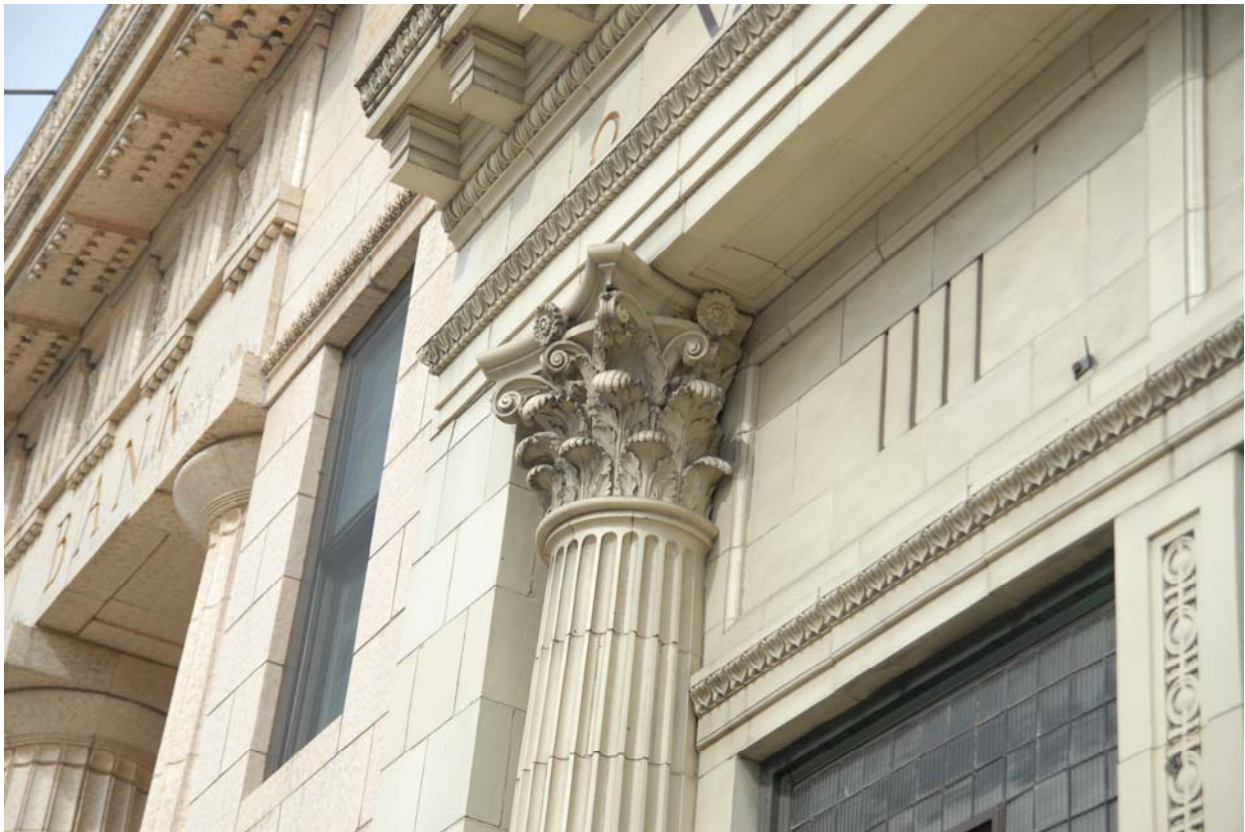


CITY OF CRYSTAL LAKE

Facade Improvement Program

Commercial Tenant Improvement Program

APPLICATION AND AGREEMENT



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

SPONSORED BY:

CITY OF CRYSTAL LAKE
100 W. WOODSTOCK STREET
CRYSTAL LAKE, IL 60014

CITY OF CRYSTAL LAKE

Program Description

The City of Crystal Lake, in its continuing effort to support the development and redevelopment of the community, has created a Façade Improvement Program and Commercial Tenant Improvement Program for all business owners and operators in the City. The following outlines the details of the Improvement Programs.

What is a Façade Improvement Program?

The City wishes to encourage and support building and business owner investment in the upgrade of their existing building storefront. The Façade Improvement Program is a process where the City will provide a 50% matching grant to business or building owners who construct eligible improvements to the facades of their buildings. The City will match dollar-for-dollar an owner's investment in eligible improvements to the appearance of their building's storefront façade up to a maximum amount of \$5,000. The building or business owner who has funded the majority of the improvements must apply for and be approved in order to receive the 50% matching grant.

What is a Commercial Tenant Improvement Program?

The Tenant Improvement Program offers matching grants to property owners and new business owners for tenant improvements to the interiors of vacant retail spaces. The Program reimburses qualified tenants for the improvements or build-out after the tenant business has received its Certificate of Occupancy from the City of Crystal Lake. The program is designed to meet the financial gap between the property owner and the tenant and encourage the attraction of a mix of retail and commercial uses. The program is only available for retail spaces that are commercially zoned. The program allows a dollar-for-dollar match, up to \$5,000 of the tenant improvement costs, to be reimbursed to businesses that occupy new spaces or expand.

Eligible Properties and Applicants

All commercially operated buildings in the City are eligible for the Façade Improvement Program. All sales tax generating retail spaces that are commercially zoned are eligible for the Commercial Tenant Improvement Program. An applicant can apply for both programs, if eligible. Awarded applicants can reapply after five years. Only improvements to facades that directly front a public right-of-way are eligible for Façade Improvement Program funding. Any building with a zoning or building code violation is not eligible for the program. Any commercial building owner, or business owner with building owner authorization, may apply for the grant.

Eligible Improvements

The following improvements are eligible to receive funding through the program. A building or business owner who is undertaking an improvement project that includes a portion of the eligible improvements may apply for the matching grant, but only the improvements identified below will be eligible for funding.

Improvements Eligible for Façade Grant Funding

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

Improvements Eligible for Commercial Tenant Improvement Funding

HVAC/ Mechanical repair or upgrades	Interior/Exterior Demolition	Security system installation or improvement
Electrical or plumbing repair or upgrade	Dry Wall/Feature Walls	Flooring
Historic renovation to interior	Windows and doors	Lighting

Ineligible Projects

The programs will not provide funds for working capital, debt refinancing, equipment/inventory acquisition, application fees, permit fees, legal fees, or parking lot resurfacing.

Administration

Any eligible building or business owner who wishes to apply for an improvement grant can obtain an application at City Hall. Applications for improvement matching grants will be accepted on a first-come-first-serve basis. Only completed applications that include all required submittal documents and information will be accepted. The City's Planning and Economic Development Department will review the application for accuracy and will determine if it meets the requirements for funding.

If the application is determined to meet the requirements of the program, the application will be sent to City Council for review. If the application receives City Council approval, the applicant must enter into an agreement with the City. The Improvement Grant Agreement stipulates that the improvements must be constructed within 180 days of approval. Matching grant funds will only be disseminated to the applicant once the construction of the approved improvements has been completed and has been inspected by the City's Building Division. Matching grant funds will be disseminated to the applicant within 45 days of a passing inspection.

If grant funding for a current funding cycle is completely distributed, applicants may be placed on a waiting list to be considered for a grant when funds become available.

Architectural Assistance

If a building or business owner wishes to improve their façade but is unsure about the appropriate style of improvements needed, the applicant can apply for a design assistance grant. The design assistance grant can be utilized for enlisting an architect in the redesign of

the building façade. The total amount of the design assistance grant will be equal to 20% of the façade improvement grant funds applied for, totaling no more than \$1,000. Design assistance grant funds will only be provided if the City Council approves the façade improvement grant application.

Review of Proposals

Every project will be evaluated for the value of its improvement, extent/scope of work proposed, and its potential economic impact. The staff review will consider the following aspects for its proposal review:

- 1) Analysis of Proposal
 - a. Aesthetic Improvement Value
 - i. Improvement in overall appearance
 - ii. Impact to area
 - b. Extent/Scope of Work Proposed
 - i. Amount of construction to be conducted
 - c. Potential Economic Impact
 - i. Anticipated increase in assessed value
 - ii. Use of building following the project
 1. Ways it will contribute to the economic vitality of the community
 2. How use is compatible with and/or compliments mix of existing uses

Questions

A grant application and submittal requirements are included with this packet. If you have further questions regarding the Improvement Programs, please contact
City of Crystal Lake Planning and Economic Development Department
(ph).815.356.3615
economicdevelopment@crystallake.org,

or by mail at:
Economic Development
100 W. Woodstock Street
Crystal Lake, IL 60014.

CITY OF CRYSTAL LAKE

Improvement Grant Application

Please completely fill out this application and return it to the City of Crystal Lake with the items listed in the checklist on page 2.

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

Complete all applicable items.

Proposed Façade 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) _____

Proposed Commercial Tenant Improvement(s) - Check all that apply

<input type="checkbox"/> HVAC/ Mechanical repair or upgrades	<input type="checkbox"/> Interior/Exterior Demolition	<input type="checkbox"/> Security system installation or improvement
<input type="checkbox"/> Electrical or plumbing repair or upgrade	<input type="checkbox"/> Dry Wall/Feature Walls	<input type="checkbox"/> Flooring
<input type="checkbox"/> Historic renovation to interior	<input type="checkbox"/> Windows and doors	<input type="checkbox"/> Lighting

Other proposed commercial tenant improvements (please specify) _____

Please attach a written description of the scope of the proposed project (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 Improvement Application:

- Completed and signed Crystal Lake Improvement 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 Crystal Lake 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 CRYSTAL LAKE
Improvement Grant Agreement

THIS AGREEMENT, entered into this _____ day of _____,
_____, between the City of Crystal Lake, Illinois (hereinafter referred to as "CITY") and the
following designated 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 Crystal Lake has established a Façade Improvement Program
and a Commercial Tenant Improvement Program ("Improvement Programs"); and

WHEREAS, said Improvement Programs are administered by the CITY and are funded
by the general fund for the purposes of enhancing economic development opportunities in the
City; and

WHEREAS, pursuant to the Improvement Programs, 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 up to a maximum of one-half (1/2) of the approved
contract cost of such improvements and no more than \$5,000, 2) in reimbursing owners/lessees
for the cost of services for an architect for such façade improvements to a maximum of twenty
percent (20%) of the façade improvements reimbursement received from the CITY and no more
than \$1,000, as set forth herein, and 3) in reimbursing owners/lessees for the cost of eligible
tenant improvements to the interiors of vacant retail spaces up to a maximum of one-half (1/2)
of the approved contract cost of such improvements and no more than \$5,000; and

WHEREAS, the OWNER/LESSEE'S property is located within the corporate limits of the
City of Crystal Lake, and the OWNER/LESSEE desires to participate in the Improvement
Programs 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 \$5,000 and shall reimburse OWNER/LESSEE for the cost of fees for architectural services pertaining to such improvements in the amount equal to twenty percent (20%) of the funds reimbursed by the CITY for the façade improvements, up to a maximum of \$1,000.

The actual total reimbursement amounts per this Agreement shall not exceed \$ _____ for façade improvements and \$ _____ for architectural fees 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. Such plans, design drawings, specifications, and estimates are attached hereto as EXHIBIT A.

SECTION 2

With respect to the commercial tenant improvements to the interiors of vacant retail spaces, 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 \$5,000 and shall reimburse OWNER/LESSEE.

The actual total reimbursement amounts per this Agreement shall not exceed \$ _____ for commercial tenant 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 B.

SECTION 3

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 and complete all such work within one hundred eighty days (180) from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is a demonstrated hardship.

SECTION 4

The City Building Commissioner shall periodically review the progress of the contractor's work 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 5

Upon completion of the improvements and upon their final inspection and approval by the City Building Commissioner, 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 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 OWNER/LESSEE shall also submit to the CITY a copy of the architect's statement of fees for professional services for preparation of plans and specifications for the façade improvements. The CITY shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers, and the architect's statement, 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, and an amount for the architectural fees equal to twenty percent (20%) of the amount of the reimbursed construction costs, subject to the limitations set forth in Section 1 hereof.

SECTION 6

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 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 CITY shall cease and become null and void.

SECTION 7

Upon completion of the improvement work pursuant to this Agreement and for a period of three (3) 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 three (3) 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 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 CITY'S request.

SECTION 8

This Agreement shall be binding upon the CITY and upon the OWNER/LESSEE and its successors, to said property for a period of three (3) years from and after the date of completion and approval of the 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 9

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 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 10

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 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 CRYSTAL LAKE

City Manager

ATTEST: _____

City Clerk