

City of Mascoutah

Façade Improvement Grant Program

TIF 2B Redevelopment Area Application and Agreement



City of Mascoutah Assistant City Manager 3 West Main Street Mascoutah, IL 62258 618-566-2964 x122



City of Mascoutah Façade Improvement Grant Program

The Façade Improvement Grant Program provides financial assistance to property owners or tenants seeking to renovate or enhance commercial building exteriors within the Tax Increment Financing (TIF) 2B Redevelopment Area. (Please refer to the TIF 2B Redevelopment Area Map on the following page. The TIF 2B Area Map is also depicted on the City's Zoning Map which is available on the City's web site, www.mascoutah.org) This program is intended to achieve community beatification through the improvement of the physical appearances of privately owned commercial buildings. Through this program, the City desires to make a positive statement about the Mascoutah business climate to property owners, residents, visitors, as well as existing and potential business tenants. Grant funds are made available through the TIF 2B District Fund which is administered by the City of Mascoutah.

Goal of the Program

The goal of the program is to preserve historic facades, achieve quality façade improvement, and encourage economic investment within the TIF 2B Redevelopment Area. The City of Mascoutah believes that by providing incentives to spur preservation, revitalization and reinvestment in structures within this redevelopment area, it will create a more attractive community as well as greatly compliment the economic development goals of the City of Mascoutah.

Program Description/Grant Terms

This physical improvement grant provides a 50-50 matching grant for facades. Grants awarded under this program shall be a minimum of \$2,500, maximum \$10,000, per building. The applicant is expected to match or exceed any awarded program funding through contribution of his or her own capital to the total project cost. (Example: If grant award is \$2,500 then applicant would also have to spend a minimum of \$2,500 for a total project cost of \$5,000) Grant monies will be distributed after a project is completed and the following documentation has been submitted:

- a) Photos showing completed work.
- b) All invoices and receipts supporting project costs and accounting records validating payment.

All improvements must be initiated within 4 months and completed within 6 months of grant approval date. If the applicant has not met these requirements, the City of Mascoutah will reevaluate the status of the project. At its discretion, the City reserves the right to cancel or extend the funding commitment.

Eligible Applicants and Properties

Façade improvement grant funds shall only be used for exterior repairs and renovations on commercial storefronts and facades which front on public streets, alleys or parking areas. 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 located within the TIF 2B Redevelopment Area are eligible for this program. Single and multi-family and tax-exempt properties are not being considered for the program at this time. Mixed-use properties will be considered, however 50% or more of a building's floor space must be devoted to commercial use to be eligible.

Properties will not be eligible if any property assessments or property taxes are not paid to date. The applicant must obtain all necessary permits and inspections, and pay any corresponding fees. Property owners receiving other financial assistance from the City of Mascoutah are ineligible for a façade improvement grant until all improvements under the initial financial assistance incentive package are completed. An applicant can apply every two years.



The City of Mascoutah 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 repair or rehabilitation
- Door and window repair/replacement
- Exterior painting
- Awnings/canopies (without signage and/or advertising)
- Exterior building or storefront lighting
- Tuck pointing and masonry repair
- ADA compliance
- Other items that are viewed as necessary or complimentary to the property's exterior renovation as accepted by the City of Mascoutah

*Ineligible expenses: roofing repairs, signage, construction of all new buildings, purchase of property or buildings, improvements not approved by the City of Mascoutah.

Annual Budget Allowance

The City Council annually budgets an allowance of TIF 2B Funds to administer the Façade Improvement Grant Program. The funds are spent on a first come, first serve basis.

Application Submittal

To be formally considered for a grant request, an application must be completed and submitted to the **Assistant City Manager located at City Hall, 3 West Main Street, Mascoutah, IL 62258**. Applications can be obtained at City Hall, the City's website www.mascoutah.org or by calling the Assistant City Manager at 618-566-2964 x122.

Application Review

The City of Mascoutah City Manager's Office decision to accept an application will be based on available funds, the merits of the proposed project, and the support it provides to the general beautification of the TIF 2B Redevelopment Area in Mascoutah.



City of Mascoutah

Façade Improvement Grant Application

Please complete this application and return it to the Assistant City Manager with the items listed on the following page. Questions may be directed to 618-566-2964, ext. 122.

Mailing Address Email Suilding address for	which grant is sought: Number(s)	Fax Federal Tax ID# Phone	
Building address for			
•		Phone	
arcel Identification	Number(s)	Phone	
vement(s) - Check	k all that apply Exterior Doors	Wall Facade Repa	
inting	Windows and Window Frames	Exterior Building or Storefront Lighting	
chitectural Features rement)	Awnings or canopies without signage/advertising	Improvements for ADA compliance	
oroposed façade ir	mprovements (please specify	<u> </u> ')	
		roposed façade improvements (please specify	

	the the scope of the proposed project be rrent condition, areas to be improved and olors).	•
The following	items must be submitted with the Facade II	mprovement Grant Application:
•	Completed and signed Mascoutah Facade	Improvement Grant
•	Application Current photographs of the property to be in	nproved (entire façade and
	details) and historical photograph (if available	le)
•	Drawings of proposed improvement. Drawing renderings, but should be to scale so that the proposed project	•
•	Color and material samples if relevant (mate	erial specifications supplied by
	manufacturer)	
•	Preliminary estimate of cost	
Improvement C	omply with the guidelines and standards of Grant Program, and I understand that this is a light to approve or deny any project or proposal of	voluntary program under which the
Applicant(s) Si	ignature	Date
Building Owne	er's Signature	Date
(if different fro		·

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City of Mascoutah

Façade Improvement Grant Application

This Agreement, entered into this	day of	, 20	between the
City of Mascoutah, Illinois (hereinafter it witness:	referred to as "CITY") and the following OW	NER/LESSEE,
Owner's Name:			-
Lessee's Name:			_
Name of Business:			_
Federal Tax ID#/Social Security#:			-
Address of Property to be Improved	d:		_
Parcel Identification Number(s):			_

WITNESSETH:

WHEREAS, the City of Mascoutah has established a Façade Improvement Grant Program for application within the City's TIF 2B Redevelopment Area ("District"); and

WHEREAS, said Façade Improvement Grant Program is administered by the City Manager's Office and is funded by the TIF 2B fund to preserve historic facades, achieve quality façade improvement, and encourage economic investment within the TIF 2B Redevelopment Area; and

WHEREAS, pursuant to the Façade Improvement Grant Program, the CITY has agreed to participate, subject to its sole discretion, 1) in reimbursing OWNER/LESSEE for the cost of eligible exterior improvements to commercial establishments within the District of one-half (1/2) of the approved contract cost of such improvements up to a maximum of \$10,000, and a minimum of \$2,500, as set forth herein; and

WHEREAS, the OWNER/LESSEE'S property is located within the TIF 2B Redevelopment Area, and the OWNER/LESSEE desires to participate in the Façade Improvement Grant 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 a structural elevation fronting or visible from a public street, alley or parking area, the CITY shall reimburse the OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE'S property at the rate of fifty percent (50%) of such costs up to a maximum amount of \$10,000, and a minimum of \$2,500.

The actual total reimbursement amount per this Agreement shall not exceed \$______ for façade improvements related to the eligible improvements. 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. 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 4 months and be completed within 6 months 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 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 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, (up to a maximum amount of \$10,000, and a minimum of \$2,500), 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

Upon completion of the improvement work pursuant to this Agreement and for a period of two (2) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of two (2) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change, or remove such improvements, or the approved design thereof, nor shall the OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided in this Agreement unless such changes are first submitted to the CITY, and any additional review body designated by the CITY, for approval.

Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement. OWNER/LESSEE shall execute and record a restrictive covenant at the CITY'S request.

SECTION 7

This Agreement shall be binding upon the CITY and upon the OWNER/LESSEE and its successors, to said property for a period of two (2) years from and after the date of completion and approval of the façade improvements provided herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(S)/LESSEE(S) of the provisions of this Agreement.

SECTION 8

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 Illinois Department of Labor ("IDOL") takes the position as a matter of its enforcement policy that the construction a Project under this Agreement is subject to the provisions of the Prevailing Wage Act. The Prevailing Wage Act requires all contractors and subcontractors performing work on the Project to comply with all requirements of the Prevailing Wage Act, including, but not limited to, the obligation to pay laborers, workers and mechanics no

less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) and to comply with all notice, record keeping and monthly filing duties. The OWNER/LESSEE agrees to assume all responsibility for compliance with the Prevailing Wage Act under this Agreement in connection with any enforcement thereof by IDOL. 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 9

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 MASCOUTAH		
	City Manager		
	City Clerk		