

### Description:

The Façade Improvement Program provides financial assistance to businesses and property owners seeking to make improvements to existing commercial properties. The goal is to encourage and facilitate the enhancement of building exteriors of commercial tenants, and to improve overall aesthetic throughout our business community.

### Geographic Scope:

All commercial properties located within the boundaries of the Village of Bensenville are eligible.

### Amount of Grant:

Grant awards will be made in amounts of 50% of total façade improvement costs, not to exceed \$10,000. Annual funding limits may apply.

### Eligible Uses:

- Canopies
- Awnings
- Windows
- Siding
- Signage
- Exterior Lighting
- Entryway Improvements
- New Façade Elements
- Façade Rehabilitation, Including Removal of Non-Original Façade
- Professional Services Related to Project (i.e. Architect or Design Fees)
- Other Uses As Deemed Eligible By Staff

Only the uses specified above are eligible for funding under the Façade Improvement Program. Each eligible project must meet minimum Design Guidelines as established by the Village of Bensenville's Appearance Code.

### How the Program Works:

- Completed application submittal
- Village staff will assist the applicant in understanding eligible improvements/expenses
- Applicant will prepare drawings and/or specifications for improvements
- Applicant will submit photos of property and adjacent properties
- Applicant will receive no fewer than three (3) professional signed bids, quotes, or cost estimates
- Village staff must approve cost estimates before any works commences
- The Village will provide a “Notice to Proceed”
- The Village will provide reimbursement after work is completed and final inspections have been approved

Individual projects through the Façade Improvement Program are subject to approval by the Community Development Commission and Village of Bensenville Board of Trustees. Any work done before “Notice to Proceed” will be ineligible for funding. As a condition of the Façade Improvement Program, the Village may require certain style and design characteristics.

### Requirements for Payment/Reimbursement:

In order to receive payment or reimbursement, projects must submit the following to the Village of Bensenville Finance Department:

- Invoice
- Waiver of Liens Against the Property
- Canceled Check (As Backup for Disbursements)

### Obligations:

- One time grant per tenant
- No application fee
- All appropriate building/sign permit(s) required
- General maintenance items such as tuck-pointing may be eligible, subject to approval by the Village of Bensenville
- Once completed, applicant must maintain improvements for no less than two years
- Village may issue a modification approval upon request
- Should improvements be removed within two years of completion, the applicant must repay the Village the entire grant award within six (6) months of the improvements’ removal

## Design Guidelines Overview:

1. *Façade:* The façade is the entire exposed exterior surface of a building from exterior grade to the roofline. Any façade fronting a public street will be considered a primary façade, while any façade not fronting on a public street, but exposed to public view, will be considered a secondary façade. In façade renovation, all structural and decorative elements should be repaired or replaced to match or be compatible with the original materials and design of the building.

Solid or permanently enclosed storefronts are prohibited, as are window treatments that significantly decrease the amount of window area. All damaged or otherwise deteriorated elements of display windows, entrances, upper facades, or signs should be repaired or replaced. Each building should be an integral element of the overall site design and should reflect and complement the character of the surrounding area.

2. *Exterior Lighting:* It is more appropriate to provide lighted showcases and spot or flood lighting to articulate architectural detailing or activities associated with the building, business graphics, or show windows. No lights should move, flash, or make noise.
3. *Signs:* A sign's major purpose is to identify a business and what the business sells. Signs do not have to be large and overbearing, or cluttered with excess information. They should be fairly simple and should be coordinated with neighboring signs. Randomly located signs, signs containing too much information, the use of many signs, and signs that are too large for individual shops and compact neighborhood shopping areas are often hard to read and are easily missed by pedestrian shoppers and drivers. Such signage can give local shopping areas a cluttered, confusing image. Simple signs, and the consistent size and location of the signs from one storefront to the next, make locating businesses easier for pedestrians and drivers. All signage must conform to the Village of Bensenville Sign Regulations. Legal but non-conforming signs must be brought into compliance as a part of any Façade Improvement project award.

Large signs on upper facades, signs above the roofline of the building, billboards, and other outdoor advertising signs painted or mounted on structures, except as otherwise described, are prohibited.

Sign colors should be coordinated with the colors of the building. Sign size should be compatible with the scale of the building and surrounding buildings.

All sign lighting elements such as switches and panel boxes should be concealed from view as much as possible. Old signs, unused support structures, and empty electrical conduits must be removed.

4. *Graphics:* Window graphics shall be permanent and painted, decal-type applied to the glass, or neon designs. All designs shall be subject to approval as a part of the program and the total of all permanent window graphics shall not exceed 25% coverage of the glass on the main floor. When window graphics are placed, temporary, promotional signs are permitted, but the maximum coverage shall not exceed another 25% coverage of the glass on the main floor.
5. *Windows and Doors:* Windows and doors should be tight fitting and have sashes of proper size and design. Window frames with rotten wood, broken joints, or loose mullions should be replaced. All broken and missing windows should be replaced with new non-reflective glass, to provide visibility to the interior and to merchandise displays. New doors and windows should be compatible with the architectural style and character of the facade. Silver-colored aluminum windows and doors are generally not permitted as a part of this program, unless they enhance the design or meet specific district guidelines. No storefront should be covered or boarded up, except during construction.

6. *Exterior Painting:* If carefully placed, colors can accentuate architectural details and visually unite groups of separate buildings. Yet, too many colors on the wrong features will detract from the building's character and that of its neighbors. *Base color* typically matches the natural color of building materials, such as brick or stone. *Trim color* is used for framing the façade, doors, windows, and for the primary color of the cornice and major architectural elements. If used, minor trim colors are darker and used on doors and window sashes. Terra cotta, ceramic tile, stone, glass, and unpainted brick should not be painted. When it is necessary to "re-paint" brick facades, care should be taken to ensure only paint or stain designed specifically for brick is used to prevent future damage to the structure.
7. *Awnings and Canopies:* Awnings can be attractive improvements to a storefront. However, when the store's name is included on an awning or canopy, this is considered to be a sign, and only one sign is allowed per storefront. Awnings can also provide shelter from the sun and rain. When awnings are desired, rigid or fixed awnings or sunscreens should be used only when considered as an integral part of the adjacent structures. Cloth or vinyl awnings should be flame proofed. Lighted awnings are not encouraged. Awnings should be installed against the building and generally should not extend above the sign band. All awnings must conform to Village code.

**NOTE:** Bensenville is an Enterprise Zone. In most cases, State sales tax may be waived on building materials. There is a separate Application for Enterprise Zone Assistance requiring Village Board Approval. Please discuss with staff before submitting this application to avoid delaying your project.

Facade Improvement Program Application:

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

Address of Proposed Project: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Name of Property Owner (If Different): \_\_\_\_\_

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

Business Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Mailing Address (If Different): \_\_\_\_\_

Contact Person: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Year Property Purchased/Business Opened: \_\_\_\_\_

Lease Terms: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Property Square Footage: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Projected Revenue: \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
(Year 1) (Year 2) (Year 3)

Supplemental Questions:

1. Please provide a property and/or business description:

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2. Please describe the proposed improvements:

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3. What is the estimated cost of improvements?:

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4. How will you fund your portion of improvements? (Must provide documentation supporting this):

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5. How will this project positively impact the local Bensenville economy? (Ex: job creation, increased sales tax, property tax, etc.):

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### Stipulations:

- i. **Proof of Ownership/Lease Agreement:** I (we) agree to provide the Village of Bensenville with proof of ownership or a copy of an executed lease agreement.
- ii. **Existing Obligations:** I (we) certify that there are no defaults on mortgage, liens on the property, land contracts, lease payments, taxes or special assessments past due.
- iii. **Design Compliance:** I (we) acknowledge the receipt of the Façade Program Design Guidelines and the Village of Bensenville's Appearance Code, and agree to comply with the approved project design.
- iv. **Proof of Insurance:** I (we) agree, upon project approval, to provide the Village of Bensenville with a certificate of liability, hazard, theft, and vandalism insurance, naming the Village of Bensenville as "additional insured" for the project and covering the value of the property and cost of all improvements to be made under the Façade Improvement Program.
- v. **2-Year Commitment:** I (we) agree to maintain improvements made with Façade Improvement Program funds for a period of no less than two (2) years. Should improvements be removed within two (2) years of completion, the applicant must repay the Village of Bensenville the entire grant award within six (6) months of the improvements' removal.
- vi. **Improvement Modification:** I (we) agree that upon request, the Village of Bensenville may issue an approval for Façade Improvement Modification. This request will be considered on a case-by-case basis, and approval will be at the discretion of the Village of Bensenville.
- vii. **Credit Check:** I (we) agree that by signing this agreement we are providing authorization for the Village of Bensenville to run a credit check as necessary.
- viii. **Legal Costs to Enforce Agreement:** I (we) agree to reimburse the Village of Bensenville for reasonable attorney's fees and legal expenses incurred to enforce the terms of this and any other agreement, which may replace or supersede this one, whether or not there is a lawsuit, including attorney's fees and legal expenses for efforts to modify or vacate any automatic stay or injunction, appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I (we) also will pay any court costs, in addition to all other sums provided by law.
- ix. **Indemnification:** I (we) agree to defend, indemnify and hold the Village of Bensenville and their officers, agents, representatives and employees harmless of, from, and against any and all loss, claims, demands, judgments, liabilities, damages, liens, penalties, fees, fines, costs and expenses, including court costs and reasonable attorney's fees whether arising out of or relating to (a) applicant's breach or default of any covenants, duties, obligations, representations or warranties hereunder, (b) breach of any contract or agreement, (c) negligence, and any other acts or omissions of applicant, its agents and employees, contractors and/or subcontractors, (d) any injuries to person or property sustained by applicant's employees, any contractor or subcontractor's employees, or members of the general public during the repairs; (e) any subsequent injuries to any party resulting from damage caused during the project or by materials left at the property after the project, (f) violation of or failure to comply with governmental law, (g) violation of any collective bargaining agreement or employment contract, (h) any claim arising from or in any way relating to this agreement, whether or not filed directly against the Village of Bensenville.

- x. **Access to Project Site and Plans:** I (we) agree to give Village of Bensenville staff and contractors access to the proposed project site and any or all plans associated with the project. I (we) also agree to give the Village of Bensenville access to all professional bids and/or design professionals associated with the project.
- xi. **Site Plan:** I (we) agree that the Village of Bensenville reserves the right to request a project site plan as needed, and in such an instance I (we) agree to provide a site plan for review.
- xii. **Plat of Survey:** I (we) agree, upon project approval, to provide the Village of Bensenville a Plat of Survey for review.
- xiii. **Limit on Façade Program Funding:** Project funding is limited to one (1) Façade Improvement Program grant per tenant.
- xiv. **Project Start Deadline:** I (we) agree to commence work on the proposed project within ninety (90) days of receiving "Notice to Proceed" from the Village of Bensenville. I (we) understand that if work does not commence within ninety (90) days, a new application must be submitted.
- xv. **Project Funding:** I (we) agree to provide proof of funding for the proposed project prior to approval of application. Proof of funding must be provided in a bank statement from the applicant's account and/or the applicant's loan approval documentation.
- xvi. **Additional Information:** I (we) understand and agree to provide additional information about the business, including financial statements, business projections, closing statements, evidence of funds for project, loan commitments, etc., if requested by the Village of Bensenville. I (we) understand that such information may be utilized to determine program eligibility and/or potential to remain in business if funds are allocated for the project.
- xvii. **Application Amendments/Additions:** It is highly recommended that the applicant complete the needed due diligence prior to submittal of the Façade Improvement Program application to ensure a proper construction budget. Amendments and additions to the application are discouraged and project overruns should be absorbed by the applicant. In rare instances and after proving hardship through the Village of Bensenville's plan review process will changes to project funding be considered.
- xviii. **Applicant as Contractor:** If the applicant serves as the project general contractor, or a sub-contractor, the applicant's profit will not be considered as an eligible expense for the portion of the work the applicant performs as contractor.



