

# CITY OF PETERSBURG

## Façade Improvement Grant Agreement

**This Agreement**, entered into this \_\_\_\_\_ day of \_\_\_\_\_ between the City of Petersburg, Illinois (hereinafter referred to as "CITY") and the following OWNER/LESSEE, to witness:

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

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

Lessee's Name: \_\_\_\_\_

Address of Property to be improved: \_\_\_\_\_

PIN Number(s): \_\_\_\_\_

### WITNESSETH:

**WHEREAS**, the City of Petersburg has established a Façade Improvement Program for application within the designated Façade Improvement Program Area of the Petersburg TIF District downtown area ("District"); and

**WHEREAS**, said Façade Improvement Program is administered by the CITY with the advice of the Planning Commission and is funded by the TIF fund for the purposes of controlling and preventing blight and deterioration with the District; and

**WHEREAS**, pursuant to the Façade Improvement Program, the City has agreed to participate, subject to its sole discretion, 1) in reimbursing owners/lessees for the cost of eligible exterior improvements to commercial establishments within the District up to a maximum of one-half (1/2) of the approved cost of such improvements, but no more than \$6,000, as set forth herein; and

**WHEREAS**, the OWNER/LESSEE'S property is located within the Façade Improvement Program Area, and the OWNER/LESSEE desires to participate in the Façade Improvement Program pursuant to the terms and provisions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER/LESSEE do hereby agree as follows:

## **SECTION 1**

With respect to the façade improvements to the structural elevation fronting a public roadway and related improvements, the City shall reimburse the OWNER/LESSEE for the cost of eligible improvements to the OWNER/LESSEE'S property at the rate of fifty percent (50%) of such eligible costs up to a maximum amount of \$6,000, but not more than the total TIF Eligible Redevelopment project costs verified to have been incurred, and which qualify under 65 ILCS 5/11-74.4-3 (q) (Tax Increment Allocation Redevelopment Act).

The improvement costs, which are eligible for CITY reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work as shown on the plans, design drawings, specifications, and estimates approved by the CITY. The City will not reimburse funds for the OWNER/LESSEE's time spent on the actual project. The City reserves the right to not reimburse for contractor or OWNER/LESSEE's labor or time costs. Such plans, design drawings, specifications, and estimates are attached hereto as EXHIBIT A.

## **SECTION 2**

No improvement work shall be undertaken until its design has been submitted to and approved by the CITY. Following approval, the OWNER/LESSEE shall contract for the work and shall commence within one hundred and twenty (120) days and be completed within one (1) year from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is a demonstrated hardship.

## **SECTION 3**

The City shall periodically review the progress of the contractor's work on the façade improvements pursuant to the Agreement. Such inspections shall not replace any required permit inspection by the Building Inspectors. All work which is not in conformance with the approved plans, design drawings, and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings, and specifications and the terms of this Agreement.

## **SECTION 4**

Upon completion of the improvements and upon their final inspection and approval by the City, the OWNER/LESSEE shall submit to the CITY a 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 necessary to complete the façade improvement related work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The CITY shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers, issue a check to the OWNER/LESSEE as reimbursement for one-half of the approved construction cost estimate or one-half of the actual construction cost, whichever is less, (not to exceed \$6,000), subject to the limitations set forth in Section 1 hereof.

**SECTION 5**

If the OWNER/LESSEE or the OWNER/LESSEE'S contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings, and specifications and the terms of this Agreement, then upon written notice being given by the City to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

**SECTION 6**

The OWNER/LESSEE releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the façade improvement(s),. Including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said façade improvement(s).

**SECTION 7**

Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the façade improvement provided for in this Agreement.

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

OWNER/LESSEE

CITY OF PETERSBURG

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Mayor  
The Honorable Rick Snyder