



CITY OF GARY

KAREN M. FREEMAN-WILSON
Mayor

DEPARTMENT OF PLANNING & REDEVELOPMENT
GARY REDEVELOPMENT COMMISSION
504 BROADWAY, SUITE S200
GARY, INDIANA 46402
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JOSEPH A. VAN DYK
Executive Director

City of Gary Façade Improvement Rebate Program

Program Overview: The Façade Improvement Rebate Program is designed to support local businesses and promote the continued maintenance of commercial properties. It is intended to assist property owners and commercial tenants in rehabilitating and restoring the visible exterior of existing structures, and to construct or enhance pedestrian entrances of buildings. Matching reimbursement grants will be awarded to property owners or commercial tenants in recognition of the positive impact that individual building improvements can have on the overall appearance, quality, and enjoyment of Gary business districts.

Geographic Requirement: Within ½ mile east, west, north, and/or south in distance from the downtown Gary Metro Center station, Miller South Shore station, Clark Road South Shore station, bikeshare dock, Gary Public Transportation Corporation route, or along Broadway between 4th Avenue and 53rd Avenue.

Applicant Eligibility: Applicants must be the owner of subject property; if the grant is initiated by a tenant, the property owner must still be primary party listed on the application. All applicants must be current on property taxes. Any applicant that is an LLC or corporate entity must fully disclose all principals and agents. NOTE: Projects that receive an award are eligible to reapply for additional façade grants.

Eligible Activities: Improvements eligible shall be limited to non-structural, external improvements to the building's façade, including the following:

- a) Painting and Finishing
- b) Signage
- c) Exterior lighting
- d) Window and door improvements
- e) Exterior front landscaping
- f) Outdoor furniture
- g) ADA-compliant ramps, door-widening, and sidewalk improvements

Ineligible Activities: The following activities are not eligible for the Façade Improvement Rebate

- a) Building material and refurbishment
- b) Architectural and design costs
- c) Permit fees
- d) Structural improvements
- e) Roofing improvements
- f) Routine property maintenance
- g) Any work done by non-licensed contractors

Application & Approval of Process: The City of Gary Department of Planning and Redevelopment will notify all applicants in writing whether or not they are accepted for participation. Successful applicants will be informed of the grant award and be required to sign a program agreement with the City of Gary Redevelopment Commission. The applicant must agree to the conditions of the City of Gary Façade Improvement Rebate Program and all awards are subject to completion of the proposed project as described in the application and ultimately approved by the City of Gary Redevelopment Commission.

Grant funds will not cover expenses incurred prior to grant award or any such expense outside the scope of work explicitly described in the application and signed program agreement. The City of Gary and/or City of Gary Redevelopment Commission are not responsible any additional expenses related to implementation or maintenance of any proposal or components of a proposal aside from those explicitly approved and agreed to by both parties in the program agreement.

Upon acceptance of a completed application, the Department of Planning & Redevelopment will begin a review process. The proposal will be first reviewed internally by Redevelopment commission staff to verify complete and accurate information. A review panel consisting of a representative from the City of Gary Buildings Department, Redevelopment Commission, Zoning Administrator, and a representative from Indiana Landmarks will then make a determination for approval or denial. If denied, a letter will be sent to the applicant providing recommendations to improve proposal. The applicant will then have ten (10) business days to re-submit the proposal for reconsideration. If approved, staff will make formal recommendation to the Gary Redevelopment Commission via resolution and supporting documentation. Any resolution must be passed by the Commission and Northwest Indiana Regional Development Authority designees or staff, for verification. Upon written approval from the Northwest Indiana Regional Development Authority, Redevelopment Commission staff shall notify the award recipient.

Eligible parties may pick up an application at the following city departments:

City of Gary Department of Planning & Redevelopment
504 Broadway, Suite 200
Gary, Indiana 46402
<http://garyin.us/redevelopment/>

Eligible Action: Improvements made by successful applicants will be awarded a reimbursement up to 50% of construction costs not to exceed \$25,000. Recipients utilizing Gary-based contractors, as confirmed by the City of Gary Building Department will be eligible for an additional \$20,000 reimbursement toward the initial 50% of total construction cost should not exceed \$45,000. Construction must begin within 90 days of approval, or the award shall be forfeited back to the City of Gary Redevelopment Commission.

Method of Reimbursement: Awarded applicants requesting reimbursement must submit the following documentation:

- a) Award Letter
- b) Copies of all permits
- c) List of all contractors used with documentation of an active City of Gary contractor's license
- d) All receipts related to total project cost, in addition to specific costs related to reimbursement
- e) Proof that all taxes are paid and current for the subject property
- f) Before and after photographs, with the signature of Redevelopment Commission staff verifying accuracy

Date: _____

Applicant Information:

Applicant Name: _____

Applicant Address: _____

Phone: _____

Email: _____

Business Name: _____

Business Address: _____

Property Owner Information (if different):

Property Owner: _____

Owner Address: _____

Email: _____

Business Name: _____

Business Address: _____

Landlord Acknowledgement:

I am the Landlord of the building address noted in this project application and my address, email, and phone number are noted correctly in this document. I have been informed of the applicant's intention to perform the improvements described in this application, and I hereby approve for a Façade Improvement Rebate on behalf of the tenant for the proposed improvements described in the application.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Project Information:

Award Request: _____ Applicant Match: _____

Total estimated project cost (Applicant Match + Award Request): _____

Leased Property: If applicant leases property, what is lease termination date? _____

Is there an option to renew? Yes ___ No ___ Length of Option: _____

Cover Sheet Checklist:

- ___ 1. Project Description
- ___ 2. Property deed with the legal description of property
- ___ 3. Documentation that current taxes are paid
- ___ 4. Project budget – Eligible Breakdown
- ___ 5. Two contractor quotes
- ___ 6. Current photographs of the façade
- ___ 7. Proof of valid City of Gary business license
- ___ 8. Project timeline
- ___ 9. Completed Façade Improvement Agreement
- ___ 10. \$35 non-refundable application fee made by check or money order to the Gary Redevelopment Commission

Please submit application packets to:
City of Gary Planning & Redevelopment Commission
504 Broadway, Suite 200
Gary, Indiana 46402
ssalvesen@ci.gary.in.us

Applicant agrees to all city requirements of submitting reports and certifications and/or any additional information that the City of Gary may require for the completion of the application process. Applicant understands that an incomplete application will not be reviewed and a complete submission will require forty-five (45) days to review prior to consideration of the Planning & Redevelopment Commission. Application has included ten (10) copies of the above listed information. Applicant acknowledges responsibility for all cost associated with the publication of any legal notices regarding its application. By signing below, the applicant hereby certifies that the information provided herein is correct and true to the best of his or her knowledge. (An original signature is required with each application)

Authorized Signature of Applicant

Printed Name, Title

Date

City of Gary Façade Improvement Agreement

THIS AGREEMENT, entered into this ____ day of _____, 20____, between the City of Gary Redevelopment Commission (hereinafter referred to as “CITY”) and the following designated OWNER/LESSEE, to wit:

Owner/Lessee’s Name: _____

Name of Business: _____

Tax ID/Social Security Number: _____

Address of Property to be improved:

PIN Number: _____

WITNESSETH:

WHEREAS, the City of Gary has established a Façade Improvement Rebate Program for application within the rights of the Planning & Redevelopment Commission and **WHEREAS**, said Façade Improvement Rebate Program is administered by the Commission and is funded from proceeds of the sale of former Gary Urban Enterprise Association.

WHEREAS, pursuant to the Façade Improvement Rebate Program the Commission has agreed to participate, subject to its discretion, **Section 1** (1) in reimbursing Owners/Lessees for the cost of eligible exterior improvements to commercial establishments within one-half (1/2) mile in distance from transits of the approved contracts (2) in reimbursing Owners/Lessees for 50% of the cost of the services for such façade improvements not exceeding forty-five thousand dollars (\$45,000) per façade, as defined herein, for eligible improvements to the front and/or side of a building.

WHEREAS, the OWNER/LESSEE’s property is located within the Façade Improvement Rebate Program jurisdiction, 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 of Gary and the OWNER/LESSEE do hereby agree as follows:

SECTION 1: A. With respect to façade improvements to the front and/or side of a building and related eligible improvements, the City of Gary 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, services shall not exceed forty-five thousand dollars (\$45,000) per façade as defined herein. The improvement costs that are eligible for City of Gary 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 Redevelopment Commission.

SECTION 2: 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 Redevelopment 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 Commission shall cease and become null and void.

SECTION 3: 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, 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, 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 Redevelopment 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 Commission's request.

SECTION 4: The OWNER/LESSEE releases the Commission from, and covenants and agrees that the Commission 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).) 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, 20 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 5: 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 6: This Agreement shall be binding upon the CITY 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.

CITY OF GARY
REDEVELOPMENT COMMISSION

OWNER/LESSEE

Kenya A. Jones, President

By: