\_\_\_\_

Physical Address of Proposed Project: \_\_\_\_\_

**Project Information**

Estimated Total Project Cost: \$ \_\_\_\_\_

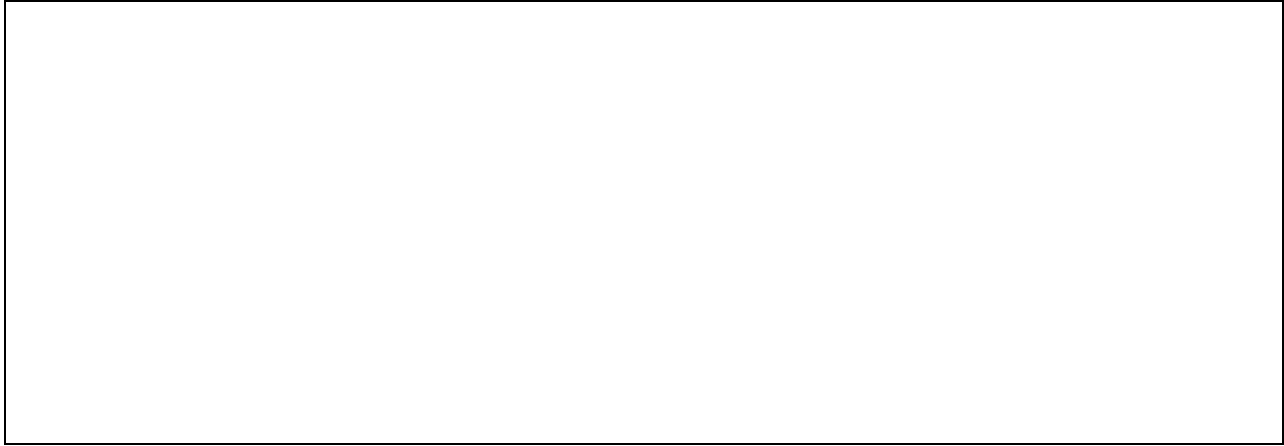
Proposed Improvement(s) - Check all that apply

<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 Facade 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 (please specify)

\_\_\_\_\_

***Please provide a written summary of the proposed project below (proposed project components, colors, materials, phases, estimated start and completion date, vendors or contractors to be used, demonstration of need, etc.).***



***The following items must be submitted with the Facade Grant Application:***

- 1. Completed and signed Hillsboro Façade Grant Application Form.
- 2. Current photographs of the building and property where work is to be performed.
- 3. Bids, estimates, and other preliminary project cost estimates.
- 4. Renderings, site plans, drawings, or other items which may be available to assist the City in understanding your project.

**Applicant Certification**

I agree to comply with the guidelines and standards of the City of Hillsboro Facade 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 in its full discretion.

Applicant(s) Signature \_\_\_\_\_ Date \_\_\_\_\_

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

**CITY OF HILLSBORO**  
**Façade Improvement Grant Agreement**  
**To Be Completed by City**

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

Owner Name: \_\_\_\_\_

Lessee's Name: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Project Address: \_\_\_\_\_

PIN Number(s): \_\_\_\_\_

**RECITALS:**

**WHEREAS**, the City of Hillsboro has established a Façade Improvement Grant Program for application within a designated program boundary area; and

**WHEREAS**, said Façade Improvement Grant Program is administered and implemented by the City, and is funded with Special Allocation Funds for the purposes of remediating conditions of blight, as well as repairing, rehabilitating, and improving the conditions of buildings located with the City; and

**WHEREAS**, pursuant to the Façade Improvement Grant Program, the City has agreed to participate, subject to its sole discretion, in reimbursing owners/lessees for the cost of eligible exterior improvements to qualifying commercial establishments up to a maximum of one-half (1/2) of the cost actually incurred during the performance of approved projects, not to exceed a total of \$3,000.00, as set forth herein; and

**WHEREAS**, the OWNER/LESSEE'S property is located within the City of Hillsboro, 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:



## **COVENANTS & AGREEMENTS**

### **SECTION 1**

With respect to approved exterior façade improvements performed to an approved existing building, the CITY shall reimburse the OWNER/LESSEE for the cost incurred in the performance of such improvements in an amount equal to fifty percent (50%) of the total costs of such work, not to exceed a maximum amount of \$3,000.

The actual total reimbursement amounts per this Agreement shall not exceed \$3,000 for eligible project components related to the approved façade 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 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. Any variations, deviations, or changes to the approved plans ("change orders") shall be required to be presented to the Historic Preservation Committee, or other authorized CITY official or staff member, for review and consideration prior to authorization of any payment to be made in accordance with this agreement. Any costs incurred pursuant to change orders which are not approved by the CITY shall not be eligible for reimbursement in accordance with this agreement.

### **SECTION 3**

The CITY shall periodically review and inspect the progress of any work performed pursuant to the Agreement at their full discretion. Such inspections shall not replace any required permit inspection by authorized building inspectors. All work found to be non-conforming with the approved plans, design drawings, and specifications shall be required to immediately cease until proper change order review is submitted and authorization to proceed is provided by the CITY. If authorization is not provided, the OWNER/LESSEE may be required to immediately remedy or replace any unauthorized or improper work at OWNER/LESSEE expense in order 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 certified 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, up to a maximum amount of \$3,000.00, subject to the limitations set forth in this Agreement.

## **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.

By signing this agreement, you are acknowledging you have read and understood all terms and conditions of this agreement and of the Hillsboro Façade Improvement Grant Program, and are hereby confirming and agreeing to comply with and be bound to all terms, conditions, and other requirements of this Agreement.

**OWNER/LESSEE**

**CITY**

\_\_\_\_\_  
(Sign Above)

\_\_\_\_\_  
Mayor, City of Hillsboro, IL