City of Valparaiso
Façade Improvement Program Description for Main Corridors

Revised December 14th, 2015

1. Program Purpose

The Valparaiso Façade Improvement Program is designed to promote the continued use and maintenance of commercial and mixed use buildings in the City's main corridors (Exhibit A). It is intended to help property owners and commercial tenants to rehabilitate and restore the visible exterior of existing structures, and to construct or enhance rear pedestrian entrances of buildings. Improvements must meet criteria for appropriateness of design. Reimbursement grants are provided to property owners or commercial tenants in recognition of the positive impact that individual building improvements can have on the overall appearance, quality and vitality of the City's main corridors.

2. Eligible Properties:

In order to apply for a Façade Improvement Program reimbursement grant, an applicant and the building shall meet all of the following criteria:

1) A building used in whole or in part for commercial purposes located within the City's main corridors, shown in **Exhibit A**.

    - Washington Street from Morthland to Lincolnway*;
    - Lincolnway and State Road 130 from west city limits to LaPorte Avenue*; and
    - LaPorte Avenue from Lincolnway to east City limits, except parcels that are within the Eastgate Overlay District (see **Division 11.400, Eastgate Overlay District Standards**); and
    - Morgan/Calumet from Elm Street to north City limits; and
    - U.S. 30 between Hayes Leonard Road and Industrial Drive
    - Roosevelt Road from Elm Street to Vale Park Road/Calumet Avenue and;
    - Campbell Street from Brown Street to West Street and
    - State Route 2 from Danvers Parkway to Morthland

    *Excludes areas located within the Downtown Façade Improvement Program boundary.

2) Building and Applicant shall not be delinquent in property taxes.
3) Buildings with existing code violations or deficiencies must include their remedy as part of the proposed improvements and shall be in compliance with the Valparaiso Unified Development Ordinance.

4) Not all properties and/or projects meeting the requirements of the Façade Improvement Program for Main Corridors will be eligible to receive reimbursement grants. Eligibility to receive reimbursement grants will be determined by the City's Planning Director based upon factors including, but not limited to, available funding, scope of the proposed project and/or conformance with the City's Unified Development Ordinance.

Buildings used in whole or in part for commercial purposes maybe eligible for a reimbursement grant for rear entrance improvements, if they 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 City, 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.

3. <u>What Grants Are Available?</u>

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

The maximum aggregate amount of all grants approved for a building or property within any ten-year period shall be limited to $25,000.00. This limitation applies to all eligible properties regardless of the number or width of qualifying facades. In limited circumstances a building that is used in whole or part for commercial purposes and has a rear public entrance that is visible from a public street, public park or parking lot (either private or publicly owned) may be eligible to receive up to an additional $25,000.00 in reimbursement grants as part of this Program. The Planning Director has the sole discretion to determine if a property is eligible to receive up to an additional $25,000 in reimbursement for improvements to the front façade or rear public entrance/façade.

Reimbursement grants are subject to Federal and State taxes, and are reported to the Internal Revenue Service on Form 1099. You are required to provide your taxpayer ID number or social security number as part of the Façade Improvement Agreement. Property owners and tenants should consult their tax advisor for tax liability information.

A. Exterior Building Facades

Property owners or commercial tenants who install at least $10,000 of improvements are eligible to receive a grant to reimburse 50 percent of the cost of construction of exterior building improvements and 100% of architectural fees, up to $25,000 per

façade for construction and architectural fees combined. A façade is defined as a thirty foot wide span along the front or side of a building facing a public street, measured along the building wall generally parallel to the right of way line. For building fronts or sides exceeding thirty feet, a pro rata amount will be applied.

The amount of any reimbursement grant for architectural services shall be limited to $4,000 per building. Where architectural services are required, the owner or tenant should retain an architect to prepare a conceptual design and cost estimate for work proposed. If the project is approved by the City, 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.

B. Rear Entrance Improvements

Property owners or commercial tenants who install at least $10,000 of improvements are eligible to receive a grant to reimburse 50 percent of the cost of construction of exterior building improvements and 100% of architectural fees, up to $10,000 per building for construction and architectural fees combined. As noted above, in limited circumstances, buildings containing a rear public entrance that is visible from a public street, public park and/or parking lot (private or public) may be eligible to receive a grant to reimburse 50 percent of the cost of the construction of exterior building improvements and 100% of architectural fees, up to $25,000 for façade and other eligible improvements to the rear entrance.

The amount of any reimbursement grant for architectural services shall be limited to $4,000 per building. Where architectural services are required, the owner or tenant should retain an architect to prepare a conceptual design and cost estimate for work proposed. If the City approves the project, the architect may provide bidding and construction plans and documents, as well as construction supervision. Only those architectural services directly related to the approved rear entrance improvement will be reimbursed.

Landscaping is an eligible improvement for front, rear and side entrance improvements however, reimbursement for landscaping shall be limited to a) not more than $5,000 per building; b) only trees, shrubs, and other perennial plants are eligible for reimbursement; and c) all landscape materials for which a reimbursement grant is provided shall be maintained in good condition by the property owner or business tenant for a minimum of ten years, as set forth in Section 9 of this Program Description and as provided in the Façade Improvement Agreement.

4. <u>Eligible Improvements:</u>

- 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 buildings.
- 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 – all exterior signage must be brought into compliance with existing City ordinances.
- 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 – repair of frames, sills, glazing, replacement of glass and installation of new windows
- Roofs – repair 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).
- Walkways – sidewalks, pavers, plazas, and other permanent improvements designed primarily for pedestrian use, only in conjunction with rear entrance improvements.
- Landscaping, limited to perennial plantings including trees and shrubs, only in conjunction with rear entrance improvements.
- Lighting – installation, repair and replacement of lighting mounted on a building that illuminates the façade or signage.
- Architectural Detail or Ornamentation – columns, brackets, cornice, niches, appropriate for the age and architecture of the building.

The following items are <u>not</u> eligible for reimbursement grants under the City of Valparaiso's Façade Improvement Program:

- Building Permit fees and related costs
- Extermination of insects, rodents, vermin and other pests
- Sidewalks – replacement or private sidewalks, except as specified above in conjunction with rear entrance improvements.
- 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 or architectural appropriate lighting.
- Elevators – repair or installation
- Interior floor or ceiling replacement and repair
- Plumbing
- Refinancing existing debt
- Sprinkler systems

- Owner or tenant laborWorking capital for businesses
- Single family residential properties
- Multi-family residential properties
- Big Box stores or commercial buildings located within a Big Box development
- Resurfacing of parking lots
- Landscaping, except as specified above in conjunction with rear entrance improvements. (In no case will reimbursement grants be made for temporary landscaping such as annual plantings.)

Improvements not specifically listed as eligible or ineligible are subject to review as to eligibility by the Plan Commission as an advisory body and approval or disapproval by the Valparaiso City Council.

The Plan Commission and the City Council will consider the architectural appropriateness of proposed improvements using the Nonresidential Design Standards in the Unified Development Ordinance established by the City Council and the Plan Commission. Improvements that are not architecturally appropriate, as determined by the City Council upon recommendation of the Plan Commission, are not eligible for a reimbursement grant.

5. <u>Approval of Façade Improvement Agreement:</u>

Applications will be accepted beginning March 1st of each calendar year. Buildings that have not received a Façade Improvement Program reimbursement grant in the past will have first consideration. After all first time users are processed, the remaining applications will be considered in the order in which they were received. 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 Facade Improvement Agreement shall be approved for a building in any fiscal year, and a Facade Improvement Agreement shall not be approved if a Façade Improvement grant was made for the same portion of the building within the previous ten (10) years. . A complete application shall be submitted no later than 21 days, from the date of the Plan Commission meeting.

6. <u>Commencement of Work:</u>

After the Façade Improvement Agreement is approved by the City Council, applicants may obtain a building permit and begin the work. **DO NOT START BEFORE – APPLICANTS WILL NOT BE REIMBURSED FOR WORK DONE PRIOR TO CITY COUNCIL APPROVAL OF THE FAÇADE IMPROVEMENT AGREEMENT.**

7. Completion of Work:

All improvements shall be completed and requests for reimbursement submitted within 180 calendar days after the City Council's approval of Façade Improvement Agreement unless otherwise authorized by the Planning Director for a maximum of a one (1) year extension. It shall be the applicant's sole responsibility to make sure that all deadlines are met. All requests for extension must be submitted in writing to the Planning Director prior to the expiration of the initial deadline to complete the work and submit requests for reimbursement. In the event that an applicant fails to comply with these deadlines or otherwise request an extension from the Planning Director, the City's may terminate its obligation to reimburse the applicant.

8. Reimbursement Payments:

Upon completion of the work, the owner or tenant shall submit copies of all architect's invoices, contractor's statements, invoices, proof of payment, and the request for disbursement form to the Planning Director, as evidence that the owner or tenant has paid the architect and contractor(s). You should use the attached request for disbursement form for submittal to the Planning Director. Payment will be authorized upon completion of all work items as originally approved and receipt of all of the required documents.

The Planning Director 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 fifty percent (50%) 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 owner or tenant.

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 City Council. Architectural services may be reimbursed, at the sole discretion of the City Council, 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 Valparaiso Building Code, prepared after City Council approval of a Façade Improvement Agreement.

Construction supervision conducted after City Council approval of the Façade Improvement Agreement.

Major changes or elimination of improvements must be approved by the City Council. Minor changes must be approved by the Planning Director. **THIS IS A REIMBURSEMENT PROGRAM – YOU MUST PAY YOUR ARCHITECT, CONTRACTORS AND SUPPLIERS BEFORE YOU RECEIVE PAYMENT FROM THE CITY.**

9. Alterations:

The property owner and tenant shall be responsible for maintaining the façade and rear entrance improvements without alteration for ten (10) years unless approved by the Planning Director. A restrictive covenant limiting alterations may be required by the City Council at the time of approval of the Façade Improvement Agreement.

10. E-Verify:

Pursuant to Ind. Code § 22-5-1.7, Applicants will be responsible for complying with Indiana's E-Verify program requirements.

11. Americans with Disabilities Act:

Applicants shall be responsible for complying with the applicable requirements of the Americans with Disabilities Act in constructing the improvements to their properties.

12. Building Permits:

Applicants shall obtain all necessary building permits from the City of Valparaiso's Building Department prior to commencing work. A building permit is typically required when alterations include changes in structural members, stairways, egress, light and ventilation, change of occupancy classification, or any other change affecting or regulated by the City of Valparaiso's Building Code or Unified Development Ordinance. All applicants are encouraged to contact the Building Department prior to commencing work in order to confirm whether a building permit is needed.

13. Right-of-Way Dedication:

In certain circumstances the City may be desirous of obtaining an easement and/or right-of-way from an applicant. In these cases, as a condition precedent to participating in the City's Façade Improvement Program, the applicant is required to convey such easement or right-of-way to the City at no cost to the City. No applicant shall be eligible for reimbursement pursuant to the Façade Improvement Program until such time as all necessary easement(s) and/or right-of-way has been conveyed to the City. Documentation evidencing the conveyance of such easement and/or right-of-way to the City shall be attached as Exhibit B to the Façade Improvement Agreement.

FAÇADE IMPROVEMENT PROGRAM – STEP-BY-STEP PROCESS

1. Review the Program Description or contact the Planning Department to see if the improvements you are considering are eligible.

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 contractor).

3. Complete this application including appropriate plans and description of work to be done.

4. Submit application to Planning Department, 166 W. Lincolnway, Valparaiso, IN.

5. Attend Plan Commission meeting to present your proposed improvements and to receive the Commission's review comments. This step may be waived by the Planning Director dependent upon total scope of work.

6. If necessary, revise plans and return to Plan Commission for second review.

7. Submit final revised plans, dollar amounts and signed Façade Improvement Agreement to Planning Department.

8. Planning Director approve or disapprove Façade Improvement Agreement.

9. Application and grant agreement are forwarded to the City Council for their review and approval.

10. Apply for a building permit, if necessary, through the Building Department.

11. Pick up permit at City Hall when notified.

12. Construct per approved plans and call Building Department to schedule inspections as required.

13. Finish Construction.

14. Call the Building and/or Planning Departments for final inspection.

15. Request reimbursement: Submit Lien Waivers, Treasurer's Form (to show compliance with property tax), etc., to Planning Office

16. Receive check from Clerk/Treasurer Office.

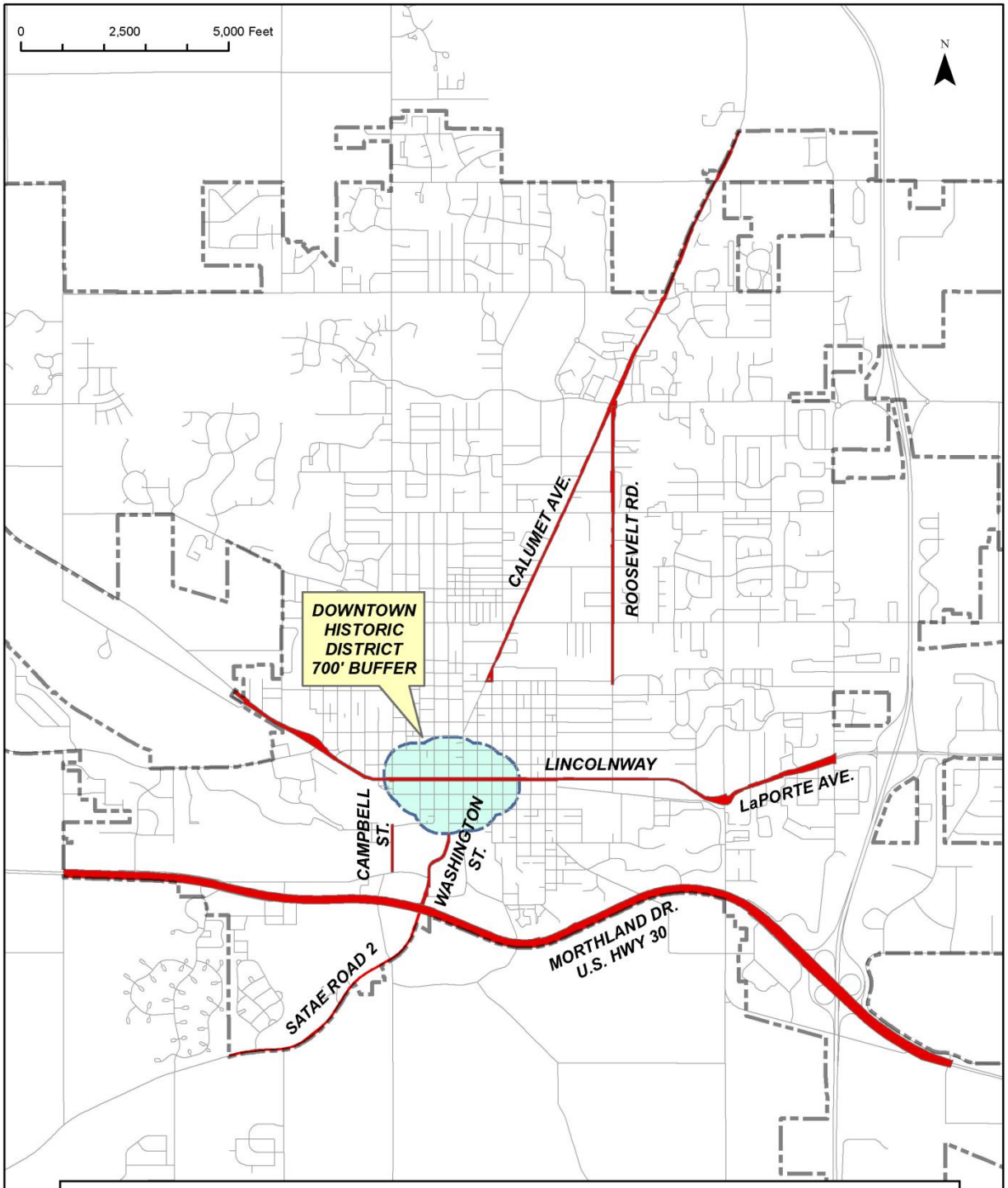

Exhibit A
Main Corridors for Facade Improvement Program

VALPARAISO FAÇADE IMPROVEMENT PROGRAM

Application Form

1. Applicant Information

NAME: _____

ADDRESS OF PROPERTY TO BE IMPROVED:

_____

_____

NAME OF BUSINESS: _____

TAX ID#/SOCIAL SECURITY #: _____

HOME ADDRESS: _____

BUSINESS PHONE: _____ HOME PHONE: _____

FAX: _____ EMAIL: _____

2. Project Information

BUILDING LOCATION: _____

BUSINESS(ES) LOCATED IN BUILDING:

_____

_____

BUILDING AGE: _____ BUILDING LOCATED IN HISTORIC DISTRICT? _____

BUILDING ZONED AS: _____ PIN NUMBER: _____

OWNER OF RECORD: _____

IF LEASED: Lease Expires _____ Renewal Term _____

3. **Project Description**

Describe in detail the proposed scope of work including design firm and/or contractor(s) selected. In describing project, be sure to differentiate between interior renovations vs. exterior façade improvements to be undertaken. Use separate sheet(s) if necessary.

_____
_____
_____
_____
_____
_____
_____
_____

Anticipated Construction
Start Date: _____ Completion Date: _____ Total Project Cost: _____

4. **Mortgage Information**

Is there a current Mortgage on the property: YES _____ NO _____

If YES, Holder of Mortgage
_____

Date of Mortgage: _____

Original Amount: _____ Current Balance: _____

Are there any other loans, liens, deed restrictions on the property:

YES _____ NO _____

If YES, please list:
_____
_____
_____

5. **Building Information**

Will project result in a change of use for the building? YES _____ NO _____

Uses of the building after completion of the façade project:

1st Floor:

_____

2nd Floor:

_____

3rd Floor:

_____

Other:

_____

6. **Other Required Documentation**

   a. Property deed with legal description of property

   b. Proof that all property taxes are paid and current

   c. Proof of property and liability insurance

   d. Signed mortgage note

   e. Copies of any leases associated with property

   f. Project budget

   g. Two (2)-contractor quotes/construction bids for total façade project

   h. Photographs of proposed project site

I/We certify that all information set forth in this application is a true representation of the facts pertaining to the subject property for the purpose of obtaining funding under the Valparaiso Façade Improvement Program. I understand and acknowledge that any willful misrepresentation of the information contained in this application could result in disqualification from the program, requiring any funds already disbursed to be repaid in full to the City of Valparaiso.

The applicant further certifies that he/she has read and understands the Valparaiso Façade Improvement Program Guidelines. If a determination is made by the Planning Commission that program funds have not been used for eligible program activities, the Applicant agrees that the proceeds shall be returned, in full, to the City of Valparaiso and acknowledges that, with respect to such proceeds so returned, he/she shall have no further interest, right, or claim. It is understood that all Valparaiso Façade Improvement Program funding commitments are contingent upon the availability of program funds.

Signed this _____ day of _____, 20 _____

By: _____

_____

City of Valparaiso
Façade Improvement Agreement

THIS AGREEMENT, entered into this _____ day of _____, 20__, between the City of Valparaiso, Indiana (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: _____

Name of Business: _____

Tax ID#/Social Security # _____

Address of Property to be Improved:

_____

_____

PIN Number: _____

WITNESSETH:

WHEREAS, the CITY has established a Façade Improvement Program for application within the City's Main Corridors (""Façade Improvement Corridors"); and

WHEREAS, said Façade Improvement Program is administered by the CITY with the advice of the Plan Commission and is funded from the general fund for the purposes of controlling and preventing blight and deterioration within the Façade Improvement Corridors; and

WHEREAS, pursuant to the Façade Improvement Program CITY has agreed to participate, subject to its sole discretion, 1) in reimbursing Owners/Lessees for the cost of eligible exterior improvements to commercial establishments within the Facade Improvement

Corridors up to a maximum of one-half (1/2) of the approved contract cost of such improvements and 2) in reimbursing Owners/Lessees for 100% of the cost of the services of an architect for such façade improvements up to a maximum of $4,000 per building, as set forth herein, but in no event shall the total CITY participation exceed twenty five thousand dollars ($25,000) per façade, as defined herein, for eligible improvements to the front and/or side of a building, and ten thousand ($10,000) per building for eligible rear entrance improvements, with a maximum reimbursement amount of twenty five thousand dollars ($25,000) per building; and

WHEREAS, in limited circumstances a building that is used in whole or part for commercial purpose and has a rear public entrance that is visible from a public street, public park or parking lot (public/private) maybe eligible to receive up to an additional $25,000 in reimbursement for rear entrance improvements. The Planning Director has the sole discretion to determine if a property is eligible to receive up to an additional $25,000 reimbursement for rear entrance improvements.

WHEREAS, the OWNER/LESSEE's property is located within the Façade Improvement Corridors, 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 CITY and the OWNER/LESSEE do hereby agree as follows:

SECTION 1:

A. With respect to façade improvements to the front and side of a building and related eligible improvements, the CITY 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 the cost of fees for

architectural services pertaining to such improvements, up to a maximum amount of $4,000 per building as defined herein, provided that the total reimbursement for improvements to the front and side of a building and related eligible improvements and architectural services shall not exceed twenty five thousand dollars ($25,000) per façade as defined herein. As provided herein certain buildings that are used in whole or part for commercial purposes and have a rear public entrance that is visible from a public street, public park or parking lot (public/private) maybe eligible to receive up to an additional $25,000 and reimbursement for rear entrance improvements.

B. With respect to improvements to rear entrance(s) of a building and related eligible improvements, the CITY 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 the cost of fees for architectural services pertaining to such improvements, up to a maximum amount of $4,000 per building, provided that reimbursement for landscaping materials and installation shall not exceed $5,000 per building, and provided that the total reimbursement for front, rear or side entrances and related eligible improvements and architectural services shall not exceed ten thousand dollars ($10,000) per building.

The actual total reimbursement amounts per this Agreement shall not exceed $25,000 for façade improvements to the front, side, and rear entrance(s) of a building and related eligible improvements. Total reimbursable expenses shall not exceed $25,000. 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 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 I.

SECTION 2: No improvement work shall be undertaken until its design has been submitted to and approved by the City Council. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work and submit all requests for reimbursement to the Planning Director within six months from the date of such approval by the City Council. The OWNER/LESSEE may seek an extension of the deadline, not to exceed 12 months, for completing the work and submitting its request for reimbursement from the Planning Director, however, such request must be made in writing and submitted to the Planning Director prior to the expiration of the initial deadline to complete the work and submit the requests for reimbursement. In the event that the OWNER/LESSEE fails to comply with these requirements the CITY may terminate this Agreement and its obligation to reimburse the applicant.

SECTION 3: The Planning Director 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 Commissioner and 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 this Agreement.

SECTION 4: Upon completion of the improvements and upon their final inspection and approval by the Planning Director, the OWNER/LESSEE shall submit to the CITY 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 CITY 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, within fifteen (15) days of receipt of the 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, CITY may reimburse OWNER/LESSEE in two payments. The first reimbursement may be made only 1) upon completion of work representing 50% or more of the maximum reimbursement specified in Section 1 hereof and 2) upon receipt by CITY 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 Planning Director 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 CITY only upon submittal of all necessary documents as described herein.

SECTION 5: If the OWNER/LESSEE 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 Planning Director 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 CITY shall cease and become null and void.

SECTION 6: Upon completion of the improvement work pursuant to this Agreement and for a period often (10) 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 ten (10) 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, nor 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 Planning Director, and any additional review body designated by the Director, 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 "II" hereto, at City's request.

SECTION 7: 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 façade improvements(s), including but not limited to actions arising from the Indiana Common Construction Wage Act (Ind. Code § 5-16-7 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 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 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 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 CITY and upon the OWNER/LESSEE and its successors, to said property for a period of ten (10) 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.

SECTION 10: During the term of this Agreement During the term of this Agreement and during the term of any subsequent contract with a subcontractor performing work under this Agreement, OWNER/LESSEE shall maintain full compliance with the requirements of Indiana's Employment Eligibility Verification as set forth in **Exhibit A** to this Agreement

SECTION 11: OWNER/LESSEE shall be responsible for obtaining all necessary building permits and other approvals from the CITY prior to commencing work on the improvements. OWNER/LESSEE shall be further be responsible for complying with the applicable requirements of the Americans with Disabilities Act ("ADA") in constructing the improvements pursuant to this Agreement.

SECTION 12: As a condition precedent to participating in the CITY's Façade Improvement Program, OWNER/LESSEE may be responsible for conveying certain easement(s) and/or right-of-way to the City. In these circumstances, no OWNER/LESSEE shall be eligible for reimbursement by the CITY until such time as all easement(s) and/or rights-of-way have been conveyed to the CITY. In the event that this Section applies and the OWNER/LESSEE is requested to convey easement(s) and/or right-of-way to the CITY, documentation confirming such conveyance shall be set forth in **Exhibit B** to this Agreement.

SECTION 13: As an additional condition precedent to participating in the CITY's Façade Improvement Program OWNERS/LESSEES are required to bring all existing exterior signage into compliance with the City's ordinances. OWNER/LESSEE hereby acknowledges and agrees that it is voluntarily participating in the CITY's Façade Improvement Program and waives any and all rights to compensation from the CITY

related to its existing signage other than the reimbursement provided for by the Façade Improvement Program.

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

OWNER/LESSEE	**CITY OF VALPARAISO**
_____	_____ **Mayor**
	ATTEST:_____ **City Clerk**

EMPLOYMENT ELIGIBILITY VERIFICATION

OWNER/LESSEE affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

OWNER/LESSEE shall enroll in and verify the work eligibility status of all its newly hired employees through the Federal E-Verify program as defined in IC 22-5-1.7-3. OWNER/LESSEE is not required to participate should the Federal E-Verify program cease to exist. OWNER/LESSEE shall not knowingly employ or contract with an unauthorized alien. OWNER/LESSEE shall not retain an employee or contract with a person that OWNER/LESSEE subsequently learns is an unauthorized alien.

OWNER/LESSEE shall require its subcontractors, who perform work under this contract, to certify to CITY that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the Federal E-Verify program. OWNER/LESSEE agrees to maintain this certification throughout the duration of the term of this agreement with the CITY and during the term of any subsequent contract with a subcontractor performing work under this agreement.

The CITY may terminate for default if OWNER/LESSEE fails to cure a breach of this provision no later than thirty (30) days after being notified by the CITY.

_____	_____
Signed: _____	Signed: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Date Application Received
_____
(Office Use Only)

City of Valparaiso Façade Improvement Program

REQUEST FOR DISBURSEMENT FORM

Applicant: _____

Property Address: _____

Mailing Address: _____
_____
_____

Materials/ Services Purchased	**Vendor/Contractor**	**Invoice/Receipt Number**	**100% of Cost of Item**
Attach more sheets as necessary			
		TOTAL PROJECT COST	**$**

TOTAL AMOUNT OF REIMBURSEMENT REQUESTED: $_____

Proof of payment for the above listed items must be attached to this form. Please provide all copies of invoices and/or receipts with check number(s) or include a copy of payment check.

I hereby verify under oath and subject to the penalties of perjury that the above items have been completed in accordance with the City of Valparaiso's Façade Improvement Program and the Façade Improvement Agreement and that all contractors, sub-contractors and material suppliers have been paid in full.

_____ _____
Applicant Signature, Title Date

Project Score Sheet

All projects are to be scored by the applicant based on the project score criteria.

Eligible Improvements	Exit Doors	Painting	Shutters and Awnings	Signs	Stairs, Porches, Railings	Legal Non-Confor Sign	Wall Repair	Arch. Detail	Windows	Roofs	Walkways	Landscaping	Lighting	
Points Allowed	1	1	1	1	1/2	2	1	1	1	1/2	1/2	1/2	1	
Applicants Score														
Staff Score														
														Total Points Required /4

A minimum of 4 points are required for projects to be eligible for the Main Corridor Façade Program. The following eligible improvements are worth one point each; Exit Doors, Painting, Shutters, Awnings, Signs, Wall Repair, Windows, Architectural Detail or Ornamentation and Lighting. Stairs, Porches, Railings, Exits, Roofs, Walkways, and landscaping shall be worth ½ point each. The removal of a legal non-conforming sign shall be worth two points. Sign scoring shall be limited to a maximum of two points. The applicant shall score the project based on the criteria eligible improvements on page 3 of the façade program description. City staff will review the applicant's scores to ensure that the criteria is meet for the minimum required 4 points.