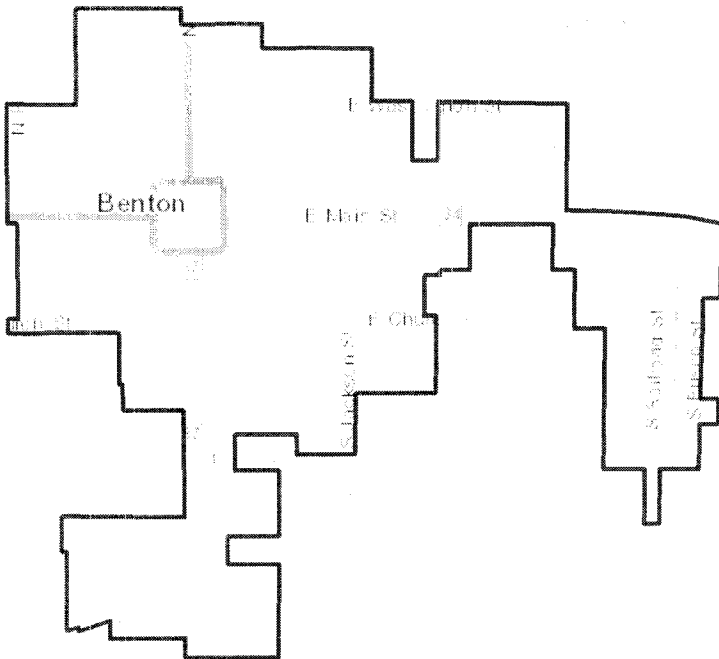


City of Benton Façade Improvement Grant Program

APPLICATION & AGREEMENT

The following includes the Façade Improvement Program Description, Grant Application, and Agreement.



City of Benton
1403 S. Main St.
Benton, IL 62818
618-439-6131

Benton Façade Improvement Grant Program

The Façade Improvement Grant Program provides financial assistance to property owners or tenants seeking to renovate or restore commercial building exteriors. This program is intended to enhance the functionality and aesthetic appeal of existing buildings in Benton, as well as achieve overall community beautification through the improvement of storefronts and individual building assets. Through this program the City hopes to make a positive statement about the Benton business climate to the community, visitors, as well as existing and potential business tenants. Grant funds are made available through the TIF fund which is administered by the City of Benton.

Goal of the Program

The goal of the program is to preserve historic façades, achieve quality façade improvement, and encourage economic investment within Benton. The City believes that by providing incentives to spur preservation, revitalization and reinvestment in structures within the core commercial corridors of the City, it will create a more attractive community as well as greatly complement the economic development goals of the City of Benton.

Grant Terms

This physical improvement grant provides funding for up to 50% of the eligible costs incurred for approved façade improvement projects. Grants under this program shall not exceed \$5,000 per building (unless otherwise approved by the City Council). (Example: A project with \$10,000 of eligible costs would be eligible for a maximum of \$5,000 in grant awards. A project with \$3,000 in eligible costs would be eligible for \$1,500 in grant awards).

Eligible Applicants and Properties

Façade grant money shall only be used for exterior repairs and renovations on commercial storefronts and façades which front on public streets, alleys or parking areas within the area of the City of Benton TIF District. Property owners or tenants of commercial property are eligible to apply. In the case where the tenant is the applicant, the permission of the property owner is required. All taxable commercial properties including mixed use buildings (commercial on 1st floor and residential above) are eligible for this program provided they are in the designated area. Residential homes and tax-exempt properties will not be considered unless special circumstances exist as determined and approved by the City Council. Properties will not be eligible if any property assessments, property taxes or other monies are owed to the City by owners of the property or the tenants are not paid to date. The applicant must obtain all necessary permits and inspections, and pay any corresponding fees. Multiple parcels or addresses may in fact be considered one project.

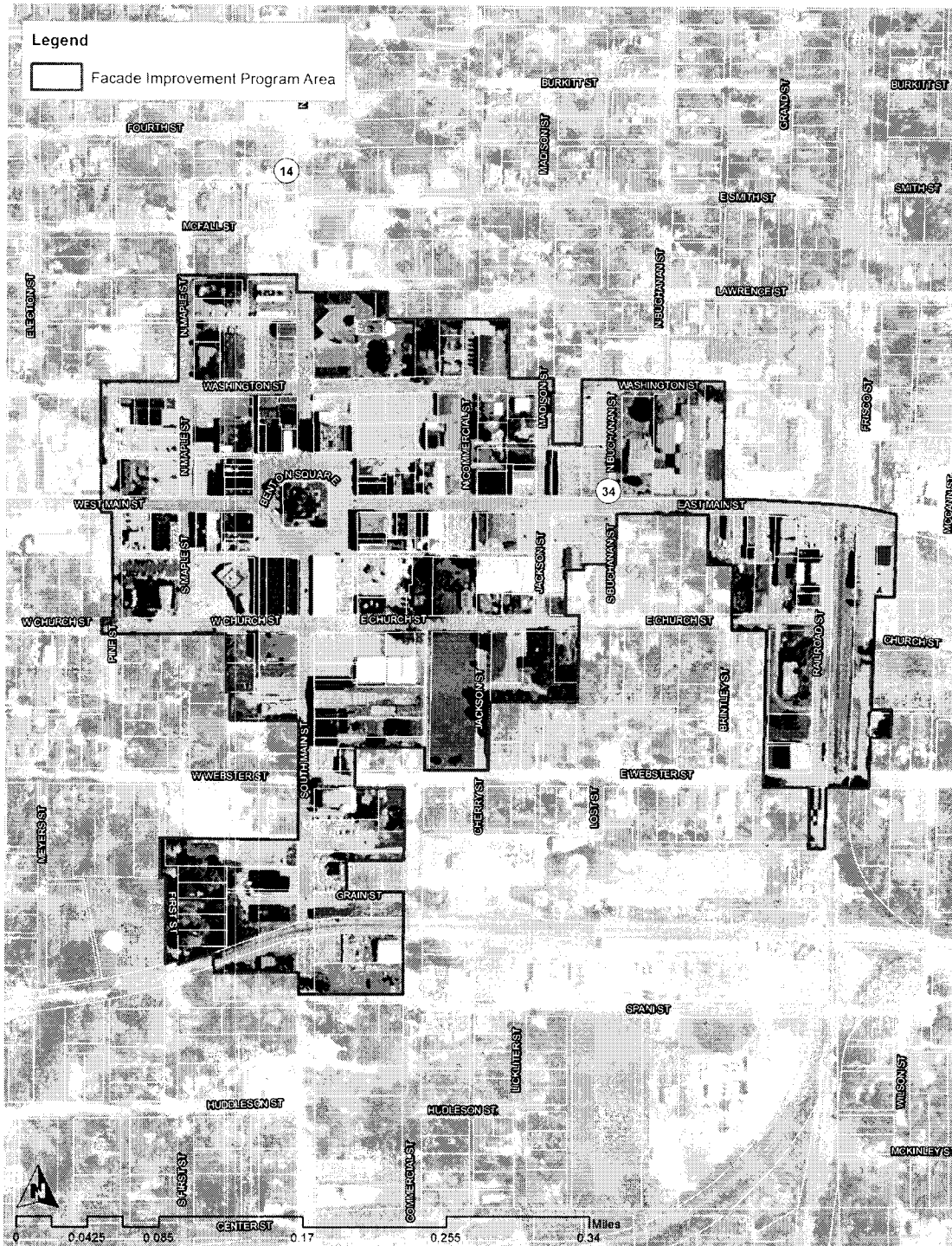
Prior to the performance of any work, an applicant must:

1. Submit a completed City of Benton Façade Improvement Application & Grant Agreement (attached).
2. Receive written approval from the City Council for grant participation.

Any costs incurred for work performed prior to receiving City Council approval for participation in the program will not be eligible for reimbursement.

In order to be eligible for the program the property must be within the designated Façade Improvement Program Area boundary, as indicated in the map below.

FAÇADE IMPROVEMENT PROGRAM AREA



The City of Benton reserves the right to determine the eligibility of all items in a project's scope of work. Eligible items include, but are not limited to:

- Façade & storefront rehabilitation or repair
- Roof repair and rehabilitation as part of visible façade elements.
- Door and window repair/replacement
- Exterior Painting
- Awning, sign, and canopy repair/replacement
- Exterior lighting repair/replacement and installation
- Tuck pointing and masonry repair
- Other items that are viewed as necessary or complimentary to the properties exterior renovation as accepted by the City of Benton in their own discretion.

(*Ineligible expenses: construction of all new buildings, purchase of property or buildings; improvements not approved by the City of Benton.)

In addition, the City of Benton reserves the right to determine the eligibility of all labor and time costs for reimbursement. The City will not reimburse funds for the applicant's time spent on the project.

Budget Allowance for 2020

The City has set aside \$40,000 for the program.

Application Submittal

To be formally considered for a grant request, an application & grant agreement must be completed and submitted to the TIF Administrator's Office located at City Hall 1403 S. Main St. PO Box 640, Benton, IL 62812. Applications can be obtained at City Hall or by calling the Administrator's Office at 618-439-6131 ext. 5.

Application Review

The City of Benton's decision to accept or approve an application will be based on available funds, the merits of the proposed project, and its alignment with the goals & objectives of the program.

Grant monies will be distributed only after a project is fully complete, all invoices, receipts and other proof of costs incurred has been submitted and reviewed, and the project has received written approval stating satisfaction with the work performed in accordance with the application and grant program agreement.

CITY OF BENTON

Façade Improvement Grant Application

This application must include all required information and attachments as indicated below.

Name of Applicant: _____ Owner: Tenant:

Address of Project Property: _____

Business Name/Description: _____

Contact Information

E-mail: _____ Phone: _____

Mailing Address: _____

Project Description

Please describe the scope of the proposed project below (include a summary of the building's current condition, areas to be improved and how, as well as any proposed materials or colors. Additional attachments accepted as may be necessary).

Estimated Project Cost: _____

Estimated Start Date: _____ Estimated Completion Date: _____

All improvements must be initiated within 4 months and completed within 1 year of grant approval date. If the applicant has not met these requirements, the City of Benton will re-evaluate the status of the project. At its discretion, the City reserves the right to cancel or extend the funding commitment.

The following items must be submitted with the Façade Grant Application:

- 1) Completed and signed Benton Façade Grant Application
- 2) Completed and signed Benton Façade Grant Agreement
- 3) Photograph of existing conditions
- 4) Any available design plans, drawings, descriptions, or other renderings of the project to be completed
- 5) Schedule for completion of the project
- 6) All available contractor bids and other project cost estimates
- 7) Preliminary estimate of cost
- 8) Building Permit Application copy, as necessary

Applicant(s) Signature _____

Building Owner's Signature _____
(if separate from applicant)

Date of application _____

CITY OF BENTON

Façade Improvement Grant Agreement

This Agreement, entered into this _____ day of _____ between the City of Benton, 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 Benton has established a Façade Improvement Program for application within the designated Façade Improvement Program Area of the Benton TIF District 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 \$_____, 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 \$_____, 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 \$_____), 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 BENTON

Fred Kondritz, Mayor