

12.40.060 Corridor Improvement agreements

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Grant Recipients shall execute a Corridor Improvement Agreement in a form satisfactory to the City. The terms of said Agreement shall include, but not limited to:

- A. The Corridor Improvement Grant shall only be used for Eligible Improvements.
 - 1. The Eligible Improvements shall exceed the minimum landscaping requirements of St. Charles Title 17 of the City Code (Zoning Ordinance) and all other provisions of the City Code. In the event that an Eligible Property is subject to a Planned Unit Development (PUD), the proposed improvements must exceed the landscaping required by the applicable PUD landscape plan.
 - 2. Only projects that include improvements considered “above and beyond” any improvements required by Title 17 of the City Code (Zoning Ordinance) are eligible for reimbursement. Landscape materials and quantities that only meet the minimum requirements of the Zoning Ordinance will not be considered for a Corridor Improvement Grant.
 - 3. In no event shall Corridor Improvement Grant funds be used for permit or other fees imposed by a governmental entity.
- B. Eligible Improvements shall be completed in strict accordance with the approved landscaping plan. Approved landscape plans shall comply with the City Code and the program description. The Director of Community Development may, at his or her discretion, approve minor revisions to said plan due to the unavailability of Landscape Materials, delayed due to weather, availability of materials or other circumstances beyond the reasonable control of Grant Recipients.
- C. Eligible Improvements shall be completed in a timely manner.
 - 1. All Eligible Improvements shall be completed within two hundred-seventy (270) calendar days of the execution of the Corridor Improvement Agreement. The City may, at its sole discretion, authorize an extension of up to two hundred-seventy (270) calendar days. In the event that the Eligible Improvements are not complete in the time provided by the Corridor Improvement Agreement (or extension thereof as the case may be) the City shall not be obligated to reimburse Grant Recipients after the date of expiration.
 - 2. Construction of the Eligible Improvements shall not commence prior to the execution of the Corridor Improvement Agreement; improvements constructed prior to the execution of said Agreement shall not be eligible for Grant funds.
- D. Disbursement procedures; reimbursement of costs.
 - 1. Upon completion of the Eligible Improvements, Grant Recipients shall submit copies of all design invoices, contractor’s statements, other invoices, proof of payment and notarized final lien waivers to the Director of Community Development. Grant funds shall not be disbursed without supporting documentation.
 - 2. Notwithstanding any other provision herein, the Director of Community Development may, at his or her discretion, authorize disbursement of Grant funds before the Eligible Improvements are completed if: (a) at least forty percent (40%) of the Eligible Improvements are constructed; and (b) design invoices, contractor’s statements, other invoices, proof of payment, and notarized final lien waivers have been submitted; and (c) the completion of the remaining Eligible Improvements are delayed due to weather, unavailability of Landscaping Materials or other circumstances beyond the reasonable control of the Grant recipients.
- E. Grant Recipients shall maintain the Eligible Improvements without alteration for five (5) years after the execution of the Corridor Improvement Agreement. A restrictive covenant limiting alterations may be required by the City Council at the time of approval of the Corridor Improvement Agreement.
- F. Grant Recipients shall expressly acknowledge that Corridor Improvement Grants may be subject to Federal, State and local taxes and as such, they have consulted with their attorney or tax advisor. Grant Recipients shall provide the City with their social security or taxpayer identification number and such other information as may be required by the City.
- G. To the fullest extent permitted by law, Grant Recipients shall agree to indemnify, defend, protect and hold harmless the City. The terms of said indemnification and hold harmless shall be set forth in the Corridor Improvement Agreement.
- H. Grant Recipients shall purchase and maintain general liability insurance naming the City as additional insured party as set forth in the Corridor Improvement Agreement.

(2019-M-18 : §2; 2013-M-39 : § 2; 2009-M-8 : § 1; 2001-M-24 : §1)