



## **CITY OF LOCKPORT FIRE SPRINKLER & FIRE ALARM SYSTEM INSTALLATION ASSISTANCE PROGRAM**

The City of Lockport has implemented a Fire Sprinkler & Fire Alarm System Installation Assistance Program for eligible commercially zoned buildings constructed prior to April 1, 2003 at which time the City of Lockport amended the 2000 International Building Code to mandate fire sprinklers in all buildings over 5,000 square feet in area. Upon approval of the proposed improvements, the City will consider reimbursing property owners a portion of eligible costs with the amount of reimbursement being based on the type of eligible improvement and allowable use of the building as defined in Section Eight. The goals of this program are to provide an incentive for property owners to enhance the protection of their structures and its occupants, as well as to improve the economic viability of the properties located specifically in Downtown, and along the 9<sup>th</sup> Street and North State/Archer Avenue corridors.

**Program participants are eligible to receive reimbursement of up to 50% of approved costs, but not exceeding the maximum amount allowed in Section One: Cost Sharing. Prior to commencing eligible improvements, required inspections shall be completed, the agreement/application must be approved by City Council, and all required permits and/or approvals must be obtained. After the project is completed all invoices and proof of payment as required in Section Five: Documentation Requirements for Reimbursement, must be submitted and approved by the City Council prior to reimbursement.**

An application and Program guidelines are attached. In advance of submitting your application, please schedule a pre-application meeting with representatives from the Community Development Department to discuss details of your proposed improvements. The respective Fire District representatives may also be in attendance at this meeting. Please contact Pam Hirth, Director of Community & Economic Development at (815) 838-0549 extension 1137 to schedule this meeting. The Community Development Department is located at 222 E. 9<sup>th</sup> Street, 2<sup>nd</sup> Floor.

Thank you for your interest in our Fire Sprinkler & Fire Alarm System Installation Assistance 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  
FIRE SPRINKLER & FIRE ALARM SYSTEM INSTALLATION  
ASSISTANCE PROGRAM**

**AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between The City of Lockport, Illinois (hereinafter referred to as the “City”) and the following Property Owner (s) to wit:

Owner: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone # \_\_\_\_\_ Email: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Project Address: \_\_\_\_\_

WITNESSETH

**WHEREAS**, The City has established a Fire Sprinkler & Fire Alarm System Installation Assistance Program for eligible commercially zoned building construction prior to April 1, 2003, at which time the City of Lockport amended the 2000 International Building Code to mandate fire sprinklers in all building over 5,000 square feet in area; and

**WHEREAS**, said Assistance Program is administered by the City and is funded from General Revenues for to provide an incentive for property owners to enhance the protection of their structures and its occupants, as well as to improve the economic viability of the properties in designated commercial areas; and

**WHEREAS**, pursuant to said Program the City has agreed to assist, subject to its sole discretion, with the cost for the installation of a building fire sprinkler and/or fire alarm systems as approved by the Building Department up to fifty percent (50%) of the approved contract cost of such improvement and in accordance with the City’s maximum participation schedule as outlined in Section One.

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

**SECTION ONE: COST SHARING** – The City shall assist with in the installation cost of a fire sprinkler and/or fire alarm system up to fifty percent (50%) of the approved contract cost of such improvement and up to a maximum amount not exceeding the following reimbursement schedule:

<b>Fire Alarm System Only</b>	<b>up to a maximum amount of \$5,000*</b>
<b>Fire Sprinkler System Only</b>	<b>up to a maximum amount of \$15,000*</b>
<b>Fire Sprinkler &amp; Fire Alarm System</b>	<b>up to a maximum amount of \$20,000*</b>

**\*Note:** The reimbursable maximum amount is subject to the number of applications and availability of program funding during the fiscal period at the time of application. Overall program funding approved in any given fiscal year can be terminated by the City without notice.

The costs which are eligible for City participation include all labor, materials, equipment and other contract items necessary for the proper execution and completion of the work as designated from the design drawings approved by the City.

**SECTION TWO: DESIGN APPROVAL** – No work shall be undertaken until the design has been submitted to and approved by the Building Department and respective Fire Protection District having jurisdiction over the property. Following approval, the OWNER(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 Building Department and/or respective Fire Protection District shall periodically review the progress of the contractor’s work on the improvement 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) and deficient or improper work shall be replaced and made to comply with the approved drawings, specifications, and terms of this Agreement.

**SECTION FOUR – BUILDING CODE COMPLIANCE:** As part of the agreement, the Owner(s) will permit the City to inspect the property prior to any work taking place. The purpose of the inspection is to

identify any aspects of the building which may not be in compliance with applicable building codes, electrical codes, plumbing codes, property maintenance codes, sign regulations, zoning codes and fire codes. Any items discovered that are not in compliance with the applicable code shall be corrected as part of the eligible improvement/s and shall be completed prior to reimbursement for the eligible improvement/s. All code deficiencies, except for eligible improvement/s, identified at the time of inspection shall be completed at the sole expense of the property owner.

**SECTION FIVE: DOCUMENTATION REQUIREMENTS FOR REIMBURSEMENT** –Upon completion of the improvement and upon its final inspection and approval by the Building Department and/or respective Fire Protection District, the OWNER(s) shall submit to the City a properly executed and notarized contractor statement 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) shall submit to the City proof of payment of the contract cost pursuant to the contractor’s and architect’s or engineer’s statements.

The City shall, within forty-five (45) days of receipt of the contractor’s statement and proof of payment issue a check to the OWNER(s) in amount as indicated herein.

**SECTION SIX – ADDITIONAL CITY PARTICIPATION:** In addition to providing financial assistance for the installation of a fire sprinkler and/or fire alarm system as indicated herein, the City shall also waive all requisite City inspection, plan review and permit fees, and any fees associated with purchase of new water meters as may be required. The City shall also request that the Fire Protection District agree to waive all inspection, plan review and permit fees associated with the eligible improvement/s identified in Section One, but the waiver of those fees shall be at the discretion of the Fire Protection District.

**SECTION SEVEN – PROPERTY OWNER COSTS:** In addition to assuming responsibility for costs associated with installation of the fire sprinkler & fire alarm system not covered by the City as indicated herein, the property owner shall be responsible for all costs incurred to achieve applicable code compliance as noted in Section Four above, as well as for all costs incurred as a result of having to increase the size of the water service to the building. The property owner shall also be responsible for all costs involving preparation of plans, and for assumption of all liability as may be associated with installation of a fire sprinkler & fire alarm system.

**SECTION EIGHT: ALLOWABLE USES:** Notwithstanding the zoning of the property, at time of application for the Fire Sprinkler and Fire Alarm Assistance Program and during the term of any approved agreement, only those uses that generate sales tax revenue to the City, in particular retail and specialty retail shops, eating and drinking establishments, entertainment and recreation establishments, and specialty services uses which have a retail component shall be located within the building unless otherwise approved by the City Council prior to entering into an agreement.

**SECTION NINE: FAILURE TO COMPLETE WORK** – All eligible improvement/s as approved by the City shall be completed within ninety (90) days from the date of issuance of the building permit. As this Program is funded each fiscal year (January 1<sup>st</sup> – December 31<sup>st</sup>), all reimbursement of approved eligible improvements need to occur within that same fiscal year period that the application/request was submitted, unless otherwise extended by the City Administrator. If the OWNER(s) or his contractor fail to complete the improvement work provided for 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 TEN: FILING OF LIEN** – This grant is conditioned upon owner not selling or transferring said property or any interest in the property for financial gain for three (3) years from the date that the grant reimbursement payment was issued. If property owner sells building during the first three (3) years following completion of the work, property owner shall be obligated to reimburse City in the following amounts:

	<u>Amount to be repaid</u>
Year One	100% of lien amount
Year Two	75% of lien amount
Year Three	50% of lien amount
Year Four	0% of lien amount

The Owner shall execute the attached lien as security in the event the property or any interest in the property is sold or transferred during the first three (3) years from the grant reimbursement payment. The City shall be authorized to record the lien with the Will County Recorder's Office.

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

**SECTION TWELVE: 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 THIRTEEN: 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 or claim out of this Agreement or the development activities contemplated hereunder, the Owners agree to defend and hold harmless the City and its officials and employees, 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 officials and employees in such litigation and includes expenses, court costs and fees. The Owners or its insurer shall engage licensed attorneys to represent the City and its Officers and its officials and employees in such litigation, subject to the approval of the attorneys by the City Attorney, which approval shall not be unreasonably withheld.

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

**SECTION SIXTEEN: DISPLAY OF CITY FUNDING PROMOTIONAL MATERIAL** – 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)

CITY OF LOCKPORT

\_\_\_\_\_

\_\_\_\_\_

Program Participant

Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CITY CLERK

DATE: \_\_\_\_\_

**EXHIBITS**

EXHIBIT I	PROOF OF OWNERSHIP IN FORM OF DEED OR TITLE
EXHIBIT II	INSURANCE POLICY
EXHIBIT III	COPY OF APPLICATION
EXHIBIT IV	APPROVED FIRE SPRINKLER AND/OR FIRE ALARM SYSTEM PLANS
EXHIBIT V	CONTRACTOR'S AGREEMENT
EXHIBIT VI	EXECUTED LIEN



**EXHIBIT III - APPLICATION**

Date of Application: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Building Owner: \_\_\_\_\_

Year Property Purchased: \_\_\_\_\_

Size (SF) of Building/Tenant Space: \_\_\_\_\_

Existing Tenant(s): \_\_\_\_\_

Total Anticipated Budget:           \$ \_\_\_\_\_  
**(three (3) State licensed contractors' estimates are required)**

Total Anticipated Grant Request:   \$ \_\_\_\_\_

Written Description of Proposed Improvements:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attach three (3) copies of plans of proposed improvements

I, \_\_\_\_\_, hereby make application to the City of Lockport for a Fire Sprinkler & Fire Alarm System Installation Assistance 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 Fire Sprinkler & Fire Alarm System Installation Assistance 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

Please return the completed application to:

Community Development Department  
City of Lockport  
222 E. 9<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Lockport, IL 60441

If you need assistance with the application and/or have general inquiries, please call Pam Hirth, Director of Community and Economic Development at (815) 838-0549 ext. 1137.

**Staff Use Only:**

File Number: \_\_\_\_\_

**ANTICIPATED BUDGET**

ACTIVITY	ESTIMATED COST

**Total Anticipated Assistance Request**      \$ \_\_\_\_\_

Architect or Engineer for the Project:

Company  
Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Contractor for the Project:

Company  
Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**For reimbursement purposes, City of Lockport shall make a check payable to:**

Name/Business: \_\_\_\_\_  
Address: \_\_\_\_\_  
SS# or Tax ID# \_\_\_\_\_

**EXHIBIT VI - LIEN SIGNED & NOTARIZED**

**Prepared By:** City Attorney  
City of Lockport  
222 E. 9<sup>th</sup> Street  
Lockport, IL 60441

**Mail To:** City Clerk  
City Attorney  
City of Lockport  
222 E. 9<sup>th</sup> Street  
Lockport, IL 60441

**LIEN ON REAL ESTATE**

**Owner's Name:** \_\_\_\_\_

**Subject Property Address:** \_\_\_\_\_

**PIN:** \_\_\_\_\_

**Lien/Grant Amount:** \_\_\_\_\_

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

The Owner has received a grant through the Fire Sprinkler & Alarm System Installation Assistance Program of the City of Lockport. 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 by the Owner if the Owner sells or otherwise disposes of the property during the first three (3) years of the award of the grant in accordance with the following schedule:

	<u>Amount to be repaid</u>
Year One	100% of lien amount
Year Two	75% of lien amount
Year Three	50% of lien amount
Year Four	No repayment

If the Subject Property is not sold by the Owner within three (3) years of the payment of the grant, then this lien shall automatically be extinguished without further action by the City or the recording of a release. This lien is subject to foreclosure or collection through any legal remedy if the underlying obligation is not paid by the Owner.

**CITY OFFICIAL:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**OWNER SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

The undersigned Notary Public of Will County, Illinois, does hereby certify that the person(s) named above signed this document before me and that the signator(s) knew the nature of the document that was signed and did so as a free and voluntary act on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public