

**CITY OF WOODSTOCK  
FAÇADE IMPROVEMENT PROGRAM AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Woodstock, Illinois (hereinafter referred to as “the City”) and the following designated Owner or Lessee, of the subject property to be improved:

Owner’s Name:

Lessee’s Name: (If applicable)

Business: Name:

Business Address:

Tax ID/Social Security Number:

Address of Property to be Improved:

Legal Description:

WITNESSETH:

WHEREAS, the City of Woodstock has established a Façade Improvement Program for the purpose of encouraging the improvement and revitalization of the exterior facades of existing buildings in the Downtown Tax Increment Financing District;

WHEREAS, the Façade Improvement Program is administered by the City;

WHEREAS, the City agrees to reimburse the Owner/Lessee for the cost of eligible exterior improvements in the amount of (*funding amount*) for the completion of façade improvements described in the attached exhibit(s);

WHEREAS, the Owner/Lessee desires to participate in the Façade Improvement Program pursuant to the terms and provisions of this agreement;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the City and the Owner/Lessee do hereby agree as follows:

## SECTION 1

The City will reimburse the Owner/Lessee for the cost of eligible actual project costs, not to exceed \$\_\_\_\_\_. The improvement costs that are eligible for City reimbursement include all labor, materials, equipment, and other contract items necessary for the proper execution and completion of the scope of 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

The recipient agrees that all work will be completed within 180 days of the date of this agreement, unless otherwise authorized by the City of Woodstock. The City's Façade Improvement Coordinator shall periodically review the progress of the contractor's work on the façade improvement pursuant to this Agreement. Such inspections shall not replace any required permit inspections by the City's 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 the Agreement.

## SECTION 3

If the Owner/Lessee, or his/her designated contractor should fail to complete the approved improvements provided for herein, in conformity with the approved plans and specifications, or within the terms of this Agreement, the City's financial obligation shall cease.

## SECTION 4

Upon completion of the improvements by the Owner/Lessee, and upon final inspections by the City, 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 completed owner's statement, architect's statement (if applicable), contractor's statement, proof of payment and final

lien waivers, for the approved costs as 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 in the time specified will be deemed a breach of this Agreement.

## SECTION 5

Upon completion of the approved improvements pursuant to this Agreement and for a period of five (5) years, the Owner/Lessee shall be 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 provided 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, design drawings, and specifications approved pursuant to this Agreement.

## SECTION 6

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 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 cause 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 7

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 8

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 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.

SECTION 9

The Owner/Lessee acknowledges that he/she will forfeit the grant for failure to pay any outstanding fees or taxes to the City of Woodstock or for failure to correct any violations of city codes and ordinances on the property in question or on any other property within the limits of the City of Woodstock that is owned by the Owner or Lessee during said five (5) year period.

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

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
City Manager of Woodstock, Illinois

\_\_\_\_\_  
Owner

Attest: \_\_\_\_\_  
City Clerk