



City of Lockport
Façade and Site Improvement Grant Program
(updated February 7, 2018)

The City of Lockport has implemented a Façade and Site Improvement Grant Program for a commercially zoned building or property located within the *Target Area* as designated by the City of Lockport and identified in **Appendix A**. The goal of this program is to help business owners and tenants keep the visible exterior of their buildings, structures or site conditions attractive, which in turn keeps the City of Lockport attractive. This reimbursement grant is provided to owners or tenants in recognition of the positive impact that individual building and site improvements can have on the overall appearance, quality and vitality of the City.

Grant participants can receive a reimbursement of up to a 50% of approved costs of **eligible improvements**, but not exceeding \$10,000.00 in a five (5) 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 complete and prior to reimbursement, all invoices and proof of payment (being a copy of a cancelled check/s or a copy of a credit card receipt/s) must be submitted to the Director of Community & Economic Development or his/her designee for review and then forwarded to the City Council for final approval.

If the building or property is located within the City of Lockport Historic District Boundary or the National Register of Historic Places Historic District Boundary, a Certificate of Appropriateness (COA) must first be issued by the Heritage & Architecture Commission prior to review by the Committee of the Whole and City Council.

The grant agreement and application are attached. Please review the provisions of the grant agreement and application requirements and schedule a meeting with the Director of Community & Economic Development or his/her designee. 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, Lockport IL 60441.

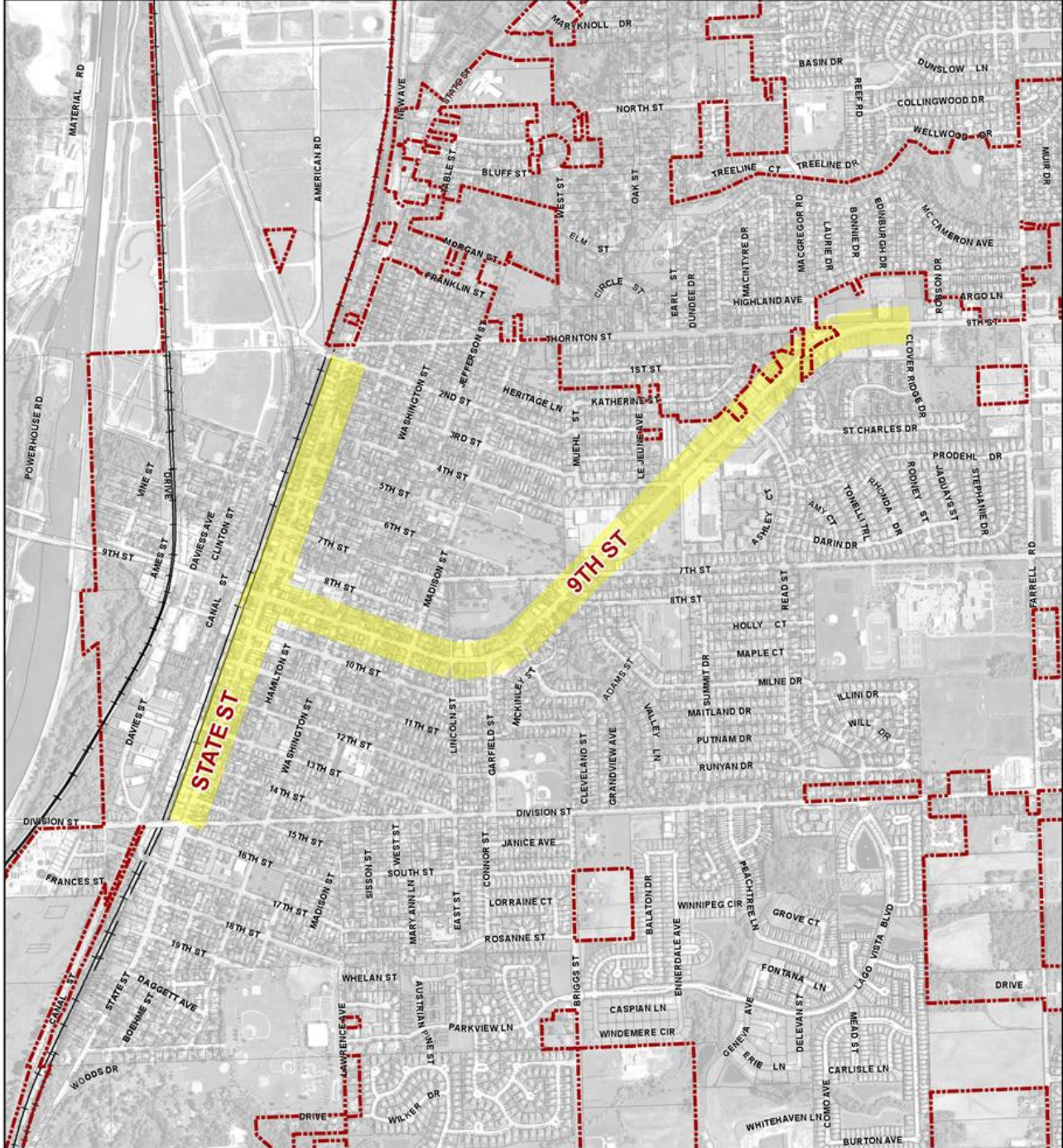
Thank you for your interest in the City of Lockport Façade and Site Improvement Grant Program.

City of Lockport

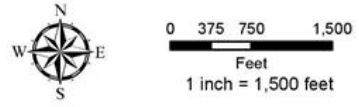
Illinois

Facade & Site Improvement Grant Program

APPENDIX A



- Legend**
- Lockport City Limits
 - Facade & Site Improvement Grants
 - Railroad



USER: mdahm DATE: 12/28/2017

I. ELIGIBILITY CRITERIA

- A. To be eligible for a Façade and Site Improvement Grant Program, an existing building or property must be used in whole or in part for commercial purposes, must be located within the Target Area, and must be properly zoned for the use/s occupying the property. The Target Area is designated by the City of Lockport as identified in **Appendix A**. Properties that are not eligible to apply for or receive grant program funds include non-commercial zoning classifications, non-commercial uses, government owned buildings, non-permanent structures and accessory structures, demolitions, any improvement acquired by lease, and new building construction. A building is considered new if it is less than five (5) years old.

To be eligible for a grant for rear entrance improvements to a building, the project must also meet all of the following criteria:

1. The building must have an existing rear entrance, or location for a new entrance that is accessible to the public from a dedicated street, alley, or other right-of-way, or from a parking lot or walkway that is owned or leased by the City, or from other property that is encumbered by an easement granting public pedestrian access (such as the I & M Canal trail); and
 2. The rear entrance to be improved must provide public access to a business or businesses within the building.
- B. An application for a grant request may be submitted by a commercial property owner, landlord, and/or commercial tenant. The landlord and/or tenant shall have written approval of consent from the property owner of record to apply for the grant funds and complete the necessary exterior improvements to the structure. Further, the tenant shall have on file with the City a (New) Business Permit Application and shall have received an Occupancy Permit.

II. ELIGIBLE IMPROVEMENTS

The following items are eligible for grant program funds:

- **Exit door (exterior)** – installation, repair and replacement of exit doors and hardware to provide public access, or where current door do not meet the building and fire codes or it will improve the overall appearance of the building.
- **Painting** – painting of the exterior surfaces of buildings, only in conjunction with exterior remodeling.
- **Tuck-pointing** – tuck-pointing of the building only if located within the Historic District and in conjunction with exterior remodeling.
- **Awnings** – repair, replacement or addition of exterior awnings.
- **Architectural Features** – restoration, repair, and re-introduction, if previously removed of significant architectural features.
- **Windows** – repair of frames, sills, glazing, and replacement of glass and installation of new windows.
- **Walls** – repair and rebuilding of exterior walls (exceptions: cleaning, sealing, tuck pointing (unless located within the Historic District), and painting).
- **Stairs, Porches, Railings, Exits** – repair and replacement or installation of exterior stairs, porches, railings and exit facilities.
- **Roofs** – upgrading, where the effects of the repair will be visible to the public from street level. (In general, sloping roofs would qualify, flat roofs would not. Repair and re-roofing is not eligible).
- **Signs** – replacement of a permanent freestanding development sign, when existing

sign is non-conforming. Signage shall be in compliance with the City's Sign Code and Commercial Design and Development Guidelines.

- **Lighting** – repair, restoration, and addition of exterior lighting for architectural enhancement and public safety.
- **Landscaping** – installation of new landscaped areas where none currently exist (shall be in compliance with the City's Landscape Ordinance and Commercial Design and Development Guidelines).
- **Dumpster Enclosures** – installation of new enclosure where one does not currently exist (a new dumpster enclosure shall be in compliance with City Code and Commercial Design and Development Guidelines).
- **Parking Areas** – surfacing of parking areas which are currently not paved or where gravel is present. Improvement must include the installation of curb and gutter. (Routine maintenance such as sealcoating and re-striping is not eligible).

III. INELIGIBLE IMPROVEMENTS

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

- Demolition and new construction.
- General building maintenance such as replacement of roof material not visible from the street, foundation repair, existing siding repair with similar materials, painting and tuck pointing (except if property is located within the Historic District).
- General parking lot maintenance including but not limited to patching holes, resurfacing/sealcoating and restriping of parking stalls.
- General site maintenance including but not limited to replacement of existing landscape/plant material, installation of new mulch, replacement of private sidewalks, repair or replacement of directional signs.

While emergency, safety-related and minor exploratory demolition may be necessary, such demolition may prohibit inclusion in this program. Improvements not specifically listed as eligible or ineligible are subject to review as to eligibility by the Director of Community & Economic Development or his/her designee who will advise the City Council. **All improvements must comply with City codes and ordinances.**

IV. REVIEW CRITERIA

Every project will be evaluated for the value of its improvement, extent/scope of work proposed, and its potential impact on the commercial corridor/area. The staff review will consider the following:

- Extent and type of the proposed improvements (structural and permanent improvements are given priority).
- General compliance with the Commercial Design and Development Guidelines established by the City Council.
- For properties located within the Historic District: The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings; and City's Historic District Preservation Plan.

**CITY OF LOCKPORT
FAÇADE AND SITE IMPROVEMENT 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 Facade and Site Improvement Grant Program is established for a commercially zoned building or property located in the Target Area as designated by the City of Lockport and identified in **Appendix A**;

WHEREAS, The Façade and Site 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 the visible exterior of buildings, structures and site conditions on commercially zoned properties within the *Target Area* as designated by the City of Lockport and identified in **Appendix A**. This reimbursement grant is provided to Owner(s)/Lessee(s) in recognition of the positive impact that individual building and site improvements can have on the overall appearance, quality and vitality of the City.

WHEREAS, Pursuant to said Program the City has agreed to participate, subject to its sole discretion, in sharing the cost of façade and site improvements to commercially zoned properties identified in **Appendix A** 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, The reimbursable maximum amount is subject to the number of applications and the availability of program funding during the fiscal period at the time of application. Overall program funding approved in any given year can be terminated by the City without notice.

WHEREAS, A commercially zoned building or property located in the *Target Area*, as designated by the City of Lockport and identified in **Appendix A**, may be awarded funding through this program as recommended by the Director of Community & Economic Development or his/her designee 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.

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 and/or site 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 or site improvement work 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. If extenuating circumstances, such as weather, may cause the delay of completion of such work, the OWNER(s)/LESSEE(s) may request an additional one hundred eighty (180)-day extension to complete all such work if such request is submitted to the Director of Community & Economic Development or his/her designee at least thirty (30) days prior to the work completion deadline.**

SECTION THREE: REVIEW OF PROJECT – The Director of Community & Economic Development or his/her designee 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 eligible improvement/s pursuant to this agreement and upon final inspection and approval by the Community Development Department and/or other applicable department or agency, 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 Director of Community & Economic Development or his/her designee **proof of payment (being copy of a cancelled check/s or a copy of a credit card receipt/s)** of the contract cost pursuant to the contractor's and architect's statements.

The Director of Community & Economic Development or his/her designee shall, upon receipt of the contractor's statement and proof of payment schedule the request for reimbursement on the next regularly scheduled City Council meeting agenda. Upon approval by the City Council, the Finance Department 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 three (3) years from the date that the grant reimbursement payment was issued. If said property is sold or transferred within the three (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 a lien, in a form provided by the City, as part of the Agreement as security in the event the property or any interest in the property is sold or transferred for proprietary gain with three (3) years from the 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 eligible improvement/s 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 property 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

Mayor

DATE: _____

DATE: _____

Property Owner

ATTEST: _____

City Clerk

DATE: _____

DATE: _____

EXHIBITS

- EXHIBIT I COPY OF APPLICATION
- EXHIBIT II LIEN SIGNED & NOTARIZED
- EXHIBIT III PICTURES OF STOREFRONT AND/OR PROPERTY
(existing conditions)
- 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
ITEMIZED COSTS. A MINIMUM OF THREE QUOTES
FROM DIFFERENT COMPANIES ARE REQUIRED.
- EXHIBIT VII ARCHITECT'S AGREEMENT (IF APPLICABLE)

EXHIBIT I

GRANT APPLICATION

Date: _____

Project Address: _____

Is property located within the Historic District? _____ (If yes, a Certificate of Appropriateness shall be approved by the Heritage & Architecture Commission)

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: _____
Zoning of Property: _____

Number of Store Fronts: _____

Total Anticipated Budget: \$ _____

Total Anticipated Grant Request: \$ _____

Proposed Improvements (check all that apply):

- | | |
|----------------------------------|--|
| _____ Windows/Exit Doors | _____ Painting (only as part of exterior remodel) |
| _____ Awnings | _____ Signage |
| _____ Stairs/Porches/Railings | _____ Walls (repair/restoration/rebuilding/tuckpointing) |
| _____ Roofs | _____ Architectural Features |
| _____ Lighting | _____ Landscaping |
| _____ Dumpster Enclosure | _____ Parking Area |
| _____ Other Eligible Improvement | |

Description of Proposed Improvements: _____

I, _____, hereby make application to the City of Lockport for a Façade and Site 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 and Site Improvement Grant Program Agreement and lien provisions. If approved, I understand that all work performed is subject to the provisions of the Grant Agreement, applicable codes and ordinances, required permitting, and inspections.

Applicant Signature

Date

Building Owner

Date

BUDGET

(anticipated)

ACTIVITY	ESTIMATED COST

Total Anticipated Grant Request \$ _____

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.

Architect for the Project (if applicable):

Name: _____
Contact: _____
Address: _____
Phone: _____
Email: _____

Contractor for the Project:

Name: _____
Contact: _____
Address: _____
Phone: _____
Email: _____

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/s of the Subject Property. In accordance with that program, the Owner/s 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/s shall be repaid to the City of Lockport by the Owner/s if the Owner/s 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/s.

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:** _____

OWNER SIGNATURE: _____ **DATE:** _____

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/S OF STORE FRONT AND/OR PROPERTY
(existing conditions)**