

# **Greater Livingston County Economic Development Council (GLCEDC) Community Development Infrastructure Grant (10/26/09)**

## **I. Introduction**

The Greater Livingston County Economic Development Council (GLCEDC) Community Development Infrastructure Grant (CDIG) was established to provide funds to Livingston County communities in order to make infrastructure improvements in support of community and economic development. Grant eligibility is determined by the amount of job creation and/or retention involved in the project. This grant is administered by GLCEDC and funded by the Livingston County Board.

## **II. Objective**

CDIG is available to local governing bodies for infrastructure improvements, building and land acquisition, and other similar projects that involve the improvement of buildings and land for industrial and commercial use. Examples of projects that can be funded by this program include, but are not limited to:

- Establishing or improving road access
- Building and Land acquisition for economic development purposes
- Extending Utility Lines
- Fixing Drainage problems

## **III. Grant Funds**

The minimum grant for the program is \$5000 and the maximum grant for the program is \$25000. CDIG is a matching grant requiring applicants to secure 50 percent of the funding before distribution of funds from GLCEDC.

Funding is limited and the amount awarded for a project is at the discretion of the GLCEDC Executive Committee.

## **IV. Eligibility**

- A. The Program is available to all Livingston County governing bodies; however, preference will be given to the following:
  - a. Buildings and land fronting State routes and highways.
  - b. Structures and land facing the Old Route 66.
  - c. For the purpose of attracting or retaining a business.
  - d. Space that will likely be occupied by a locally-owned business.
  - e. Projects showing strong collaboration between businesses and local governing bodies.
  - f. Projects having a dramatic and positive impact on the quality of life for a community.
- B. Funds will only be provided for projects that conform to all local zoning, permitting, and licensing requirements. All projects must be approved by the

GLCEDC Executive Committee, the County Board Chair and the County Board Finance Chair.

- C. Work in progress or performed before a complete application is submitted to the GLCEDC may not be eligible.
- D. Buildings and land purchased with funds from the CDIG must be purchased outright or proof of an ability to obtain the mortgage must be provided.
- E. The following types of property are not eligible to be purchased with the grant:
  - Exclusively residential buildings, unless the proposed use will require a change to commercial zoning.
  - Tax exempt property (unless it will become taxable after the purchase)
  - Space used or owned by a religious group.
  - Property in litigation, mediation, condemnation, or receivership.
  - Property with outstanding orders to correct building code violations, unless these are corrected as part of the project.
  - Planning or Engineering services
- F. In accordance with the eligibility requirements noted above, the GLCEDC Executive Committee reserves the exclusive right to determine what is or is not an eligible improvement.
- G. The following projects are ineligible for this grant.
  - Public recreational facilities, i.e. parks
  - Public services, i.e. fire and police protection, library

## **V. Application Process**

- A. Applicant meets with GLCEDC staff to discuss the proposed project.
- B. If required, applicant must obtain local building permits.
- C. The Applicant obtains a bid from three different licensed contractors of his or her choice (at least one must be located in Livingston County).
- D. The Applicant submits an application to GLCEDC. The items submitted as part of an application must include:
  - A completed application form. (Appendix A)
  - Photographs of the existing conditions or properties to be purchased.
  - Representative drawings of the proposed improvements.
  - Samples of materials and colors to be used.
  - Manufacturer's literature and specifications for windows, doors, etc.
  - At least three (3) proposals from licensed contractors.
  - Any other documentation necessary to illustrate the visual impact of the project. (The documentation submitted is the property of GLCEDC and,

with the exception of material samples, will not be returned to the applicant.)

- A business plan for all businesses held in buildings or on land benefiting from the CDIG.
  - If buildings or land are purchased with a mortgage, proof of the ability to obtain a mortgage is required.
  - If buildings or land are purchased, closing paperwork must be provided.
- E. GLCEDC staff determines if the application is complete and forwards the application to the GLCEDC Executive Committee.
- F. The GLCEDC Executive Committee, the County Board Chair, and the County Board Finance Committee Chair review the application and makes a final approval.
- G. A complete Application must be submitted to GLCEDC before any work begins on the project. Once a completed Application is received by GLCEDC, work may begin on the project before the Application is considered; however, GLCEDC can not guarantee funding until after the Application is considered and approved by the Executive Committee.
- H. Applicant, the County Board Finance Committee Chair, and the County Board Chair execute the attached "Agreement" (Appendix B) with GLCEDC.

## **VI. AWARD DISBURSEMENT**

The grant will be disbursed to the Applicant based upon the requirements of the Grant Agreement (Appendix B).

## **VII. PROGRAM ADMINISTRATION**

Contact: Larry Vaupel  
Chief Executive Officer  
Greater Livingston County Economic Development Council  
901 W Howard Street, P O Box 528 (Mailing address)  
Pontiac, IL 61764  
Phone: 815.842.2900  
Fax: 815.842.2929  
Web: [www.glcgedc.org](http://www.glcgedc.org)  
Email: [office@glcedc.org](mailto:office@glcedc.org)



## Appendix A Community Development Matching Grant

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Name of Applicant

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Co-Applicant

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Mailing Address

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Phone Number

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Fax Number

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Project Address

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Description of the proposed project. (attach additional pages as necessary)

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What is/are the existing businesses at the Project Address?

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What will be the new business at the Project Address?

Does Applicant own the property?                      Yes \_\_\_ No \_\_\_

Estimated project starting date: \_\_\_\_\_ Estimated project completion date: \_\_\_\_\_

Estimated total cost of project: \_\_\_\_\_

Project funding raised as of this date: \$ \_\_\_\_\_

Source of funding: \_\_\_\_\_

Will the Applicant be using the services of an architect and/or an engineer? Yes \_\_\_ No \_\_\_

If yes, please list name and address of the architect and/or engineer:

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Describe briefly, any property investment that has been made at this location in the past 18 (eighteen) months, OR additional investment that is planned as part of this overall project. Please include costs.

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**NOTE:** Please attach additional documentation as outlined in Section V (D) of the grant description.

*The undersigned Applicant affirms: that the information submitted herein and attached is true and accurate to the best of Applicant's knowledge; and, that Applicant has read and understands the conditions outlined in the GLCEDC COMMERCIAL BUILDING IMPROVEMENT GRANT materials and agrees to abide by its conditions.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Greater Livingston County Economic Development Council / 901 W. Howard (PO Box 528 Mailing address) / Pontiac, IL 61764  
Phone 815.842.2900 / Fax 815.842.2929 / E-mail [office@glcedc.org](mailto:office@glcedc.org) / Website [www.glcedc.org](http://www.glcedc.org)

**APPENDIX B  
SAMPLE**



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**GREATER LIVINGSTON COUNTY ECONOMIC DEVELOPMENT COUNCIL**

## **Greater Livingston Economic Development Council (GLCEDC)**

### **I. COMMUNITY DEVELOPMENT INFRASTRUCTURE GRANT**

The Greater Livingston County Economic Development Council (GLCEDC) will provide to Livingston County Business/Governing Body ("Applicant") a grant of \$XXXXX for approved infrastructure improvements ("Project") located at (). The Project specifications are set forth in Exhibit "A" of this Agreement. GLCEDC agrees to reimburse the Applicant subject to the conditions, procedures, and eligibility requirements specified herein.

### **II. CONDITIONS AND PROCEDURES**

1. Payment Procedures.

A **reimbursement** of \$XXXX will be paid to the Applicant upon completion of the Project. The Project will be considered complete when all of the following have been satisfied:

- a) GLCEDC determines that all improvements set forth in Exhibit "A" of this Agreement have been completed.
- b) GLCEDC determines that there is no unresolved permitting or compliance issues with the municipality related to the Project.
- c) GLCEDC receives the following documents from the Applicant:
  - Copies of signed contracts and/or work orders from all general contractors, subcontractors, and major material suppliers that completed Project-related work.
  - Copies of all paid invoices and checks for Project-related work. The invoices must be marked paid and signed and dated by the contractors. All Project expenditures must be paid by check.
  - Copies of lien waivers from all general contractors, subcontractors, and major material suppliers that completed Project-related work.

2. Timeline.

The Project shall begin after execution of this Agreement. The Project shall be completed, as defined above, within (to be specified) calendar days of execution of this Agreement. GLCEDC must receive from the Applicant a written request for time

extension within this (to be specified) calendar day period if the Applicant foresees a delay in Project completion. Granting an extension is at the sole discretion of GLCEDC.

4. Sale of Property

If property benefiting from this grant is for sale, the sale price of the property shall not increase due to improvements paid for by the CDIG.

3. Project Changes.

The Applicant must receive written approval from GLCEDC for any changes made to the Project, including contractor selection, after GLCEDC Executive Committee approval and execution of this Agreement.

4. GLCEDC Promotional Activities.

The Applicant agrees to participate in the following promotional activities to showcase the renovated features of the property.

- a) Allow GLCEDC to place a temporary sign, no greater than one (1) square foot, on the property for a period of up to twelve (12) months after completion. The sign shall note the assistance of GLCEDC for the completion of the Project.
- b) Allow GLCEDC to place a before and after picture of the Project on the GLCEDC website indicating the amount of assistance provided (total project cost may also be included with support of the Applicant).
- c) List/reference the Project as a recipient of a GLCEDC Community Development Matching Grant in promotional materials indicating the amount of assistance provided (total project cost may also be included with support of the Applicant).
- d) Participate in other promotional activities as deemed appropriate and agreed upon by both GLCEDC and the Applicant.
- e) Applicant or business is required to become a member of the GLCEDC for the calendar year immediately following the receipt of the grant.

### **III. APPLICANT ELIGIBILITY**

1. Requirements.

The Applicant requirements are stated in the GLCEDC Community Development Matching Grant materials dated October 26, 2009.

2. Assignability.

The Applicant's rights and liabilities under this Agreement are not assignable or delegable in whole or in part, without the prior written consent of GLCEDC.

3. Laws and Ordinances.

Applicant shall be responsible for compliance with all applicable laws, regulations and ordinances, including building and zoning codes, and for obtaining all building permits required for the work.

**IV. INDEMNIFICATION AND INSURANCE**

1. Indemnification.

Applicant shall indemnify and hold harmless GLCEDC, and its staff, officers, and directors, from any and all action, proceedings, claims, demands, costs, damages and expenses, including attorney’s fees, arising out of or relating to the above referenced Project.

2. Insurance.

**Applicant shall maintain and keep in force, during the term of the Project, and at its expense, casualty and liability insurance with a limit of no less than \$1 Million.**

Applicant shall deliver evidence of the insurance coverage to GLCEDC prior to the execution of this Agreement.

**V. SIGNATURES**

We have read, understand, and agree to all of the terms outlined in this Community Development Infrastructure Grant Agreement. We understand that failure to comply with any of the terms outlined within may result in forfeiture of the grant awarded.

**Greater Livingston County Economic Development Council**

By \_\_\_\_\_  
Larry Vaupel, CEO

Date \_\_\_\_\_

**Applicant**

By \_\_\_\_\_

Date \_\_\_\_\_

**County Board Chair and Finance Committee Chair**

By \_\_\_\_\_ By \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

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