

DOWNTOWN FACADE IMPROVEMENT PROGRAM

FORM – A APPLICANT CERTIFICATION

As applicant(s) for participation in the City of Macomb Downtown Facade Improvement Program, I/we acknowledge the following statements:

- # To the best of my/our current knowledge, all information contained within the application is true and we hereby authorize the City of Macomb to verify any such information at its discretion
- # I/we have read and understand the Program Guidelines for the Macomb Downtown Facade Improvement Program and agree to fully abide by said guidelines
- # I/we understand that my/our property must be located within the boundaries of the City of Macomb's Historic Courthouse Square District in order to be eligible for program participation
- # I/we understand that a three-year forgivable loan will be signed with the City, dated upon first loan fund issuance, requiring prorated repayment of the City's financing injection into the project in the event of: conversion of property to a non-commercial or non tax generating use; cessation of business operations; failure to pay real estate taxes or mortgage payments; or failure to properly maintain and insure improvements made to the property
- # I/we have read and understand the Historic Rehabilitation Design Guidelines for the Macomb Downtown Facade Program and agree to, the fullest extent feasible, perform all work on our property in compliance with said guidelines during the three year forgivable loan period noted above
- # I/we understand that my/our financial share of the total project's cost must all be expended, and appropriate project progress documented, prior to the injection of any City funds into the project and that the City will not expend any additional funds beyond the amount originally authorized by the Council
- # I/we understand that the owner/applicant will be responsible for securing all required municipal permits and paying all associated fees prior to the onset of work
- # Due to a limitation on the amount of available program dollars funds, I/we understand that an eligible, completed application is not necessarily a guarantee of project funding
- # I/we understand that the owner of the property, if not the applicant, must give written approval for project participation and demonstrate that he/she is current on all taxes and mortgage payments.
- # I/we understand that the subject property must be, and remain, at least 50% commercial in terms of gross floor area usage to qualify for program participation. The property must also be subject to real estate taxes.
- # I/we understand that a sign only project is not an eligible project.
- # I/we understand that, barring the occurrence of unforeseen circumstances beyond the control of me/us as applicant accepted by the city, I/we will be obligated to 100% satisfactorily complete and pay for all work items, (within the time frame cited), as listed in the program guidelines. A retainage equal to 10% of the City's total financial participation or a minimum of \$500.00, whichever is greater, will be withheld until receipt of all final lien waivers.

Signature of Applicant

Date

Signature of Applicant

Date

DOWNTOWN FACADE IMPROVEMENT PROGRAM

FORM - B FACADE APPLICATION

1. Name of Applicant: _____
(If applicant is not owner, application must be accompanied by written consent of owner to participate in program)
2. Business Name: _____ Phone/Fax: _____
3. Street Address: _____ PIN # _____
4. Owner of Property (if different from applicant): _____
5. Owner's Address: _____ Phone #: _____
6. Phone # of Applicant/Contact Person (if different from Owner): _____
7. Is any portion of building leased? _____ If so, please provide name and address of lessee: _____

8. Is at least 50% of total building floor space utilized commercially and are real estate taxes paid? _____
9. Briefly describe the type of business operation presently housed in building: _____

10. What is approximate age of building? _____
11. Is owner of property currently participating in any other City business assistance program? _____

12. Are you aware of any historical or architectural significance associated with the building?
If yes, please explain: _____
13. Please provide a description of your proposed project stating what you intend to accomplish and how the planned work will enhance building appearance: _____

14. How soon after possible grant approval by the city could you begin your project?(maximum of 60 days from Council approval) _____
15. Once started, approximately how long would it take to complete? (maximum of 240 days from Council approval) _____
16. What is **total** estimated cost of planned eligible **exterior** work? \$ _____

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17. From what sources and in what amounts, (other than the City), will the money for this project be drawn?

Please be specific: _____

18. What is the current number of full and part-time employees? _____

Will the planned building renovation result in the creation of any new jobs? _____

If yes, how many full-time and/or part-time positions will result? _____

Applicant(s) Signature: _____ Date: _____

Applicant(s) Signature: _____ Date: _____

Owner(s) Signature: (if not applicant) _____

CITY USE ONLY

The City of Macomb Community Development Committee () recommends, () does not recommend approval to City Council.

Meeting Date: _____

Amount recommended: \$ _____ Conditions (if any): _____

City Council () approves, () does not approve facade Improvement grant award.

Date: _____ Clerk Signature: _____

Amount recommended: \$ _____ Conditions (if any): _____

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Required Attachments

- Proof of building ownership
- Written concurrence of Owner to participate in Program if Owner is not Applicant
- Minimum of two (2) qualified bids for all exterior work to be performed
- Explanation or documentation of the existence of other funding sources in appropriate amounts to complete project
- Current photographs of building showing all areas subject to improvement
- Drawings or description depicting exterior appearance of building following completion of project
- Executed Applicant/Owner Certification Form

DOWNTOWN FAÇADE IMPROVEMENT PROGRAM

FORM - C FAÇADE AGREEMENT

This Agreement is made this _____ day of _____, 201__, by and between the CITY OF MACOMB, an Illinois municipal corporation ("City") and _____ ("Recipient").

WHEREAS, Recipient is the owner of the premises with a common address of _____, Macomb, Illinois ("Premises");

WHEREAS, the City has established the Downtown Façade Improvement Program (the "Program") which provides forgivable loans for businesses to rehabilitate their store fronts; and

WHEREAS, Recipient has requested a forgivable loan pursuant to the Program in the amount of \$ _____,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The City shall provide to Recipient a forgivable loan (the "Loan") equal to the lesser of:

- (a) Two-thirds of the cost of exterior rehabilitation eligible costs;
- (b) \$20,000, (or more if specifically approved by Council)

Said Loan, minus retainage, shall be paid following presentation to the City that at least 33% of the total rehabilitation work is completed as demonstrated by Forms D and E and by physical inspection by the Building Inspector. Direct payments to contractors or reimbursements to property owners/applicants will be issued upon presentation of invoices, receipt of partial or final lien waivers and site inspection. Upon receipt of Form D and Final Waiver of Lien, Form F, retainage will also be paid. Loan start date will be the date upon which the first check is issued by the City.

2. The Recipient shall use its best efforts to cause its building exterior to be rehabilitated in accordance with the plans previously provided to the City. A copy of said plan is attached hereto as Exhibit A and incorporated herein by this reference.

3. Any of the following events shall require the Recipient to repay a portion of the Loan, the amount of such repayment to be determined as described in Paragraph 4:

- (a) The Recipient's business ceases operations within the boundaries of the City of Macomb's Downtown Tax Increment Financing District;
- (b) The Recipient's business is converted to a use in which more than fifty percent (50%) of the business' usable gross floor space is devoted to a noncommercial or non tax generating use;
- (c) The improvements are not properly maintained or repaired, following a thirty-day (30) written notice from the City to the Recipient.
- (d) Improvements are undertaken out of compliance with Historic Rehabilitation Design Guidelines or are not completed within a reasonable timeframe
- (e) Recipient or Owner become delinquent on real estate tax or mortgage payments or permit a lapse in appropriate insurance coverage

4. Upon the occurrence of any of the events described in Paragraph 3, the Recipient shall repay to the City a portion of the Loan according to the following formula:

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36 months – (months elapsed from date of first receipt of Loan funds.) Beginning Date of Agreement: _____
 ----- X Loan Amount = Amount to be repaid
 36 months

- This Agreement shall be governed by all applicable laws of the State of Illinois and the United States of America. The parties agree that McDonough County is and will be the appropriate venue for the hearing of any dispute relating to this Agreement.
- All covenants, agreements, representations and warranties of the parties contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- All notices, requests, demands and other communications to be given to any party hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses (or at such other address as shall be given in like manner by any Party to the other):

City of Macomb: Office of Building & Zoning
 City of Macomb
 232 East Jackson St
 Macomb, IL 62801
 Attn: Community Development Coordinator

Recipient: _____

- The waiver by any party of any breach of this Agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of right under this Agreement.
- This Agreement supersedes any prior agreements and undertakings among the parties and represents the complete agreement of the parties.

CITY OF MACOMB
 A municipal corporation

RECIPIENT

By: _____

By: _____

Its: _____

Its: _____

DOWNTOWN FACADE IMPROVEMENT PROGRAM

FORM - D OWNER / APPLICANT AFFIDAVIT

State of ILLINOIS)
)ss
County of McDONOUGH)

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is the owner of property and has received a City of Macomb Facade Improvement forgivable loan for the property located at _____, Illinois. That the following are names of all parties who have furnished material or labor, or both, for said work and all parties have contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications (please list all contracts with a value of \$ 700.00 or more individually and those of less than \$700.00 collectively in Miscellaneous):

SUBCONTRACTOR	JOB DESCRIPTION	TOTAL PRICE	AMOUNT PAID	BALANCE DUE
Miscellaneous				

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this _____ day of _____, 20__

Owner/Applicant

Subscribed and sworn to before me
this _____ day of _____, 20__

NOTARY PUBLIC

DOWNTOWN FACADE IMPROVEMENT PROGRAM

FORM - E CONTRACTOR'S AFFIDAVIT

State of ILLINOIS)
)ss
County of McDONOUGH)

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is _____ of the _____ (company) who is the contractor for the _____ work on the building located at _____ owned by _____

That the total amount of contract including extras is \$ _____ on which he has received payment of \$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties have contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL TO COMPLETE					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this _____ day of _____, 200__

Owner/Applicant

Subscribed and sworn to before me

this _____ day of _____, 200__

NOTARY PUBLIC

DOWNTOWN FACADE IMPROVEMENT PROGRAM

FORM - F FINAL WAIVER OF LIEN

State of ILLINOIS)
)ss
County of McDONOUGH)

Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
_____ to furnish _____

_____ for the premises known as _____

_____ of which _____
_____ is the owner.

The undersigned, for and in consideration of _____
_____ (\$ _____

_____) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises.

Given under _____
hand _____
and seal _____
this _____ day of _____, 20____.

Signature and Seal: _____

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.