



VILLAGE OF GLEN ELLYN
Central Business District (CBD) Construction Impact Grant Program
September 25, 2023

Purpose

The Village of Glen Ellyn has implemented a Central Business District (CBD) Construction Impact Grant Program for independently owned businesses (including independently owned franchises) located within the Village of Glen Ellyn's CBD Utility and Streetscape Project area. This is a one-time grant provided to businesses in recognition of their investment and commitment to the community and to support their future success. The Village Board reserves the sole right to amend, modify, add, or delete any part or subpart of this program.

The grant agreement and application are attached. If you have any questions or need additional information please contact Meredith Hannah, Economic Development Coordinator at 630.547.5345. The Economic Development Office is located at the Civic Center, 535 Duane Street, 2nd Floor, Glen Ellyn, IL 60137. Email completed Application and Exhibits to mhannah@glenellyn.org in pdf format or drop off a paper copy, attention Meredith Hannah. Applications must be submitted by February 1 for the previous year to be eligible.

I. ELIGIBILITY CRITERIA

A. To be eligible for the CBD Construction Impact Grant Program, an existing business must be for-profit independently owned, must provide the information listed in Section 2 of the Agreement, and have a 'bricks and mortar' presence with regular business hours in the Village's Central Business District Utility and Streetscape project area.

B. An application for a grant request may only be submitted by a commercial business owner. The business must have an approved and current Business Registration Application and Occupancy Permit on file with the Village for at least one year.

C. If applicable, the business must also be current on all Food & Beverage Taxes with the Village.

D. Applicants (Business) may only receive this grant one time through the entire course of the Village's Central Business District Utility and Streetscape Project, regardless of what Phase the business is located in.

II. ELIGIBLE EXPENSES

The following items are eligible for the program funds:

- Payroll
- Operating expenses, including utility payments during the time periods listed in Section IV.
- Lease or utility bills
- Other bills not otherwise able to be paid, exclusive of Ineligible Expenses

III. INELIGIBLE EXPENSES

The following items are *not* eligible for the program funds:

- Perishing foods
- Signage or advertising
- Construction-related capital improvements
- Past due lease, loan(s) or utility payments

IV. REVIEW CRITERIA

Every application will be evaluated based on the eligibility criteria established in Section I of the Agreement and the submitted information below. The Village will consider the following:

- a) Retail/Restaurant Local Businesses: Provide the Village with financial records, specifically including ST1 documents, and other records necessary, covering a minimum of three consecutive months, and sufficient to establish total sales for retail businesses resulted in a loss in revenue when compared to preconstruction revenues.
- b) Service Local Businesses: Provide the Village with financial records, specifically, monthly profit and loss statements.
- c) Comparable revenue from the same period as stated above during the year prior to the Construction Phase, depending on their respective phase of streetscape. Construction Impact Periods:
 - i. Phase I: March 1, 2022 – October 31, 2022
 - ii. Phase II: May 1, 2023 – October 31, 2023
 - iii. Phase III and Phase IV will be determined prior to the start of construction in that year.
- d) All applications must be submitted by February 1 of the year following the period of construction impact. Phase I and Phase II applications will be considered with the same deadline of February 1, 2024.

V. ASSISTANCE AVAILABLE

Businesses demonstrating loss in revenue year over year during the applicable construction phase, may receive a one-time only per business grant based on the following criteria:

- Revenue loss up to 19.9% is not eligible
- Revenue loss of 20-29.9% may receive \$4,500
- Revenue loss of 30% or more may receive \$6,000

VI. REVIEW PROCESS

- Applicant shall submit financial statements information from Section IV
- Village Staff will review the application and make a recommendation of approval to the Village Board
- Upon Village Board approval, check will be distributed
- Applicants should expect the review and approval process to take approximately 4-6 weeks.

Required Submittals With Application:

- a) Completed IRS Form W-9 Request for Taxpayer Identification Number and Certification;
- b) Retail/Restaurant Local Businesses: Provide the Village with financial records, specifically including ST1 documents, and other records necessary, covering a minimum of three consecutive months, and sufficient to establish total sales for retail businesses a loss in revenue when compared to preconstruction revenues.
- c) Service Local Businesses: Provide the Village with financial records, specifically, monthly profit and loss statements.
- d) Comparable revenue from the same period as stated above during the year prior to the Construction Phase, depending on their respective phase of streetscape. Construction Impact Periods:
 - Phase I: March 1, 2022 – October 31, 2022
 - Phase II: May 1, 2023 – October 31, 2023
 - Phase III and Phase IV will be determined prior to the start of construction in that year.
- e) All applications must be submitted by February 1 of the year following the period of construction impact. Phase I and Phase II applications will be considered with the same deadline of February 1, 2024.

VILLAGE OF GLEN ELLYN
CENTRAL BUSINESS DISTRICT (CBD)
CONSTRUCTION IMPACT GRANT PROGRAM AGREEMENT

THIS AGREEMENT, entered into this _____ day of __, 20 ____, (to be completed by Village Staff) between The Village of Glen Ellyn, Illinois (hereinafter referred to as the “Village”) and the following designated OWNER(s)/LESSEE(s), to wit:

(To be completed by Applicant)

Owner/Lessee Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone # _____ Email: _____

Name of Business: _____

Business Address: _____

If a corporation, any and all officers: _____

Ordinance No. 7059, passed and approved by the Village of Glen Ellyn Village Board on September 25, 2023, authorizing a Grant Program to help offset the economic hardships caused by the CBD construction in the Village of Glen Ellyn, DuPage County, Illinois, is incorporated herein as Exhibit IV and made a part of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement obtained herein, the Village and OWNER(s)/LESSEE(s) do hereby agree as follows:

SECTION ONE: GRANT AMOUNT—Village Staff and the Village Board will review the applications and award the grant in an amount based on the demonstrated need of the applicant in consideration of the number of other qualifying applicants, and the total available allotted funding for this Program, but in no event, shall the amount exceed the cap for such grant as prescribed in Section Four of this Agreement.

SECTION TWO: DOCUMENTATION REQUIREMENTS – Provide the Village financial records and other records necessary and sufficient to:

- a. Establish a loss in revenue when compared to pre-construction revenues by providing financial statements (revenues and expense) for the construction period and prior year.
- b. The Business’s financial statements for the impact year and the previous year.

Village Staff shall, upon receipt and review of the application, determine the approved grant amount. Once recommended, applicants will be notified of the award amount presented to the Village Board. Each and every document submitted by the Applicant, which the Applicant considers as proprietary or confidential, shall be stamped or labeled as such for the purposes of compliance with and fulfillment of Section Seven below. Please note, this information may still be subject to the Freedom of Information Act, see Section Seven.

SECTION THREE: FAILURE TO USE THE FUNDS FOR APPROVED EXPENSES – If the OWNER(s)/LESSEE(s) fails to apply the funds (grant) as noted in the eligibility requirements and all terms of this Agreement, the Agreement shall terminate and the financial obligation on the part of the Village shall cease and become null and void. If money has been disbursed to the applicant, misuse of funds will trigger a requirement for immediate repayment of the total grant amount, subject to legal enforcement available to the fullest extent of the law. If such collection action undertaken by the Village either by its Village Attorney or outside legal counsel, the OWNER(s)/LESSEE(s) along

with its corporate officers shall each jointly and severally be personally liable for the total grant amount plus interest and costs related to collection action including, but not limited to, attorney fees, filing fees, and any other related costs. Such personal liability shall survive the dissolution of the corporation.

SECTION FOUR: MAXIMUM GRANT AWARDS – For a qualifying Local Business as defined in Ordinance No. 7059, the amount of the grant awarded and approved by the Village Board shall not exceed:

- 1) Revenue loss up to 19.9% is not eligible
- 2) Revenue loss of 20-29.9% may receive \$4,500
- 3) Revenue loss of 30% or more may receive \$6,000

Any grant awarded must be used or expended for eligible expenses as prescribed in this Program.

SECTION FIVE: GENERAL INDEMNIFICATION – In the event that, as a result of this Agreement, or actions taken as required hereunder, the Village is made a party defendant in any litigation arising by reason of this Agreement, and development activities contemplated hereunder, the Owners agree to defend and hold harmless the Village, the President, Village Board, Officers and Agents thereof, individually and collectively, from any suits and from any claims, demands, setoff or other action including but not limited to judgments arising therefrom. The obligation of the Owners hereunder shall include and extend to payment of reasonable Attorneys' fees for the representation of the Village and its said Officers and Agents in such litigation and includes expenses, court costs and fees; it being understood that the Owners where there shall be no applicable standards provided therein, shall have the right to employ all such Attorneys to represent the Village and its Officers and Agents in such litigation, subject to the approval of the Corporate Authorities of the Village, which approval shall not be unreasonably withheld.

SECTION SIX: PERFORMANCE OF AGREEMENT – It is agreed that the Owners shall not have a right to recover a judgment for monetary damages against the Village, its employees or agents, and any Elected or Appointed Official of the Village for any breach of any of the terms of this Agreement. The Village reserves the right to maintain an action to recover damages or any sums which Owners have failed to pay pursuant to this Agreement and which have remained unpaid. Nothing in this Agreement shall be construed as conferring any property right or a cause of action to the OWNER(s)/LESSEE(s) against the Village, its employees or agents or elected or appointed officers,

for its sole discretion in awarding such grants and the amount of such grant as prescribed in this Agreement.

SECTION SEVEN: FOIA AND/OR DISCLOSURE - In the event that the Village receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), or similar law for the disclosure of "public records" as defined in 5 ILCS 140/2(c) and 140/7(2) information, the OWNER(s)/LESSEE(s) shall fully cooperate with the VILLAGE to comply with the FOIA request. In the event that Village receives a request under the Illinois FOIA for the disclosure of information that has been designated or is otherwise considered by the OWNER(s)/LESSEE(s) as confidential, trade secret or proprietary, the Village shall notify the OWNER(s)/LESSEE(s) of such request and cooperate with the OWNER(s)/LESSEE(s) in opposing such request. OWNER(s)/LESSEE(s) shall indemnify and defend the Village from and against any claims arising from the Village's opposition to disclosure of any information OWNER(s)/LESSEE(s) designates or considers as proprietary or confidential if a court or judge finds that Village is obligated to produce such information under the Illinois Freedom of Information Act.

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

OWNER(s)/LESSEE(s)

VILLAGE OF GLEN ELLYN

Program Participant

Village Manager

DATE: _____

DATE: _____

Corporate Officers:

President: _____

Officers: _____

The Village Board awards the OWNER(s)/LESSEE a grant in the amount of \$ _____
(to be completed by Village Staff) pursuant to the limitations of use prescribed in Ordinance No. 7059 and this Agreement.

GRANT APPLICATION

Date: _____

Local Business Address: _____

Store/Company Name: _____

| |
|---|
| Applicant Name: _____ |
| Applicant Business Address: _____ |
| Applicant Business Phone: _____ Home Phone: _____ |

Total Anticipated Grant Request: \$_____

I hereby make application to the Village of Glen Ellyn for a Small Business Streetscape Construction Impact Grant Program in the anticipated grant amount of \$_____. I understand that my application must be approved by the Review Committee, that it must conform to the requirements established in the Application and may not be the maximum amount requested pending a decision by the Village of Glen Ellyn Review Committee. I have read a copy of the Small Business Streetscape Construction Impact Grant Program Agreement. If approved, I understand that all financial payments utilizing the grant dollars are subject to the provisions of the Agreement.

Applicant Signature

Date

For any grant awarded, please make a check payable to:

Name/Business: _____

Address: _____

SS# or Tax ID# _____