



City of Lockport Façade and Site Improvement Grant Program

Last revised 9/12/17

The City of Lockport has implemented a Grant Program for commercially zoned properties within City limits. The goal of this program is to help business owners keep the exterior of their buildings and property attractive, which in turn keeps the City of Lockport attractive. The grant is intended to encourage business owners to make necessary improvements to the facade of their building and site improvements which includes landscaping, surfacing of parking areas which are currently not paved or where gravel is present (improvement must include the installation of curb and gutter), and bringing non-conforming freestanding signs into conformance with the sign code.

Grant participants are eligible to receive reimbursement of up to a 50% of approved costs, but not exceeding \$10,000.00 in a five year time period. The application must be approved by City Council and all necessary permits obtained prior to the applicant commencing façade and/or site improvements. After the project is completed all invoices and proof of payment must be submitted and approved by the City Council prior to reimbursement.

The grant agreement and application are attached. Please complete both documents and schedule a meeting with the Planning Department. If you have any questions or need additional information please contact the Community Development Department/Planning at (815) 838-0549, option 4. The Community Development Department is located at City Hall, 222 E. 9th Street, 2nd Floor.

Thank you for your interest in our Façade and Site Improvement Grant Program. It is this type of cooperative effort between the City and our businesses that helps enhance our community and increase our pride.

CITY OF LOCKPORT GRANT AGREEMENT

THIS AGREEMENT, entered into this _____ day of __, 20__, between The City of Lockport, Illinois (hereinafter referred to as the "City") and the following designated OWNER(s)/LESSEE(s), to wit:

Owner/Lessee Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone # _____ Email: _____

Name of Business: _____

Project Address: _____

WITNESSETH

WHEREAS, A Façade Improvement Grant Program is established for commercially zoned areas in the city;

WHEREAS, The Façade Improvement Grant Program is administered by the City and is funded from General Revenues for purposes of control and prevention of blight, dilapidation and deterioration of structures in commercial areas; also including landscaping, and surfacing of parking areas which must include the installation of curb and gutter in commercial areas which are currently not paved or where gravel is present; and also for the purpose of bringing non-conforming freestanding signs into conformance with the sign code.

WHEREAS, Pursuant to said Program the City has agreed to participate, subject to its sole discretion, in sharing the cost of Façade Improvements to commercial establishments up to a maximum of one-half (1/2) of the approved contract cost of such improvement but in no event shall the total City participation exceed Ten Thousand Dollars (\$10,000.00) for construction and architectural cost. Architectural fees shall be limited to not more than One Thousand Dollars (\$1,000.00) of the reimbursement.

WHEREAS, A commercially zoned property within the City limits may be awarded funding through this program recommended by the City Planner and approved by City Council; provided its owner/lessee meets the terms and conditions of the application provided by the City, and executes the agreement contained therein.

WHEREAS, the OWNER(s)/LESSEE(s) property is located within City of Lockport commercially zoned property, and the OWNER(s)/LESSEE(s) desires to participate in the Grant Program pursuant to the terms and provisions of this Agreement.

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

SECTION ONE: COST SHARING – The City shall share in eligible improvement costs and architect fees for the OWNER(s)/LESSEE(s) property up to fifty percent (50%) of approved project costs up to a maximum amount of Ten Thousand Dollars (\$10,000.00) for construction and architectural cost. Architectural fees are not in addition to the maximum \$10,000 reimbursement, rather, it counts toward the maximum amount and shall be limited to not more than One Thousand Dollars (\$1,000.00) of the reimbursement. The actual amount per this agreement shall not exceed

\$_____for construction cost and \$_____for architect fees. The façade improvement costs which are eligible for City participation include all labor, materials, equipment and other contract items necessary for the property execution and completion of the work as designated from the design drawings approved by the City. Said design drawings and specifications are attached hereto as Exhibit V.

When submitting cost estimates, the City requires submission of at least three (3) itemized quotes. The OWNER(s)/LESSEE(s) may choose the contractor of their choice, however, the City’s cost sharing will be based off the least expensive quote.

SECTION TWO: DESIGN APPROVAL – No façade work or site improvement as specified in Exhibit V shall be undertaken until this agreement with the City is executed and the design therefore has been submitted to and approved by the Building Department, and/or if necessary Heritage and Architecture Commission. Following approval, the OWNER(s)/LESSEE(s) shall contract for the work and shall commence and complete all such work within one hundred eighty (180) days from the date of such approval.

SECTION THREE: REVIEW OF PROJECT – The Planning Department shall periodically review the progress of the contractor’s work on the improvements pursuant to this Agreement. Such

inspections shall not replace any required permit inspection by City Inspectors. All work which is not in conformance with the approved drawings and specifications shall be immediately remedied by the OWNER(s)/LESSEE(s) and deficient or improper work shall be replaced and made to comply with the approved drawings, specifications, and terms of this Agreement.

SECTION FOUR: DOCUMENTATION REQUIREMENTS – Upon completion of the improvements pursuant to this agreement and upon final inspection and approval by the Building Department, the OWNER(s)/LESSEE(s) shall submit to the City a properly executed and notarized contractor statement/bill of sale and architect fee statement (when applicable) showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment in the work. In addition, the OWNER(s)/LESSEE(s) shall submit to the City proof of payment (being copy of the cancelled check) of the contract cost pursuant to the contractor's and architect's statements.

The City shall, within thirty (30) days of receipt of the contractor's statement and proof of payment issue a check to the OWNER(s)/LESSEE(s) in payment of: one-half of the approved cost or Ten Thousand Dollars (\$10,000.00) whichever is less. In no case shall the amount paid to the OWNER(s)/LESSEE(s) exceed the amount specified in this Agreement or in the contractor's or architect's statements.

SECTION FIVE : LAND USE AND SIGNAGE CONFORMANCE. At the time of reimbursement and throughout the term of the agreement with the City the land use and signage under the control of the OWNER(s)/LESSEE(s) shall be in conformance with zoning and sign code provisions.

SECTION SIX: FAILURE TO COMPLETE WORK – If the OWNER(s)/LESSEE(s) or his contractor fail to complete the work provided for herein or is not in conformity with the plans, specifications and all terms of this Agreement, the Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void.

SECTION SEVEN: FILING OF LIEN – This grant is conditioned upon owner not selling or transferring said property or any interest in the property for proprietary gain within 3 years from the date that the grant reimbursement payment was issued. If said property is sold or transferred within the 3 year period for proprietary gain, the OWNER shall be responsible for paying back to the City the full amount of the grant. The owner shall be required to execute the attached lien as security in the event the property or any interest in the property is sold or transferred for proprietary gain with 3 years from the façade grant reimbursement payment.

SECTION EIGHT: UNRELATED IMPROVEMENTS – Nothing herein is intended to limit, restrict, or prohibit the OWNER(s)/LESSEE(s) from undertaking any other work in or about the subject premises which is unrelated to the façade improvement provided for in this Agreement.

SECTION NINE: AGREEMENT APPLICABLE TO FUTURE OWNERS – This Agreement shall be binding upon the City of Lockport and upon the OWNER(s)/LESSEE(s) and its successors, to said property for a period of five (5) years. For the purpose of calculating the five (5) year period, the date of the last City payment shall be considered the start of the five (5) year period. It shall be the responsibility of the OWNER(s)/LESSEE(s) to inform subsequent OWNER(s)/LESSEE(s) of Section 9 and Section 10 of this Agreement.

SECTION TEN: MAXIMUM GRANT AWARDS – Nothing in this Agreement shall prohibit a business or property owner from applying for more than one Grant. However, a Ten Thousand Dollar (\$10,000.00) total limitation shall apply to all Grant Awards made to a single building and/or lot within any five (5) year period. For the purpose of calculating the five (5) year period, the date of the last City payment shall be considered the start of the five (5) year period.

SECTION ELEVEN: CITY INDEMNIFICATION REGARDING CONSTRUCTION – The Owners of the subject property agree to defend and hold harmless the City from any and all claims which may arise out of said Owners' construction activities under this Agreement.

SECTION TWELVE: GENERAL INDEMNIFICATION – In the event that, as a result of this Agreement, or actions taken as required hereunder, the City 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 City, the Mayor, City Council, 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 City 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 City and its Officers and Agents in such litigation, subject to the approval of the Corporate Authorities of the City, which approval shall not be unreasonably withheld. The Owners shall have the right to appeal to courts of Appellate jurisdiction any judgment taken against the City or its Officers or Agents in this respect, and the City shall join in any such appeal taken by the Owners.

SECTION THIRTEEN: PERFORMANCE OF AGREEMENT – It is agreed that the parties hereto may in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, which shall include the right of the parties to recover a judgment for monetary damages against each other, provided, however, that the Owners shall not have a right to recover a judgment for monetary damages against any Elected or Appointed Official of the City for any breach of any of the terms of this Agreement. The City reserves the right to maintain an action to recover damages or any sums which Owners have agreed to pay pursuant to this Agreement and which have become due and remained unpaid.

SECTION FOURTEEN: EXHIBITS – It is agreed that Exhibits I through VII shall be considered part of this Agreement.

SECTION FIFTEEN: DISPLAY OF CITY FUNDING PROMOTIONAL MATERIAL – Upon request by the City all program participants shall be required to prominently display a poster identifying the property as receiving City funding. The sign will be provided by the City and shall be displayed from the date the Application is approved, to no less than thirty (30) days after final approval and reimbursement is made.

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

OWNER(S)/LESSEE(S)

CITY OF LOCKPORT

Program Participant
DATE: _____

Mayor
DATE: _____

Property Owner
DATE: _____

ATTEST: _____
City Clerk
DATE: _____

EXHIBITS

EXHIBIT I	COPY OF APPLICATION
EXHIBIT II	LIEN SIGNED & NOTARIZED
EXHIBIT III	PICTURES OF STOREFRONT OR PROPERTY
EXHIBIT IV	PROOF OF OWNERSHIP IN FORM OF DEED OR TITLE INSURANCE POLICY. IF APPLICANT IS NOT THE PROPERTY OWNER, PROVIDE A COPY OF THE EXECUTED LEASE. A COPY OF PROOF OF OWNERSHIP FROM THE BUILDING OWNER IN THE FORM OF A DEED OR TITLE INSURANCE POLICY IS ALSO REQUIRED.
EXHIBIT V	RENOVATION PLANS
EXHIBIT VI	CONTRACTOR'S ESTIMATES, INCLUDING <u>ITEMIZED COSTS</u> . A MINIMUM OF THREE QUOTES FROM DIFFERENT COMPANIES IS REQUIRED.
EXHIBIT VII	ARCHITECT'S AGREEMENT (IF APPLICABLE)

EXHIBIT I

Applicant Name: _____

File Number: _____

GRANT APPLICATION

Project Address: _____

Building Owner: _____ Year Purchased: _____

Store/Company Name: _____

Name of Tenant: _____ Lease Expiration Date: _____

Applicant Name: _____
Applicant Business Address: _____
Applicant Business Phone: _____ Home Phone: _____
Tenant: _____
Applicant(s)/Building Owner: _____

Number of Store Fronts: _____

Total Anticipated Budget: \$ _____

Total Anticipated Grant Request: \$ _____

Description of Proposed Improvements:*

*Attach elevations of proposed improvements (if available)

Applicant Name: _____

File Number: _____

I, _____, hereby make application to the City of Lockport for a Façade Improvement Grant Program in the anticipated amount of \$_____. I understand that my application must be approved by the City and that it must conform to established design guidelines, as well as, specific design recommendations of the City of Lockport. I have read a copy of the Façade Improvements Grant Program Agreement and lien provisions. If approved, I understand that all work performed is subject to development, building, permit, and agreement provisions.

Applicant Signature

Date

Building Owner

Date

Applicant Name: _____

File Number: _____

BUDGET

(anticipated)

ACTIVITY	ESTIMATED COST

Total Anticipated Grant Request \$ _____

Architect for the Project (if applicable):

Name: _____

Contact: _____ Address: _____

Phone: _____

Email: _____

Contractor for the Project:

Name: _____

Contact: _____ Address: _____

Phone: _____

Email: _____

Applicant Name: _____

File Number: _____

Upon reimbursement The City of Lockport shall make a check payable to:

Name/Business: _____

Address: _____

SS# or Tax ID# _____

EXHIBIT II

Prepared By: Sonni Choi Williams
City Attorney
City of Lockport
222 E. 9th Street
Lockport, IL 60441

Mail To: Pam Hirth
Director of CED
City of Lockport
222 E. 9th Street
Lockport, IL 60441

| _____

LIEN ON REAL ESTATE FOR CITY FAÇADE AND SITE IMPROVEMENT GRANT PROGRAM

Owner's Name: _____

Subject Property Address: _____

PIN: _____

Lien/Grant Amount: _____

Date Grant Paid to Owner: _____

Legal Description of the Subject Property is attached to this Lien as Exhibit A.

On _____, the City Council of the City of Lockport approved a Façade and Site Improvement Grant in the amount of _____ to the Owner of the Subject Property. In accordance with that program, the Owner has consented to the City of Lockport having a lien on the Subject Property in the amount of the grant under the terms and conditions set forth in the grant agreement. This lien secures that obligation to the City of Lockport. The amount received by the Owner shall be repaid to the City of Lockport by the Owner if the Owner sells or otherwise disposes of the Subject Property within three years of the payment of the grant proceeds. This lien is subject to foreclosure or collection through any other legal remedy if the underlying obligation is not paid by the Owner.

If the Subject Property is not sold by the Owner within three years of the awarding of the grant, then this lien shall automatically be extinguished without further action by the City or the recording of a release. Said lien may also be released by the City of Lockport at the request of the Owner after the three years from date of the grant award and upon the Owner's full compliance with the terms and conditions set forth in the grant agreement.

CITY OFFICIAL: _____ **TITLE:** _____

The undersigned Notary Public of Will County, Illinois, does hereby certify that _____ named above signed this document before me and that the signator knew the nature of the document that was signed and did so as a free and voluntary act on the _____ day of _____, 201__.

Notary Public

EXHIBIT III

PICTURE OF STORE FRONT OR PROPERTY