



Façade Improvement Program

City of Park Ridge

Community Preservation and Development Department . 505 Butler Place . Park Ridge, IL . 60068
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Agreement

THIS AGREEMENT, entered into this ____ day of _____, 20____, between the City of Park Ridge, Illinois ("City") and the following designated owner or lessee ("Owner/Lessee") of the subject property ("Property") to be improved:

Owner/Lessee Name: _____

Business Name: _____

Business Address: _____

Property Identification Number (P.I.N.) Number: _____

Property Address: _____

Legal Description: _____

WITNESSETH:

WHEREAS, the City established a Façade Improvement Program ("Program") for the purpose of encouraging the improvement and revitalization of the exterior facades of existing commercial buildings fronting public streets throughout the entire community; and improving existing facades by making properties more attractive and increasing long-term property values;

WHEREAS, the Program is administered by the City;

WHEREAS, the City has agreed to participate in the Program with the Owner/Lessee, subject to its sole discretion to reimburse the Owner/Lessee for the cost of approved, eligible improvement expenses up to a maximum of fifty percent (50%), with a minimum project cost of \$5,000, for a minimum reimbursement of \$2,500, and a total project cost of \$150,000 or more for a maximum reimbursement of \$75,000; but in no instance for more than \$1,000 per one linear foot of storefront fronting a public street, for a maximum reimbursement of \$75,000; and

WHEREAS, the Property is located within the City and the Owner/Lessee desires to participate in the Program, pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, the City and the Owner/Lessee do hereby agree as follows:

SECTION 1:

A. With respect to façade improvements to the elevation(s) of a building fronting a public street(s) and related eligible improvements, the City shall reimburse the Owner/Lessee for the cost of approved, eligible improvements to the Property at the rate of fifty percent (50%) (for reimbursements from \$2,500 to \$75,000) of expenses related to those improvements.

B. The improvement costs eligible for City reimbursement include all design, labor, materials, equipment and other contract items necessary for the proper execution and completion of the work as shown on the plans, specifications and estimates approved by the City. Approved plans, specifications and estimates are attached as Exhibit 1. Based upon the estimate provided by the applicant, the actual total amount of the City's reimbursement obligation shall not exceed \$_____. Project construction must begin within 90 days of this Agreement being signed and completed within one year of the building permit being issued.

SECTION 2: No improvement work shall be undertaken until the project's design has been submitted to and approved by the City. To be approved, all improvements shall meet the provisions set forth in this Agreement and the Program Procedures and Guidelines; and shall be in conformance with all applicable City, state and federal codes and regulations. Following approval by the City, the Owner/Lessee shall apply for and receive approval for all required building permits from the Building Division in the Community Preservation and Development Department ("Department"). The Owner/Lessee is responsible for all applicable building permit fees. The Owner/Lessee shall then contract for the improvements in accordance with the plans.

SECTION 3: The Department shall periodically review the progress of the contractor's work on the improvements pursuant to this Agreement. These inspections shall be in addition to the required building permit inspections by the Building Division. Work that is not in conformance with the approved plans 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 and specifications, in accordance with the terms of this Agreement. Any changes to the approved plans and specifications may be undertaken only through an amendment to this Agreement.

SECTION 4: If the Owner/Lessee, or his/her designated contractor, fails to complete the approved improvements in conformity with the approved plans and specifications, or within the terms of this Agreement, the City's financial obligation shall cease.

SECTION 5: Upon completion of the improvements by the Owner/Lessee, and upon final inspections by the Department, the Owner/Lessee shall submit to the City the following properly executed and notarized documents: 1) owner's sworn statement; 2) a statement by the architect for design work (if applicable); 3) contractor's sworn statement showing the full cost of the work and each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work; and 4) 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. The City shall prepare a reimbursement request for the Owner/Lessee within thirty (30) days of receiving a complete owner's statement, architect's statement (if applicable), contractor's statement, proof of payment and final lien waivers, for fifty percent (50%) of the actual construction costs, based on the estimated construction costs and within the limits set forth in Section 1. Failure by the Owner/Lessee to submit all required documents (or), to comply with the provisions of this Agreement, (or) complete all improvements in accordance with the approved plans and specifications will be deemed a breach of this Agreement.

SECTION 6: Upon completion of the approved improvements pursuant to this Agreement, the City encourages the applicant to retain the improvements for a period of five (5) years. The Owner/Lessee shall be solely responsible for properly maintaining the improvements in finished form as provided in this Agreement. For a period of five (5) years following completion of construction, the Owner/Lessee shall not enter into any Agreement or contract or take any other steps to alter, change or remove the approved improvements, nor shall the Owner/Lessee undertake any other changes, by contract or otherwise, to the improvements allowed for in this Agreement unless any changes are first submitted to the City for approval. 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 and specifications approved pursuant to this Agreement.

SECTION 7: 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 approved improvements, including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 20/0.01 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 actions. The provisions of this section shall survive the completion of the approved improvements.

SECTION 8: Nothing contained in this Agreement is intended to limit, restrict or prohibit the Owner/Lessee from undertaking additional work in or about the subject premises, which is unrelated to the approved improvements provided for in this Agreement.

SECTION 9: This Agreement shall be binding upon the City and upon the Owner/Lessee and his/her successor(s) to the property for a period of five (5) years after the date of completion and approval of the approved improvements provided for in this Agreement. It shall be the responsibility of the Owner/Lessee to inform subsequent Owner(s)/Lessee(s) of the property of the provisions of this Agreement.

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

Owner/Lessee

Jim Hock, City Manager of Park Ridge

Rev. 4/2010

Attest: Betty Henneman, City Clerk of Park Ridge