

## VILLAGE OF NEWARK

### *Façade Improvement Grant Application*

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

<b>Applicant Information</b>	Name	Phone
	Mailing Address	Fax
	Email	Federal Tax ID#

<b>Property Information</b>	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 Facade Grant Application:*

- Completed and signed Newark Facade Grant Application
- Current photographs of the property to be improved (entire façade and details)
- Drawings of proposed improvements (drawings do not have to be architectural renderings, but should be to scale so that the Village can understand the proposed project).
- Color and material samples if relevant (material specifications supplied by manufacturer)
- Preliminary estimate of cost
- Proof that the Owner is current on all fees and bills payable to the Village.
- Property must be within the Village Limits

I agree to comply with the guidelines and standards of the Village of Newark Facade Improvement Program and I understand that this is a voluntary program, under which the Village 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)

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**VILLAGE OF NEWARK**  
*Façade Improvement Grant Agreement*

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**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the Village of Newark, Illinois (hereinafter referred to as “VILLAGE”) 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 Village of Newark has established a Façade Improvement Program for application within the Business District (“District”); and

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

**WHEREAS**, pursuant to the Façade Improvement Program, the Village 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 and no more than \$1000 on any one project. Only One rebate will be allowed per building within a Five year period and funds are available on a first come first serve basis until funds for the year are exhausted and

**WHEREAS**, the OWNER property is located within the Business District, and the OWNER desires to participate in the Façade Improvement Program pursuant to the terms and provisions of this Agreement.

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## **SECTION 1**

No improvement work shall be undertaken until its design has been submitted to and approved by the VILLAGE. Following approval, the OWNER 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 may request a ninety-day (90) extension provided there is a demonstrated hardship.

## **SECTION 2**

The Village Zoning Administrator 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 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 3**

Upon completion of the improvements and upon their final inspection and approval by the Village Zoning Administrator, the OWNER shall submit to the VILLAGE a properly executed 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 shall submit to the VILLAGE proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The VILLAGE shall, within Sixty (60) 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 as reimbursement for one-half of the approved construction cost estimate or \$1000.00 of the actual construction cost, whichever is less.

## **SECTION 4**

If the OWNER or the OWNER 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 Village Administrator to the OWNER, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the VILLAGE shall cease and become null and void.

## **SECTION 5**

Upon completion of the improvement work pursuant to this Agreement and for a period of five (5) years thereafter, the OWNER 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 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 undertake any other changes, by contract or otherwise, to the improvements provided in this Agreement unless such changes are first submitted to the VILLAGE, and any additional review body designated by the Village Administrator, 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 shall execute and record a restrictive covenant at the VILLAGE'S request.

## **SECTION 6**

This Agreement shall be binding upon the VILLAGE and upon the OWNER and its successors, to said property for a period of five (5) years from and after the date of completion and approval of the façade improvements provided herein. It shall be the responsibility of the OWNER to inform subsequent OWNER(S) of the provisions of this Agreement.

## **SECTION 7**

The OWNER releases the VILLAGE from, and covenants and agrees that the VILLAGE shall not be liable for, and covenants and agrees to indemnify and hold harmless the VILLAGE 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 further covenants and agrees to pay for or reimburse the VILLAGE 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 VILLAGE 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 8**

Nothing herein is intended to limit, restrict, or prohibit the OWNER 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

VILLAGE OF NEWARK

\_\_\_\_\_

\_\_\_\_\_

Village Administrator

ATTEST: \_\_\_\_\_

Village Clerk