

**VILLAGE OF BROADVIEW  
FACADE IMPROVEMENT PROGRAM DESCRIPTION**

**1. Purpose of Program**

The Broadview Façade Improvement Program is designed to promote the continued use and maintenance of commercial buildings within the Roosevelt Road Tax Increment Financing (TIF) District. It is intended to help property owners and tenants to rehabilitate and restore the visible exterior of existing structures. Improvements must meet criteria for appropriateness of design. Reimbursement grants are provided to owners or tenants in recognition of the positive impact that individual building improvements can have on the overall appearance, quality, and vitality of the community.

**2. Eligible Properties**

To be eligible for a Façade Improvement Program reimbursement grants, an existing building must be used in whole or in part for commercial purposes, must be located within the TIF District, and must be properly zoned for the use(s) occupying the property. The Roosevelt Road TIP District as designated by the Village of Broadview is illustrated in Exhibit "A". Properties that are not eligible to apply for or receive program grant funds include non-commercial zoning classifications, non-commercial uses, government owned buildings, and non-permanent structures such as trailers and accessory structures.

To be eligible for a reimbursement grant for rear entrance improvement to a building, the project must also meet all of the following criteria:

- 1) The building must have an existing rear entrance, or a location for a new rear entrance, that is accessible to the public from a dedicated public street, alley, or other right of way, or from a parking lot or walkway that is owned or leased by the Village, or from other property that is encumbered by an easement granting public pedestrian access; and
- 2) The rear entrance to be improved must provide public access to a business or businesses within the building.

An application for program grant funds may be submitted by a commercial tenant, landlord, and/or property owner. The tenant and/or landlord shall have written approval of consent from the property owner of record to apply for the grant funds and complete the necessary exterior improvements to the structure. Further, the tenant shall have proof of long term lease of no less than five (5) years and shall be a registered business with the Village of Broadview. Business Registration must be completed with the Building Department prior to application for the Façade Improvement Program.

**3. Available Grants**

Applicants are eligible to receive a reimbursement grant for architectural services of up to \$5,000. Where architectural services are required, the applicant should retain a licensed architect to prepare a conceptual design and cost estimate for work proposed. If the project is approved by the Village, the architect may provide bidding and construction plans and

documents, as well as construction supervision. Only those architectural services directly related to the approved façade improvement will be reimbursed.

Applicants who plan to install at least \$2,000 of improvements are eligible to receive a matching grants to reimburse fifty percent (50%) of the cost of construction improvements and 100% of architectural fees, up to the maximum amount established above or by the Village Board. The maximum amount for an approved application for construction and architectural fees combined is \$30,000 or the amount remaining in the Façade Improvement Program Fund, whichever is less. A façade is defined as a thirty (30) foot wide span measured along the front or side of a building adjacent to a public street. For building fronts or side exceeding thirty (30) feet, a pro rata amount will be applied. Determination of funding in cases of one (1) building with multiple storefronts or multiple buildings containing one business would be decided individually based on merits of the project.

The maximum amount of the reimbursement grant for a specific property will be set forth in a Façade Improvement Agreement between the Village and the applicant. If costs exceed the original estimates, the applicant will be responsible for the full amount of the excess. The Village cannot reimburse more than the total amount specified in the Agreement.

The Village of Broadview Façade Improvement Program is to be considered a competitive grant program. If more applications are received than current funding levels would allow, the Village reserves the right to prioritize the applications or prorate the funds awarded on the basis of the location of the project, the extent of work, the level of private funding, and the relative impact of the proposed improvements on the Downtown area. The Village maintains the right to deny funding to any request, as well as the right to reduce the amount of funding for any proposal, regardless of the amount requested. The Village Board will make the final determination of the eligibility for each request.

The Village may carry over from one fiscal year to the next unobligated Façade Improvement Funds should the Village not award the entire budgeted funds within a given fiscal year, a project is not scheduled to be completed within the fiscal year the funds were awarded, or the project was not completed as approved by the Façade Improvement Agreement and the applicant is no longer eligible for reimbursement.

Reimbursement grants are subject to Federal and State taxes, and are reported to the internal Revenue Service on Form 1099. Applicants should consult their tax advisor for tax liability information.

#### **4. Eligible Improvements**

**Exit doors** (exterior) – installation, repair and replacement of exit doors and hardware to provide public access, or where current doors do not meet the building and fire codes or it will improve the overall appearance of the building.

**Painting** – painting of the exterior surface of building.

**Shutters and Awnings** – repair, replacement or addition of exterior shutters and awnings (exceptions: mansard roofs, back-lit and/or plastic awnings are not eligible for funding).

**Signs** – Repair and replacement. Signage shall be in compliance with Village Zoning Ordinance.

**Stairs, Porches, Railings, Exits** – Repair and replacement or installation of exterior stairs, Porches, railings and exit facilities.

**Walls** – Repair and rebuilding of exterior walls, including: cleaning sealing, tuck-pointing, Painting, etc.

**Windows** – Repairs of frames, sills, glazing, and replacement of glass and installation of new windows.

**Roofs** – Repairs and re-roofing, where the effects of the repair will be visible from a public street or public parking lot (In general, sloping roofs would qualify, flat roofs would not).

**Architectural Features** – Restoration, repair, and reintroduction, if previously removed, of significant architectural features.

**Lighting** – Repair, restoration, and addition of exterior lighting for architectural enhancement and public safety.

**Walkways** – Sidewalks, pavers, plazas, and other permanent improvements designed primarily pedestrian use, only in conjunction with rear entrance improvements or accessibility of primary public entrance in conjunction with additional exterior improvements.

**Landscaping** – Including approved landscape planters and perennial plantings including trees and shrubs.

The following items are **not** eligible for reimbursement grants under the Village of Broadview Façade Improvement Program:

**Building Permits fees and related costs**

**Extermination on insects, rodents, vermin and other pests**

**Title reports and legal fees**

**Acquisition of land or buildings**

**Air conditioning and heating facilities**

**Electrical wiring or service upgrade, except electrical work necessary to illuminate an eligible sign**

**Elevators -- repair or installation**

**Interior floor or ceiling replacement and repair**

**Interior work of any kind unless specifically impacting eligible accessibility improvements**

**Plumbing**

**Refinancing existing debt**

**Sprinkler systems**

**Working capital for businesses**

**Resurfacing of parking lots**

Improvements not specifically listed as eligible or ineligible are subject to review as to eligibility by the Village of Broadview Board of Trustees. All improvements must comply with local Ordinances and codes.

**5. Consideration of Application**

Applications will be considered in the order in which they are received. As stated previously In Section 3, if more applications are received than current funding levels would allow, the Village reserves the right to prioritize the applications or prorate the funds awarded on the basis of the location of the project, the extent of work, the level of private funding, and the relative impact of the proposed improvements on the Roosevelt Road Corridor. In the event that the total amount of the potential reimbursement grants exceeds the amount budgeted for the program for that fiscal year, the applications which cannot be approved due to budget limitations will be carried over for consideration during the following fiscal year. Not more than one Façade Improvement Agreement shall not be approved if a Façade Improvement grant was made for the same portion of the building within the previous three years.

Applications shall be made on the appropriate form provided by the Village of Broadview Building Department and Submitted with the necessary documentation.

The Village Board will consider the architectural appropriateness of proposed improvements. Improvements that are not architecturally appropriate, as determined by the Village Board, are not eligible for a reimbursement grant.

**6. Commencement and Completion of Work**

After a Façade Improvement Agreement is approved by the Village Board, the applicant may apply for a building permit and begin the work upon approval of the necessary building permit(s). **THE APPLICANT SHALL NOT BEGIN BEFORE – THE APPLICANT WILL NOT BE REIMBURSED FOR WORK DONE PRIOR TO VILLAGE BOARD APPROVAL OF THE FAÇADE IMPROVEMENT AGREEMENT.**

The applicant shall apply for the necessary building permits within thirty (30) days following approval of the Façade Improvement Agreement. All improvement must be completed within 180 calendar days after the Façade Improvement Agreement is approved and all necessary building permits are approved, unless otherwise authorized by the Village. Approval of a Façade Improvement Agreement shall qualify the applicant for a waiver in building permit fees.

If a work extension beyond the 180 calendar day period is requested, the applicant shall request the extension formally in writing. A detailed description of work remaining and explanation/justification for failure to meet the time period allotted shall be included in the written request. The written request must be submitted to the Building Department for review and consideration by the Village Board.

All General and Sub-Contractors to be involved with approved Façade Improvements must be registered Contractors with the Village of Broadview. Contractor Registration must be completed with the Building Department prior to the issuance of any necessary building permits. An applicant who is a qualified, registered Contractor may serve as the approved project's Contractor. When acting as the project's Contractor, the applicant is not eligible for reimbursement of their labor and/or time costs but is eligible for reimbursement of material costs only. Further, the applicant's labor and/or time costs would not qualify as matching grant funds.

**7. Reimbursement for Approved work**

Upon completion of the work, the applicant must submit copies of all architect's invoices, contractor's statements, invoices, receipts, and notarized final lien waivers to the Building Commissioner, as evidence that the owner or tenant has paid the architect and contractor(s) and all applicable expenses. The applicant shall use the attached forms for the contractor's statement and final lien waivers. Payment will be authorized upon completion of all work items as originally approved and receipt of all of the required documents.

The Building Commissioner may authorize reimbursement to be made in two payments, if all of the following conditions are present: 1) The first partial payment may be made upon completion of work representing at least forty percent (40%) of the amount specified in the Façade Improvement Agreement; 2) The architect's invoices, contractor's statements, invoices, notarized final lien waivers and proof of payment for the completed work have been submitted; 3) The remaining work is expected to be delayed for thirty days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the applicant.

Reimbursement for architectural services will be made at the same time reimbursement is made for improvements, and only if a Façade Improvement Agreement has been approved by the Village Board. Architectural services may be reimbursed, at the sole discretion of the Village Board, as follows:

Concept Plans and cost estimates prepared before approval of a Façade Improvement Agreement.

Architectural construction drawings and specifications for the improvement to the extent required by the Broadview Building Code, prepared after Village Board approval of a Façade Improvement Agreement.

Construction supervision conducted after Village Board approval of the Façade Improvement Agreement.

Major changes or elimination of improvements must be approved by the Village Board.

**THE VILLAGE OF BROADVIEW FACAD IMPROVEMENT PROGRAM IS A REIMBURSEMENT PROGRAM – THE APPLICANT MUST PAY THE ARCHITECT, CONTRACTORS AND SUPPLIES BEFORE THE RECEIVE ANY PAYMENT FROM THE VILLAGE.**

**8. Maintenance of Improvement**

The applicant shall be responsible for maintaining the façade and other improvements without alteration for a minimum of five (5) years unless approved by the Village Board. A restrictive covenant limiting alterations may be required by the Village Board at the time of approval of the Façade Improvement Agreement. If the applicant is a tenant, the landlord/property owner shall assume maintenance responsibility for a minimum of five (5) years should the tenant default on maintenance responsibilities. If the applicant defaults on maintaining the improvements for the minimum time period, the applicant shall reimburse the Village for funds received through the Façade Improvement Program.

## **FAÇADE IMPROVEMENT PROGRAM – STEP-BY-STEP PROCESS**

- 1.** Review the Program Description or contact the Building Department to inquire if the improvements the applicant is considering are eligible for participation in the Program.
- 2.** Define the scope of your proposed improvements. This will probably involve consulting with an architect or other appropriate design professional (for projects that do not need an architect, consult with a qualified and/or specialized contractor).
- 3.** Complete the application including appropriate plans and descriptions of work to be done.
- 4.** Submit application to the Building Department, 2350 S. 25<sup>th</sup> Avenue, Broadview, IL, 60155.
- 5.** Coordinate with appropriate Building Department Staff regarding review of submitted application, possible need for additional information or plan revisions, and confirm schedule of necessary meetings.
- 6.** If necessary, revise plans as recommended by the Building Commissioner.
- 7.** Submit final revised plans and signed Façade Improvement Agreement to Building Department for inclusion in Village Board agenda packet. Please note that all materials relating to a Village Board agenda must be received by the appropriate department no later than 5:00 p.m. on the tenth (10<sup>th</sup>) business day prior to the scheduled agenda.
- 8.** Attend Village Board meeting to present proposed improvements, receive the Board's review comments, and final consideration.
- 9.** If necessary, revise plans as recommended by the Village Board and return for second meeting.
- 10.** Upon approval by the Village Board and execution of a Façade Improvement Agreement, apply for a building permit and necessary Contractor Registration through the Building Department.
- 11.** Upon issuance of an approved building permit, commence construction per approved plans and call Building Department to schedule inspections as required.
- 12.** Complete construction in required time period.
- 13.** Request reimbursement through submittal of all necessary materials and documentation to the Building Department.
- 14.** Receive reimbursement check from Village Finance Department upon confirmation of required materials.

**BUILDING DEPARTMENT**

2350 S 25TH AVENUE, BROADVIEW, IL 60155-3800  
PH (708) 681-3600 \* FX (708) 681-2018  
WEBSITE: HTTP://WWW.VILLAGEOFBROADVIEW.ORG

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**FAÇADE IMPROVEMENT PROGRAM GRANT APPLICATION**

DATE: \_\_\_\_\_

Applicant: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Property Owner: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Attorney: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Architect: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_

General Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_

**\*\*If necessary, provide additional architect, contractor, and/or consultant contact information on an additional sheet.**

Principal Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_

**(Applicants are requested to specify a single-contact person through whom all correspondence will be transmitted).**

**NOTE: If the property in question is held in a Trust, a Disclosure of Beneficiaries form must accompany this application along with a signed authorization for Trust to execute on behalf of the beneficiaries.**

Current Use(s): \_\_\_\_\_

**Site Information:**

Common Address: \_\_\_\_\_

P.I.N. Number: \_\_\_\_\_

Zoning Classification: \_\_\_\_\_

Year of Original Construction: \_\_\_\_\_

Preliminary Cost Estimate (Total): \_\_\_\_\_

**BROADVIEW ROOSEVELT ROAD  
FAÇADE IMPROVEMENT PROGRAM GRANT APPLICATION  
SUBMITTAL REQUIREMENTS**

- \_\_\_ 1. Completed Application (attached).
- \_\_\_ 2. Legal Description(s) of parcel(s).
- \_\_\_ 3. Disclosure of Beneficiaries Form (attached).
- \_\_\_ 4. List of Contractors to take part in Improvements.
- \_\_\_ 5. Business Registration Certificate for all current non-residential tenants of building.

**TWO (2) FULL-SIZE COPIES AND ONE (1) REDUCED COPY (11"x 17") OF THE FOLLOWING INFORMATION MUST BE SUBMITTED. PLEASE NOTE THAT THE APPLICATION MATERIALS SUBMITTED WILL NOT BE RETURNED TO THE APPLICANT:**

- \_\_\_ 6. Photograph(s) of the elevations of the building for which the application is being submitted.
- \_\_\_ 7. Detailed Cost Estimate of Improvements including architectural, contractor, consultant, materials, and labor costs.
- \_\_\_ 8. Project Timeline/Schedule to Complete Construction of Improvements.
- \_\_\_ 9. Architectural Plan, including proposed improvements for all elevations of the building to be worked on, dimensions, materials, colors, and floor plan. If applicable, provide information regarding materials and techniques to be utilized in the improvement of the building.
- \_\_\_ 10. Landscape Plan (if landscape improvements are being requested for reimbursement).
- \_\_\_ 11. Lighting Plan, including photometric and details of the proposed lighting standard (if lighting is proposed).
- \_\_\_ 12. Proposed Sign Package, including elevations, dimensions, materials, colors, location(s), and quantities (if signs are proposed for reimbursement).
- \_\_\_ 13. Site Plan, including boundary description for projects involving building expansion or other site improvement.

**ALL PLANS AND PLATS SHALL BE FOLDED**

Additional copies of the plans and applicable materials will be requested prior to the scheduled meeting/hearing date. The Building Commissioner will advise the designated contact person of the required number of copies and the deadline date.

**ALL REQUIRED ITEMS MUST BE SUBMITTED CONCURRENTLY. PIECEMEAL AND INCOMPLETE SUBMITTALS WILL NOT BE ACCEPTED AND WILL BE RETURNED TO THE APPLICANT AT THEIR EXPENSE**



**VILLAGE OF BROADVIEW  
FAÇADE IMPROVEMENT AGREEMENT**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the Village of Broadview, Illinois (hereinafter referred to as “**VILLAGE**”) and the following designated

**OWNER/LESSEE:**

Owner/Lessee’s Name: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Tax ID#/Social Security #: \_\_\_\_\_

Address of Property to be improved:

\_\_\_\_\_

\_\_\_\_\_

PIN Number: \_\_\_\_\_

**WITNESSETH:**

**WHEREAS**, the VILLAGE has established a Façade Improvement Program for application within the Roosevelt Road Tax Increment Financing District (“District”); and

**WHEREAS**, pursuant to the Façade Improvement Program the VILLAGE has agreed to participate, subject to its sole discretion; and

**WHEREAS**, the **OWNER/LESSEE’S** property is located within the Roosevelt Road TIF District, and 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 and agreements obtained herein, the VILLAGE and the **OWNER/LESSEE** do hereby agree as follows:

**SECTION 1:**

A. With respect to façade improvements, the VILLAGE shall reimburse **OWNER/LESSEE** for the cost of improvements to the **OWNER/LESSEE’S** property at the rate of fifty percent (50%) of such cost, and shall reimburse **OWNER/LESSEE** for 100% of fees

**Proposed Improvements** (check all that apply):

- |  |  |
|--|--|
| <input type="checkbox"/> Shutters/Awning               | <input type="checkbox"/> Restoration of Architectural Features |
| <input type="checkbox"/> Windows/Doors                 | <input type="checkbox"/> Exterior Lighting                     |
| <input type="checkbox"/> Painting                      | <input type="checkbox"/> Signage                               |
| <input type="checkbox"/> Tuck Pointing/Masonry Repairs | <input type="checkbox"/> Masonry Cleaning                      |
| <input type="checkbox"/> Stairs/Porches/Railings/Exits | <input type="checkbox"/> Wall Repairs/Restoration              |
| <input type="checkbox"/> Roofs                         | <input type="checkbox"/> Permanent Public Walkways             |
| <input type="checkbox"/> Rear Entrance Improvements    | <input type="checkbox"/> Landscaping                           |

Other (please specify) \_\_\_\_\_

Scope and Purpose of Work: \_\_\_\_\_

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**Note:** While every effort will be made to accommodate your application in a timely manner, final placement on an agenda is subject to the accuracy of your submittal package, Staff's schedule/ability to review same, and the timing of re-submittals or revisions, if necessary. You will receive notice of the scheduled meeting date.

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**Statement of Understanding:**

- A) I agree to comply with the guidelines and procedures of the Village of Broadview Façade Improvement Program
- B) I understand that I must submit detailed cost documentation, copies of bids, contracts, invoices, receipts, and contractor's final waivers of lien upon completion of the approved improvements before payment will be authorized.
- C) I understand that work done before a Façade Improvement Agreement is approved by the Village Board and necessary building permits are approved and issued by the Building Department is not eligible for a grant reimbursement.
- D) I understand that Façade Improvement reimbursements are subject to taxation and that the Village is required to report the amount and recipient of said grants to the IRS.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

If the applicant is other than the owner, the owner of the property must complete the following:

I certify that I am the owner of the property at \_\_\_\_\_, and that I authorize the applicant to apply for reimbursement grant under the Village of Broadview Façade Improvement Program and undertake the approved improvements.

**Signature of Owner:** \_\_\_\_\_ **Date:** \_\_\_\_\_

For architectural services pertaining to such improvements, up to a maximum amount of \$5,000. The total reimbursement for improvements and related eligible improvements and architectural services shall not exceed thirty thousand dollars (\$30,000).

The actual total reimbursement amounts per this agreement shall not exceed \$\_\_\_\_\_ for Façade Improvements. The improvement costs which are eligible for Village reimbursement include all labor, materials, equipment and other contract items necessary for the proper execution and completion of the work as shown on the plans, design drawings, specifications and estimates approved by the Village. Such plans, design drawings, specifications and estimates are attached hereto as Exhibit A.

**SECTION 2:** No improvement work shall be undertaken until the design has been submitted to and approved by the Village Board. Following approval, the **OWNER/LESSEE** shall contract for the work and shall commence and complete all such work within 180 days from the date of approval of this Agreement and all necessary building permits.

**SECTION 3:** The Building Commissioner 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 inspection by the Building Department. 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 terms of this Agreement.

**SECTION 4:** Upon completion of the improvements and upon their final inspection and approval by the Building Commissioner, the **OWNER/LESSEE** shall submit to the VILLAGE a properly executed and notarized 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 in the work. In addition, the **OWNER/LESSEE** 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 **OWNER/LESSEE** shall also submit to the VILLAGE a copy of the architect's statement of fees for professional

services for preparation of plans and specifications. The VILLAGE shall, within fifteen (15) days of receipt of the properly completed contractor's statement, proof of payment and lien waivers, and the architect's statement, issue a check to the OWNER/LESSEE as reimbursement for one-half of the approved construction cost estimate or one-half of the actual construction cost, whichever is less, and for 100% of architectural services fee, subject to the limitations set forth in Section 1 hereof.

In the alternative, at its sole discretion, VILLAGE may reimburse OWNER/LESSEE in two payments. The first reimbursement may be made only; 1) upon completion of work representing 40% or more of the maximum reimbursement specified in Section 1 hereof and 2) upon receipt by VILLAGE of the architect's invoices, contractor's statements, invoices, proof of payment and notarized final lien waivers for the completed work and 3) upon a determination by the Building Commissioner that the remainder of the work is expected to be delayed for thirty days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the OWNER/LESSEE. The second, final reimbursement payment shall be made by VILLAGE only upon submittal of all necessary documents as described herein.

**SECTION 5:** If the **OWNER/LESS** or his 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 Building Commissioner to the **OWNER/LESSEE**, 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 6:** Upon completion of the improvement work pursuant to this Agreement and for a period of five (5) years thereafter, the **OWNER/LESSEE** 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/LESSEE** 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, not shall OWNER/LESSEE undertake any other changes, by contract or otherwise, to the

improvements provided for in this Agreement unless such changes are first submitted to the Building Commissioner, and any additional review body designated by the Commissioner, 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/LESSEE shall execute and record a restrictive covenant, in a form substantially the same as Exhibit "B" hereto, at Village's request.

**SECTION 7:** The OWNER/LESSEE releases the VILLAGE, its officials, officers, employees, and agents, from, and covenants and agrees that the VILLAGE, its officials, officers, employees, and agents, 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 façade improvement(s), including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the VILLAGE 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 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/LESSEE from undertaking any other work in or about the subject premises which is unrelated to the Façade Improvement provided for in this Agreement.

**SECTION 9:** This Agreement shall be binding upon the **VILLAGE** and upon the OWNER/LESSEE 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 improvement provided for herein. It shall be the responsibility of the **OWNER/LESSEE** to inform subsequent **OWNER(s)/LESSEE(s)** of the provisions of this Agreement.

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

**OWNER/LESSEE**

**VILLAGE OF BROADVIEW**

\_\_\_\_\_  
**Property Owner**

\_\_\_\_\_  
**Katrina R Thompson, Village President**

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Kevin McGrier, Village Clerk**

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

\_\_\_\_\_  
**Tenant/Lessee (If Applicant)**

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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