

Greater Livingston County Economic Development Council (GLCEDC) Commercial Building Improvement Grant (CBIG)

(10/26/2009)

I. INTRODUCTION

The Greater Livingston County Economic Development Council (GLCEDC) Commercial Building Improvement Grant (CBIG) was established to stimulate improvements to commercial and industrial buildings within Livingston County. The primary objective of the program is to fund the elimination of obstacles that are keeping new businesses from occupying the structure. The Grant is administered by the GLCEDC and funded by a grant from the Livingston County Board.

II. OBJECTIVE

The Grant is available to both businesses and property owners, and is intended for improvements to the physical appearance and functionality of commercial buildings. As funding sources are limited, priority will be given to projects:

- Demonstrating significant visual and/or functional improvements to a single stand-alone building or a group of contiguous spaces or buildings.
- The elimination of an obstacle currently keeping a business from occupying the structure.
- Facilitating partnerships between neighboring business and property owners.
- Permitting a new business to locate within the structure or allowing an existing business to expand.
- Increasing the level of improvement beyond what would have been possible without the Grant.
- Removing a blighting influence.
- Leveraging a match from the applicant that exceeds the match required to receive a Grant.
- Retention or creation of jobs.

III. GRANT FUNDS

Exterior improvements = 50% of eligible costs, up to \$25,000.

Interior improvements = 25% of eligible costs, up to \$10,000.

Maximum Grant for a Project (exterior and interior improvements) is \$35,000.

Minimum total project cost required for a Grant is \$5,000 for exterior improvements and \$5,000 for interior improvements.

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

IV. ELIGIBILITY

- A. Funds should be used for exterior or interior improvements that are readily visible to the general public. Interior improvements for office buildings will generally not be permitted.

- B. The Program is available to all Livingston County industrial and commercial property owners; however, preference will be given to the following:
- a. Buildings fronting State routes and highways.
 - b. Structures 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 demonstrating partnership between neighboring business and/or building owners.
 - f. Projects utilizing contractors and suppliers based in Livingston County.
- C. 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 Committee Chair.
- D. Only work started after a complete application for the Grant is submitted to the GLCEDC will be eligible for a Grant. Work in progress or performed before a complete application is submitted is not eligible. Work may proceed prior to approval by the GLCEDC Executive Committee at the sole risk of the applicant.
- E. The following types of property are not eligible:
- Exclusively residential buildings.
 - Tax exempt property.
 - Tax delinquent property.
 - 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.
- F. Projects that are eligible for exterior improvement grants from the municipality are not eligible for the CBIG. However, interior improvements and exterior improvements that are not eligible in the municipal grant program are eligible to for the CBIG.
- G. 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. Following is a sample of likely eligible and ineligible improvements:
1. ELIGIBLE EXTERIOR IMPROVEMENTS
 - a. Roof improvements, or those correcting a structural deficiency, for unoccupied structures.
 - b. Repair and/or replacement of original building material or decorative details that are deteriorated or missing.
 - c. Cladding material compatible with the architecture of the building and the surrounding neighborhood.
 - d. The addition of architectural details that enhance the appearance of the structure.
 - e. Tuck-pointing and masonry repair.
 - f. Repair, replacement, or addition of doors and windows.
 - g. Signage (except for electronic box signs).

- h. Awnings (except for vinyl and metal awnings) and canopies.
- i. Accessibility improvements.
- j. Exterior lighting that enhances the architectural details of the structure.
- k. Painting

2. INELIGIBLE EXTERIOR IMPROVEMENTS

Although the following improvements will not be eligible for Grant funds, it is assumed that they could be part of the project.

- a. Cleaning.
- b. Construction of new buildings.
- c. Purchase of property and/or buildings.
- d. Permit fees, taxes, etc.
- e. Roof maintenance for occupied structures.

3. ELIGIBLE INTERIOR IMPROVEMENTS

- a. Floor plan changes to the space required for tenant build-out or leasable "white-box."
- b. Wall, ceiling, and flooring improvements required for tenant build-out or leasable "white-box."
- c. Plumbing, electrical, or lighting fixture improvements required for tenant build-out or leasable "white-box."

4. INELIGIBLE INTERIOR IMPROVEMENTS

Although the following improvements will not be eligible for Grant funds, it is assumed that they could be part of the project.

- a. Demolition.
- b. Cleaning.
- c. Equipment.
- d. Furnishings.
- e. Inventory.
- f. Permit fees, taxes, etc.

V. **Application Process**

- A. Applicant meets with GLCEDC staff to discuss the proposed project.
- B. Applicant must contact the municipality regarding regulations and permits for building alterations, awnings, and/or signage.
- C. If required, applicant must obtain local building permits.
- D. The Applicant obtains a bid from at least two licensed contractors of his or her choice (one must be located in Livingston County). The applicant is strongly encouraged to award the work to a local contractor so long as the expertise is comparable among the bidders. A statement explaining why the local bid was not accepted is required if hiring a firm not based in Livingston County.
- E. 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.
 - 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 two (2) proposals from a licensed contractor. One of the contractors must be located in Livingston County.
 - 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.)
- F. GLCEDC staff will determine if the application is complete and will forward to the GLCEDC Executive Committee.
- G. The GLCEDC Executive Committee reviews and approves the application.
- H. The County Board Chair and County Board Finance Committee Chair approves the application.
- I. 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 cannot guarantee funding until after the Application is considered by the Executive Committee.
- J. Applicant, County Board Finance Committee Chair, and 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.glcedc.org
 Email: office@glcedc.org



APPENDIX A COMMERCIAL BUILDING IMPROVEMENT GRANT APPLICATION FORM

Name of Applicant

Co-Applicant

Mailing Address

Phone Number

Fax Number

Project Address

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

What will be the new business at the Project Address?

Does Applicant own building? Yes ___ No ___

The Project will involve the building's: Interior ___ Exterior ___ Both ___

Estimated project starting date: _____ Estimated project completion date: _____

Estimated total cost of Interior work: _____ Estimated total cost of Exterior work: _____

Will the Applicant be using the services of an architect? Yes ___ No ___

If yes, please list name and address of architect:

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.

NOTE: Please attach additional documentation as outlined in Section V (E) 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: _____

**APPENDIX B
SAMPLE**



GREATER LIVINGSTON COUNTY ECONOMIC DEVELOPMENT COUNCIL

**COMMERCIAL BUILDING IMPROVEMENT AGREEMENT
Greater Livingston Economic Development Council (GLCEDC)
SAMPLE**

I. GRANT

The Greater Livingston County Economic Development Council (GLCEDC) will provide to Livingston County Business (“Applicant”) a grant of \$XXXXX for approved improvements (“Project”) to the structure 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 \$XXXXX 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.

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, in a ground floor window of the business 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 Commercial Building Improvement 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 Commercial Building Improvement 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, the GLCEDC, have read, understand, and agree to all of the terms outlined in this Commercial Building Improvement 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 _____

Livingston County Board Chair and Finance Committee Chair

By _____ By _____

Date _____

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