



NEIGHBORHOOD SIGNAGE GRANT PROGRAM

Village of Romeoville
1050 West Romeo Road
Romeoville, IL 60446
(815) 886-7200
www.romeoville.org





ELIGIBILITY

- There must be at least 100 homes constructed and currently existing within the subjects property.
- Applicant must be the property owner.
- Concept Plan Rendering with proposed entrance signage depicting the height and size of said signage (with location map thereof depicting the location of the proposed sign and showing surrounding streets and lots/tracts of property) must be submitted.
- All applications shall be submitted by March 1st. One grant will be awarded to each subdivision based on application approval and budget constraints. If funds are available after all applications have been awarded applications for a second location within the same subdivision will be considered. Any sign receiving a grant will not be eligible for another grant at that same location for seven years.

ADDITIONAL INFORMATION

The Neighborhood Grant Program is designed to enhance and increase the identity to entranceways throughout the community.

For more information or to recive a copy of the ordinace please visit our website at www.romeoville.org or contact Dawn Caldwell at (815) 886-7200 ext 418.

SIGN EXAMPLES



SIGN STANDARDS

- Eligible sign must be faced with real stone or real brick.
- The base of the sign must be constructed of masonry, with masonry columns on each side of the proposed sign.
- No internally illuminated signs
- Signage must be located at a major principal entrance to property.
- Signs shall be located in a landscaped area. A minimum of two square feet of landscaping area shall be required for every one square foot of sign surface area provided, but no development sign landscape shall be less than 50 square feet in area.
- The proposed signage must cost in excess of \$1,500.00.
- Maximum grant award is \$2,500.00.



NEIGHBORHOOD SIGNAGE GRANT PROGRAM APPLICATION

Contact Name _____

Contact Number _____

Subdivision _____

Property Owner _____

Amount of Request _____

Are there 100 homes existing within subdivision _____ yes _____ no

Please attach concept plan and sign estimate.

.....

For Office Use Only Sign Standards

- ☐ Eligible sign must be faced with real stone or real brick.
- ☐ The base of the sign must be constructed of masonry, with masonry columns on each side of the proposed sign.
- ☐ No internally illuminated signs.
- ☐ Signage must be located at a major principal entrance to property.
- ☐ Signs shall be located in a landscaped area. A minimum of two square feet of landscaping area shall be required for every one square foot of sign surface area provided, but no development sign landscape shall be less than 50 square feet in area.
- ☐ The proposed signage must cost in excess of \$1,500.00.
- ☐ Maximum grant award is \$2,500.00.

_____ Approved _____ Denied

Once approved property owner must enter into development agreement as attached in Exhibit A.

DEVELOPMENT AGREEMENT
(NEIGHBORHOOD SIGNAGE GRANT PROGRAM)

This **DEVELOPMENT AGREEMENT** (the "Agreement"), is made and entered into this, _____ day of _____ 2008, A.D., by and among the **VILLAGE OF ROMEOVILLE**, a home rule Illinois Municipal Corporation (hereinafter sometimes referred to as "Village" or "Romeoville"), and _____, an Illinois not for profit corporation (hereinafter referred to as "_____"). The Village and _____ may sometimes be referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, _____ is the owner of the common elements contained within that certain subdivision within the Village commonly known as - _____, as depicted graphically on Exhibit A hereto, which subdivision is sometimes hereinafter referred to as the "Subject Property"; and

WHEREAS, the membership of _____ is comprised of homeowners within the Subject Property; and

WHEREAS, the proper officers of _____ have presented concept plans for proposed new entrance signage at one or more entrances to the Subject Property to the Village, and have requested the Village to help _____ construct such signage by approving the proposed signage for _____ for an incentive under the auspices of the Village's Neighborhood Signs Grant Program; and

WHEREAS, pursuant to Article VII, Section 10, of the Constitution of the State of Illinois, which permits Units of Local Government to contract with individuals, associations or corporations in any manner not prohibited by law or by ordinance, the Village and _____ desire to enter into this Development Agreement in order to set forth

certain terms and conditions relevant to the construction and installation of such signage and the issuance of incentives to _____ therefor.

NOW THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, _____ and Village hereby agree as follows:

SECTION ONE: Neighborhood Signs Grant Program—Eligibility.

_____ acknowledges and agrees to abide by the following NGSP terms and conditions:

A. Dwelling within Subject Property; Ownership -- _____ represents that there are at least 100 homes constructed and currently existing within the Subject Property, rendering the _____ eligible to receive a grant under the Neighborhood Signs Grant Program (“NSGP”) guidelines established by the Village. _____ further represents that _____ is the owner of the location of the proposed signage.

B. Concept Plan/Rendering -- Attached hereto and incorporated herein as Exhibit B is a concept plan and/or rendering of the proposed entrance signage depicting the height and size of said signage (with location map thereof depicting the location of the proposed sign, and showing surrounding streets and lots/tracts of property) contemplated to be installed at one or more entrances to the Subject Property. _____ acknowledges that the signage depicted therein is a monument sign, and that it is aware that NSGP grant funds are only available and awarded to applicants proposing monument signs. Exhibit B also includes _____’s request for consideration for an award of funds under the NGSP, and an estimate setting forth the cost of the proposed signage. Exhibit B also contains a sight triangle diagram of the proposed sign demonstrating the compliance thereof with the sight triangle ordinance requirements of the Village.

C. Minimum Signage Design Standards – _____ acknowledges that to qualify _____’s proposed monument entrance signage as depicted in Exhibit B for an award of NGSP funds, such signage must be permitted and actually constructed in compliance with the following minimum standards, the enumeration of which shall not preclude the Village from modifying such minimum standards from time to time, or

relieve _____ of the obligation to comply with the other applicable ordinances and requirements of the Village:

1. Eligible signage must be faced with real stone or real brick. No brick or stone veneers, imitations, foam substitutes or other attempts to simulate the appearance of actual real stone or brick shall be eligible for a grant of NGSP funds. The Village reserves the right in its sole discretion to determine whether a given material proposed as signage facing constitutes real stone or real brick within the intent and spirit of the foregoing sentence.

2. The base of the sign must be constructed of masonry, with masonry columns on each sign of the proposed sign. The sign area itself shall be covered with a cap as approved by the Village.

3. Die-cut lettering or board-type signs are eligible for consideration under the NGSP. Internally illuminated signs of any type are prohibited from receiving NGSP funds.

4. Only signage proposed to be located at a major or principal entrance to the Subject Property from an adjoining arterial roadway shall be eligible for an NGSP award. Other internal signage or other directional signage within the Subject Property shall be ineligible for any such award.

5. All freestanding business or identification signs shall be located in a landscaped area separated and protected from vehicular circulation and parking areas. A minimum of two square feet of landscaping area shall be required for every one square foot of sign surface area provided, but no development sign landscape area shall be less than 50 square feet in area. Said landscape area shall be landscaped appropriately and in a manner reasonably acceptable to the Village.

6. The proposed signage must cost in excess of \$1,500.00. _____ shall provide satisfactory evidence to the Village of the cost of the proposed signage.

D. NGSP Funding Scale -- The NGSP awards funds to eligible applicants based on the actual cost of the contemplated signage. Funds are not awarded for sign projects costing \$1,500.00 or less. Proposed sign projects that are otherwise qualified and eligible costing in excess of \$1,500.00 may receive a grant award equal to fifty percent of the amount by which the actual as-built cost of the project exceeds the sum of \$1,500.00, up to a maximum award of \$2,500.00. Awards are subject to the availability of and/or prior appropriation of funds by the

Village. Only one eligible application from _____ shall be considered with respect to signage for the Subject Property in any calendar year.

SECTION TWO: Preliminary NGSP Grant Estimate; Final NGSP Award – Based upon the materials contained within this Agreement and otherwise furnished to the Village by _____, the Village has determined that, subject to _____'s compliance herewith and with the applicable ordinances of the Village and requirements of the NGSP, an estimated grant amount of _____ may be awarded upon completion of _____'s signage project as contemplated herein. The final amount of such award shall be adjusted for the actual as-built cost based upon paid invoices for the construction of such signage. The Village may deny or withhold any award for signage that does not comply with this Agreement, the NGSP requirements or applicable Village Ordinances.

SECTION THREE: General Provisions

A. Interest in Subject Property: _____ represents and warrants to the Village that _____ holds legal and/or equitable title to the Subject Property. No other entity or person currently has any ownership interest in the Subject Property or in the development as herein proposed.

B. Successors in Interest/Security for Public Improvements: This Agreement shall inure to the benefit of, and be binding upon, the successors in title of _____, its successor(s), grantee(s), lessee(s), and assign(s), and upon successor corporate authorities of the Village and successor municipalities. It is understood that this Agreement shall run with the land and as such, shall be assignable to and binding upon subsequent grantees, lessees, and successors in interest of _____ and, as such, this Agreement and all exhibits hereto shall be recorded with the Recorder of Deeds of Will County, Illinois by the Village at the sole cost and expense of the _____. _____ shall provide adequate security, as provided by law, for the construction and installation of the public improvements and utilities contained herein. Such security may consist of one or more surety bonds in an amount equal to 110% of the cost of such improvements, as determined by the Village Engineer. Village retains

the right to require additional security from any transferee of the _____ for the public improvements and park contributions contemplated hereunder.

C. _____'s Faithful Performance: It is understood and agreed by the Parties hereto that, in the event all or any portion of the Subject Property is sold or conveyed at any time during the term of this Agreement, all the obligations and responsibilities of the _____, as herein set forth shall devolve upon and be assumed by such purchaser or grantee, and the _____ shall be released from all obligations which relate to any portion of the Subject Property as may have been sold or conveyed. _____ may assign its rights to another _____, provided an assignment of that right is provided to the Village. In the event _____ defaults on all or any part of this Development Agreement, _____ shall be given a thirty (30) day period to cure said default. If _____ does not cure said default during the thirty (30) day cure period, the Village may take any and all steps necessary to address such default, including, but not limited to, instituting any necessary legal action.

D. No Waiver or Relinquishment of Right to Enforce Agreement: The failure of any party to this Development Agreement to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's rights, to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. No waiver by the Village shall be valid or binding on the Village unless it is in writing signed by the Village and only to the extent therein set forth.

E. Cumulative Remedies: Unless expressly provided otherwise herein, the rights and remedies of the parties provided for herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole and absolute discretion of either party and may be exercised as often as occasion therefore shall arise.

F. Other Ordinances, Codes, Rules, Regulations, Resolutions and Applicable Law: Nothing herein contained is intended to relieve _____ of its obligations under the ordinances, codes, rules, regulations, and/or resolutions of the Village of Romeoville, except as

expressly set forth herein. In addition, wherever this Agreement provides that a particular ordinance, code, rule, regulation or resolution is applicable, said provisions shall also automatically include any other applicable laws and any amendments thereto, except as expressly set forth in this Agreement.

G. Singular and Plural: Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

H. Section Headings and Subheadings: All section headings or other headings in this Agreement are for the general aid of the reader and shall not limit the plain meaning or applicability of any of the provisions thereunder whether covered by or relevant to such heading or not.

I. Recording: All ordinances, plats, and any other agreements and/or documents shall be recorded by the Village at the sole cost and expense of the _____.

J. Term and Date of Agreement: The term of this Agreement shall be for ten (10) years from the date of execution hereof. The date of execution of this Agreement and the date of this Agreement shall be the date on which this Agreement is signed by the Village of Romeoville. The use of the phrase, "term of this Agreement", or similar words or phrases in this Agreement, shall include any extension of this Agreement.

K. _____'s Construction Activities: The _____ agrees to defend and hold the Village harmless from any and all claims which may arise out of any construction activities on the Subject Property, except those which are conducted by the Village or the Village's employees or agents from which the Village agrees to defend and hold _____ harmless.

L. 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, arbitration or other proceeding other than litigation, arbitration or other proceeding between the _____ and the Village or litigation, arbitration or other proceeding between the Village, _____ and another municipality, _____ agrees to defend, indemnify and hold harmless the Village, its president, trustees, officers, and agents

thereof, individually and collectively, from any suits and from any claims, demands, setoffs or other actions including, but not limited to judgments arising therefrom. The obligation of _____ 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 shall include expenses, court costs and fees; it being understood that the Village shall have the right to employ all such attorneys to represent the Village and its officers and agents in such litigation. _____ shall have the right to request that the Village appeal to courts of appellate jurisdiction any judgment taken against the Village or its officers or agents in this respect, and the Village shall join in any such appeal taken by _____.

M. Public Improvements: Unless otherwise provided herein, the construction and installation of all public improvements shall conform to and be in compliance with the Village ordinances then in effect at the time of the construction and installation of the same.

N. Covenants to Run With Land: The covenants, agreements, indemnities and other terms and provisions contained in this Agreement touch and concern and shall be appurtenant to and shall run with the Subject Property and any portion thereof. Each and every person and entity that, from time to time, acquires any interest or estate in all or any portion of the Subject Property from _____ shall acquire such interest or estate subject to said covenants, agreements, indemnities and other terms and provisions and, during the period of time that he, she or it owns such interest or estate, he, she or it shall be obligated to pay and perform any and all obligations of the _____ applicable to that portion of the Subject Property in which he, she or it holds any estate or interest. Such obligations shall be continuing personal obligations of the _____ and shall constitute personal obligations of any person or entity other than the _____ who from time to time acquires title to all or any portion of the Subject Property, solely and exclusively with respect to obligations that arise, accrue or occur during the time that such person or entity holds any interest or estate in and to such portion of the Subject Property, and otherwise rather shall run with and shall constitute a burden on the Subject Property and each portion thereof. All rights under this declaration shall touch and concern the Subject Property and each portion thereof, and shall run with the title to the Subject Property and each portion thereof. Such rights shall be personal to each and every person or entity who, from time to time, may acquire title to any portion of the Subject Property,

solely and exclusively during the time that such person or entity holds any interest or estate in and to such portion of the Subject Property.

O. Actions by Parties/Right to Cure: In the event of an alleged default on all or any part of this Development Agreement, prior to and as a condition of instituting legal proceedings, the non-defaulting party shall give the defaulting party specific written notice of such default, in the manner provided herein. The alleged defaulting party shall have thirty (30) days to cure said default. If the defaulting party does not cure said default during the thirty (30) day period, the non-defaulting party may take any and all steps necessary to address such default, including, but not limited to, instituting any necessary legal action. _____ shall not have a right to recover a judgment for monetary damages against any elected or appointed official of the Village for any breach of any of the terms of this Development Agreement. The Village reserves the right to maintain an action to recover damages or any sums which _____ has agreed to pay pursuant to this Agreement and which have become due and remain unpaid. In the event the Village maintains such an action and judgment is entered in favor of the Village or the Village accepts a settlement, then the Village is entitled to repayment of its reasonable attorneys fees for prosecuting said action.

P. No Personal Liability of Corporate Authorities: The parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

Q. Notices: Notices or other writings which any party is required to or may wish to serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Village:

Village of Romeoville
13 Montrose Drive
Romeoville, IL 60446
Attention: Village Clerk

with a copy to:

Mr. Richard Vogel
2801 Black Road, 2d Floor
Joliet, IL 60435

If to the _____:

with a copy to:

or to such other address as any party may from time to time designate in a written notice to the other party.

R. Amendments: This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between _____ and the Village relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them. In the event such amendment applies only to a portion of the Subject Property, then only the owners of the portion of the Subject Property proposed to be affected by such amendment shall be required to consent to and execute such amendment.

S. Invalidity of any Provision: If any provision, clause, word or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provision, clause, word or designation contained herein.

T. Survival. The agreements contained herein shall survive the development of the Subject Property, and shall not be merged or expunged by the development of the Subject Property or any part thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute same, the day and year first above written.

Village:

Attest:

VILLAGE OF ROMEOVILLE,

An Illinois Municipal Corporation

By: _____

By: _____

Name: _____

Name: _____

Its: Village Clerk

Its: Village President

Dated: _____

Dated: _____

An Illinois not for profit corporation

By: _____

Its: _____

Dated: _____

EXHIBIT A - DEPICTION OF SUBJECT PROPERTY

EXHIBIT B—Concept Plan, Rendering, Location Map and Other Proposed Signage
Submittals