



City of Angola

Office of Economic Development and Planning
210 N. Public Sq. – Angola City Hall 2nd Floor
Angola, IN 46703

(260) 665-7465
email:
adaglow@angolain.org
website:
www.angolain.org

CITY OF ANGOLA FAÇADE GRANT PROGRAM GUIDELINES

The City of Angola, Office of Economic Development and Planning will review the application process with the property owner and or tenant. Contact the Department Director and or the Community Coordinator to acquire an application packet by scheduling an appointment at (260)665-7465 and or email: adaglow@angolain.org.

The purpose of the City of Angola’s Façade Grant is to protect the architectural heritage and the existing buildings facades within the designated Downtown Historic Commercial District and the National Register of Historic Places and to improve the commercial viability through the beautification of downtown building facades.

- The program is funded by the City of Angola and will be managed and reviewed by the City of Angola, Office of Economic Development and Planning based on the Downtown Historic District’s Design Guidelines as defined by the City of Angola’s Historic Preservation Commission.
 - The City’s Historic Preservation Commission will recommend to the City Common Council the applications for the proposed work’s compatibility with the Historic District Design Guidelines.
 - The City of Angola Common Council will review the recommendation as received for final approval of the application.
 - The applicant may then proceed with improvements.
 - Upon completion of all improvement and payment by applicant to contractor, the applicant must submit documentation to the City as described in Section 8 of the Grant Agreement and the Façade Grant Program and Application Process informational sheet. The city will then process the claim for payment to the applicant.
 - If multiple applications are received in the fourth quarter, preference will be given to first-time applicants
- The program offers a maximum of \$10,000 dollars per applicant, depending on the type of improvement. All grants depend on a dollar-for-dollar match by the property owner or tenant's expenditure match. The grants are awarded on a first come first serve basis based on complete applications for review.

Applications will be accepted year-round:

(Facades, signage and awnings-new or replacement will be defined by both the City of Angola’s Unified Development Ordinance and the Historic Preservation Commission District Design Guidelines)

- Façade Improvement - A 50% reimbursement up to \$10,000 for the actual costs.
- Awnings - A 50% reimbursement up to \$7,000 of actual costs associated with addition, improvement or replacement of awnings.
- Signage - A 50% reimbursement of up to \$5,000 of actual costs associated with addition, improvement or replacement of signs.
- Roof Repairs (Project must include a front façade component). A 50% reimbursement of up to \$10,000 of actual costs.
- Architectural Assistance - A 50% reimbursement up to \$2,000 of actual architectural costs associated with Façade improvements, providing the owner utilizes the architectural plans in the Façade renovation. An accredited architect shall be retained for concept drawings, specifications and consultation to maintain the historical character of the building renovation.

Requirements for eligibility:

- Located in the designated Downtown Angola Commercial Historic District.
- Meets the City of Angola’s Unified Development Ordinance.

- Meets the Historic Preservation Commission's District Design Guidelines.
- Meets all local and state building codes and guidelines.
- The City of Angola Building Commissioner may be requested to inspect the building for structural and or fire code purposes.

CITY OF ANGOLA FAÇADE GRANT PROGRAM GUIDELINES *(continued)*

- Applicant or co-applicant must be the building owner, or tenants may qualify upon written consent of the building owner. The owner's signature must be notarized. (See included form)
- Property taxes must be current at the time of application submittal. Property owner and tenants with delinquent property taxes are disqualified from applying for the program.

Eligible projects:

As defined by the Unified Development Ordinance (UDO) and the Historic Preservation Commission (HPC) District Design Guidelines – the more restrictive rules apply.

- Facade Rehabilitation or Restoration (return the façade to its historic appearance)
 - The front, rear, and side facades are eligible.
 - Accentuate the existing features of the building through: painting, cornice restoration and replacement, cleaning or other treatment of exterior surfaces (masonry repairs).
- Repairing or replacing exterior doors, windows, decorative details, and awnings.

Non-eligible:

- Buildings located outside of the designated Downtown Angola Commercial Historic District
- Interior renovations
- Work started prior to grant application process
- Fees for permits



CITY OF ANGOLA FAÇADE GRANT PROGRAM

Façade Grant Program and Application Process:

Contact the *Department Director and or the Community Coordinator through the City of Angola, Office of Economic Development and Planning* regarding information about the Façade Grant Program and submitting a complete application at (260)665-7465 and or email: adaqglow@angolain.org.

The following items must be submitted to the *Office of Economic Development and Planning* before any application will be reviewed:

- Current photograph of the property's façade(s) proposed to be improved.
- Drawings of proposed improvements. If an architect was hired in this process, provide their drawings as submitted.
- Written description of proposed improvements, including all materials and colors.
- Supporting Data Checklist (attached).
- Preliminary estimate of costs by two different contractors for construction.
 - Provide a materials costs list for review and approval prior to payments being made.
 - All invoices and receipts shall be administered in the same manner.
- Liability and Property Insurance shall be provided by the property owner, tenant and contractor.
- Copy of the recorded property deed.

The *Office of Economic Development and Planning* will make a preliminary decision on the status of the application, if the proposed work falls within the scope of the program. The application will then be processed and forwarded to the Historic Preservation Commission and the City of Angola Common Council.

Final Approval by:

(Common Council, Office of Economic Development and Planning and Building Commissioner's office)

- Applicant(s) must submit the final contractor itemized bid, including relevant product specifications. After this bid has been submitted it will be determined if the project qualifies for final approval or should it proceed for further documentation, approval and review by the Historic Preservation Commission or City Council.
- No work for which a grant is sought should begin until authorized and a Grant Agreement is executed between the applicant and the City.
- The grantee is responsible for obtaining any necessary permits required to do the project. (permit lists will be provided but may not be limited until the scope of work is finalized)
- Permit fees are not included as part of the grant funding.
- Once construction begins, if the Grantee decides to change the project after issuance of the executed Grant Agreement, they must contact in writing the *Office of Economic Development and Planning office for authorization*.
 - Provide a detailed written description of proposed changes.
 - Changes may trigger a new review by the Historic Preservation Commission and Common Council approval.
- Any unapproved changes will void the grant.

Payments of Grant:

The City shall reimburse Owner a sum not to exceed \$10,000.00 for monies expended for the work. That sum is payable when the following terms and conditions have been fully met:

- a. Owner has fully performed all of the work described in the contract documents.
- b. Owner has expended an amount equal to or greater than the grant amount described above.
- c. Owner has completed, signed and delivered an invoice, cancelled payment check, and claim form to the City indicating total project cost.
- d. Owner has complied with the "no lien" provisions contained in Section 11 of this Agreement.

After Owner has fully performed, Payment shall be due within thirty (30) days following completion of all terms of this Contract and final inspection of same by the Owner, any relevant regulatory agencies and the City.

The City shall not be obligated to pay any sum in excess of \$10,000.00 for work performed under this Agreement.



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CITY OF ANGOLA FAÇADE GRANT PROGRAM APPLICATION

Property Address: _____

Name of Applicant: _____

Mailing Address: _____

Phone: _____ Email: _____

Business Name: _____

Federal Tax ID # _____

Your relationship to the project: Business Owner Contractor Property Owner

If not the property owner, enter the owner's name and information below.

(See Property Information and Ownership Verification Form attached)

Owner's Name: _____

Address: _____

Phone: _____ Email: _____

Has this site previously received an improvement grant from the City of Angola? Yes No

If yes, list the dollar amount & year received. \$ _____ Year: _____

Are property taxes current? Yes No

Include below a complete description of the proposed facade improvements.
Applications must include a photograph of the property in its current condition, plans drawn to scale, photographic rendering, samples of paint colors and materials to be used and the project budget.

Description of Project:

CITY OF ANGOLA FAÇADE GRANT PROGRAM APPLICATION *(continued)*

Date of proposed start: _____ Date of initial building inspection: _____

Date of proposed completion: _____

Estimated cost of improvement: \$ _____

Amount of funding requested: \$ _____

Name of Contractor and Business Name: _____

Address: _____

Phone: _____ Email: _____

I understand that local and or state permits must be obtained prior to starting the project.

I understand and have read the Façade Program Guidelines and that in order for the request of project funds to be approved I must follow the guidelines of the City of Angola, the City of Angola Common Council and reviewed by the City of Angola's Historic Preservation Commission.

Name of Applicant (Printed): _____

Applicant Signature: _____ Date: _____

Completed application and forms can be mailed, emailed or delivered to :

The City of Angola
 Office of Economic Development and Planning
 210 N Public Square
 Angola, IN 46703
 ph: 260-665-7465
 email: adaglow@angolain.org
 website: www.angolain.org

For office use:

Date passed by Angola Common Council: _____



CITY OF ANGOLA FAÇADE GRANT PROGRAM

PROPERTY INFORMATION AND OWNERSHIP VERIFICATION FORM

This form must be notarized.

GRANT PROJECT LOCATION

Address: _____ Angola, IN 46703

APPLICANT INFORMATION

Name of Applicant: _____

Address: _____

Telephone Number: (____) _____ - _____ Email Address: _____

PROPERTY OWNER NAME (if different than applicant):

Name of Owner: _____

Address: _____

Telephone Number: (____) _____ - _____ Email Address: _____

PROPERTY OWNER VERIFICATION

As the legal deeded owner of the above property, I hereby grant authorization to complete the façade and/or improvements as indicated in this application.

Printed Name of Property Owner(s)

Date

Signature of Property Owner(s)

Date



CITY OF ANGOLA FAÇADE GRANT PROGRAM

Notarization of Property Information and Ownership Verification

ADDRESS OF PROPERTY: _____

State of _____, County of _____ being duly sworn deposes and says that he/she is the owner of the property above named, that he/she has read and understood all the information contained herein and that all answers and statements contained in this form are true.

Signature of Owner

Subscribed and sworn before me this _____ day of _____, 20 _____

Resident of _____ County

Signature of Notary Public

Printed Name

My commission expires:



CITY OF ANGOLA FAÇADE GRANT AGREEMENT

Council Approved Amount _____

For office use only

WHEREAS, the undersigned are the Owners of a building or structure located within the City of Angola ("City");

WHEREAS, the City has been designated by the City of Angola Common Council as an urban area in need of economic revitalization;

WHEREAS, the City has been authorized by statute to repair, rehabilitate and otherwise enhance said property so as to improve its overall general economic climate;

WHEREAS, the Owner(s) of the below described real estate are desirous of improving the property and have applied for and have met all of the eligibility requirements established by the City of Angola Common Council.

IN CONSIDERATION THEREOF, this _____ day of _____ 20 _____, _____ ("Owner"), and the City of Angola ("City") for the mutual covenants stated herein, do pledge and agree as follows:

SECTION 1: SUBJECT PROPERTY AFFECTED

For purposes of this Agreement, "Owner" shall mean the Owner of the property hereinafter known as:

(INSERT PROPERTY ADDRESS) _____

SECTION 2: CONSIDERATION AND SCOPE

Owner shall cause improvements to the public way and City shall grant money to the Owner for said enhancement and rehabilitation activities in a sum not to exceed \$10,000.

The parties expressly agree that improvements and rehabilitation activities undertaken under the terms of this Agreement are expressly for the betterment of the City of Angola. The parties hereto further agree that any improvement or activity contemplated by this Agreement is for the improvement of public spaces and/or works.

SECTION 3: CONTRACT DOCUMENTS

The following Documents are attached hereto and hereinafter incorporated by reference:

- a. This Agreement;
- b. Copy of the Recorded Property Deed;
- c. Grant Application;
- d. Description of Work;
- e. General Conditions/Specifications;
- f. Special Instructions (if any);
- g. Contract Addenda (if any).
- h. Evidence of insurance from property owner/tenant/contractor

This Agreement, together with other documents enumerated in this Section shall comprise the entirety of the Contract between the parties. All prior documents, negotiations or correspondence are to be considered as merged fully into this document.

CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg.2)

SECTION 4: WORK TO BE PERFORMED

Owner agrees to fully perform all of the work described in the documents enumerated in Section 4 of this Agreement. Owner, upon receipt of an executed Grant Agreement from the City, shall furnish all supervision, technical knowledge, personnel, labor, materials, tools, equipment and shall perform all work required for the rehabilitation and renovation of the subject property.

SECTION 5: OWNER RESPONSIBILITIES

- a. Obtaining Quotes: Owner agrees to obtain up to two (2) quotes from qualified contractors prior to the initiation of work. Owner shall forward these quotes to the City. Owner will accept the most appropriate responsive and responsible bid. In the event Owner wishes not to proceed with any of the responsive bidders, he or she must submit in writing the reason therefore to the Department of Economic Development and Planning. The City may, in its discretion, permit Owner to select an appropriate contractor.
- b. Start date: **Owner agrees to commence work within 30 calendar days** of receipt of an executed Grant Agreement. This requirement does not apply to the Owner's hiring of an architect or engineer and applies only to Contractor's providing labor and materials for construction.
- c. Subcontracting: The Owner agrees that he/she is completely responsible for the acts or omissions of his subcontractors and of the person either directly or indirectly employed by them. **Nothing in the Contract documents shall create any contractual relationship between any contractor, subcontractor or agent of Owner, and the City of Angola.**
- d. Equal Employment and Federal Labor Standards: The Owner will not discriminate against any employee or applicant for employment because of race, creed, color, age or national origin.
- e. Permits, Fees, Engineering Studies and Registered Surveys: The Owner shall obtain and pay for all necessary permits, inspection charges and licenses for the authorization and execution of the work and labor performed. The Owner shall furnish all engineering studies and registered surveys as required and specified.
- f. Compliance with Code: The Owner shall perform all work done under the contract in a journeyman-like manner and in conformance with applicable codes, ordinances, regulations, and requirements whether or not covered by the specifications and drawings for the work as made part of the contract.
- g. Protection and Storage: The Owner shall protect the premises and public right of ways from damage. Drop cloths shall be used when required. Sidewalks and roadways shall be kept clear of materials and equipment. The premises shall be protected from weather and natural elements. (see insurance details (i))
- h. Clean Up and Clearance: The Owner shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Owner unless stated otherwise in the specifications. If lead hazard abatement is involved, clearance is required. Liability of all damages that may occur is that of the building owner/tenant.
- i. Insurance: Owner shall maintain, during the entire term of this Agreement, general liability insurance in an amount equal to \$500,000.00 or more combined single limit.
- j. Information Exchange: The Owner shall agree to submit to the City, upon request, any information concerning work performed or to be performed under this Contract.

Property Taxes: Property taxes for the building cited in the grant application must be current and proof of that status must be provided.

CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg.3)

SECTION 6: QUALIFYING IMPROVEMENTS

- a. The City shall only extend payment upon the terms and conditions set forth herein, and only for qualifying work. "Qualifying Work" shall be defined as those improvements listed within the Grant Application, made a part hereof by operation of Section 3.
- b. Owner may not use City funds for any of the following items:
 - i. Interior improvements;
 - ii. Additions to existing structures;
 - iii. Sidewalks;
 - iv. Purchase of furnishings, equipment or other personal property
 - v. Improvements completed or in progress prior to notification of approval;
 - vi. Repair or creation of features not compatible with original architecture.

SECTION 7: PERMANENCE OF IMPROVEMENTS; REMEDIES OF CITY

The parties agree that City funds used to purchase and/or otherwise finance exterior improvements to the above described real estate are considered permanent in nature and will remain with the subject property, even in the event of sale by Owner to a third-party.

Owner may not remove, dispose of or otherwise procure the absence of any fixture or improvement financed with City Funds. In the event that Owner should remove any fixture, improvement or any part thereof, The City shall have the right to receive the full amount of the grant made to Owner under the terms of this Agreement.

Nothing in this section may be construed as abrogating or altering any other remedies ascribed to the City or to the Owner by operation of this Agreement. The remedy contemplated under this section is additional to any other remedy available at law or equity.

SECTION 8: PAYMENT

The City shall reimburse Owner a sum not to exceed \$_____ for monies expended for the work. That sum is payable when the following terms and conditions have been fully met:

- a. Owner has fully performed all of the work described in the contract documents.
- b. Owner has expended an amount equal to or greater than the grant amount described above.
- c. Owner has completed, signed and delivered an invoice, cancelled payment check, and claim form to the City indicating total project cost.
- d. Owner has complied with the "no lien" provisions contained in Section 11 of this Agreement.

After Owner has fully performed, Payment shall be due within thirty (30) days following completion of all terms of this Contract and final inspection of same by the Owner, any relevant regulatory agencies and the City.

The City shall not be obligated to pay any sum in excess of \$10,000.00 for work performed under this Agreement.

SECTION 9: CONFLICT OF INTEREST

No member of the governing body of the community and no other officer, employee or agent of the community, who exercises any function or responsibilities with the planning of the project, shall not be involved with the review or approval of a project associated in this Contract; and, shall take appropriate steps to assure compliance.

CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg. 4)

SECTION 10: INDEMNIFICATION

Owner, Owner's agents and any contractor or subcontractor acting on behalf of Owner, hereby agree to indemnify, defend, and hold harmless the City of Angola from and against any and all losses, liabilities, damages, expenses, cost and fees (including, without limitation, attorney's fees and other professional fees) incurred by the City arising from Owner's breach or the acts or omissions of Owner, its employees, agents, subcontractors, invitees and representatives.

SECTION 11: NO LIENS

As material consideration for the execution of this Agreement by City, the parties hereto agree that no liens shall attach to the Project or to the Work or to any funds that may be payable under this Agreement, in any case by reason of payment or non-payment by or to Owner, or any subcontractor's mechanics, journeymen, laborers or persons performing labor upon furnishing materials equipment or machinery for the Work (collectively "waiving person"). Owner, for it and for all other waiving persons, hereby WAIVES all right to claim a lien, or to file notice of a lien, against the Project or the Work for any purpose. If any liens are filed, Owners shall at its expense, obtain the release or discharge of the lien. If Owner fails to promptly do so, City shall have all legal and equitable rights and remedies against Owner.

SECTION 12: AUTHORITY

Each person signing this Agreement in a representative capacity on behalf of Owner or City warrants and represents that

- (i) said person has the actual authority and power to sign and bind the person's respective principal to this Agreement; and
- (ii) all action necessary to authorize execution of this Agreement has been duly taken.

SECTION 13: WARRANTIES

Owner hereby warrants that the Work, including all labor materials, soil compaction and workmanship for a period of one (1) year from and after full completion of all of the work will be free of defects, irregularities and deficiencies, and shall promptly repair, at Owner's expense, all such defects, irregularities and deficiencies detected by the City, its successors or agents, within said one-year period.

SECTION 14: BREACH; REMEDIES

In the event of a breach or threatened breach of this Agreement, the City shall have the right to monetary damages, equitable relief (including without limitation, specific performance) or any other rights or remedies available at law or equity. All remedies of the City shall be cumulative and shall not be deemed exclusive.

SECTION 15: MODIFICATION; WAIVER; ENTIRE AGREEMENT

The provisions of this Agreement may not be waived, amended or modified except by the express terms of an instrument or documents written and signed by the City and the Owner.

This Agreement and its attachments constitute the entire understanding between the parties. If for any reason a provision hereof is determined by a court of competent jurisdiction to be invalid, unenforceable or illegal, said determination shall not affect the validity of all other provisions of this Agreement.

SECTION 16: ADDITIONAL COVENANTS

The rights and obligations of the parties hereunder shall inure to the benefit of and shall be binding upon, the heirs, personal representatives, successors and assigns of Owner and City, provided that this Agreement may not be assigned by Owner without the express written consent of the City.

CITY OF ANGOLA FAÇADE GRANT AGREEMENT (pg. 5)

SECTION 17: GOVERNING LAW

This Agreement shall be construed under and governed by the laws of the State of Indiana.

SECTION 18: NOTICE

All notices required to be sent from one party to another shall be sent by US Mail first-class postage prepaid or certified mail or overnight courier to the address listed below.

THE PARTIES TO THIS AGREEMENT HAVE HEREUNTO SET THEIR HANDS:

By:
Mayor, City of Angola, Indiana

Date

By:
Owner

Date

By:
Tenant

Date



FAÇADE IMPROVEMENT GRANT PROGRAM SUPPORTING DATA CHECKLIST

This checklist must be submitted as part of the application. If certain items do not apply to your specific project, please print "N/A" in the space provided. Some items requested may be subject to final approval of the application by the City of Angola Common Council.

General:

Application

- Current photograph of the property's facade to be improved. _____
- Written description of proposed improvements, including all materials and colors. _____
- Written permission from property owner (if applicable). _____
- Copy of the recorded property deed. _____
- Proof of insurance for tenant/owner/contractor _____
- Include completed IRS Form W-9 _____
- Sign Grant Agreement _____
- Proof of up-to-date taxes _____
- Date of Building Inspection _____

Signs:

- Provide a color rendering of the design chosen. _____
- Include specifications as to the size and width of the sign. _____
- Note how and where the sign will be hung on the buildings. _____
- Submit a written estimate from (up to) (2) two sign companies. _____
- Include dimensions of sign and distance from pavement. _____ (above ground)
- Obtain a Sign Permit from the Office of Economic Development and Planning. _____
(once application is approved by Common Council)

Paint:

- Provide samples of the colors. _____
- Mark what color will be body color and which will be accent colors on rendering or drawing. _____
- Note where each color will be used on rendering or drawing. _____
- Submit a written estimate from (up to) (2) two paint companies. _____

Awnings:

- Provide information about color and style of awning chosen. _____
- Note where awning will be placed on the building.
- Include dimensions of awning and distance from pavement. _____
- Submit (up to) (2) two written estimates. _____
- Obtain Improvement location Permit (ILP) from the Office of Economic Development and Planning
(once application is approved by Common Council)

Façade Alteration:

- Provide a rendering of changes, (show existing facade features and proposed changes).
* Include paint and awning colors where applicable. _____
- Submit a written estimate from (up to) (2) two contractors. _____

Architectural Assistance:

- Written proposal from an accredited architect. _____
- Provide architectural drawings if proposal includes renderings as part of grant. _____