

## FORM A - APPLICANT CERTIFICATION

As applicant(s) for participation in the City of Fairview Heights Lincoln Trail TIF Facade Improvement Program, I/we acknowledge with the following statements:

- to the best of my/our current knowledge, all information contained within the application is true and I/we hereby authorize the City of Fairview Heights to verify any such information at its discretion.
- I/we have read and understand the Commercial Design Standards and Program Guidelines for the Fairview Heights Lincoln Trail TIF 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 Fairview Heights' Tax Increment Financing District (TIF) Lincoln Trail, in order to be eligible for program participation.
- I/we understand that a three-year refundable grant will be signed with the City requiring prorated repayment of the City's financing injection into the project in the event of: conversion of property to a non-commercial use; cessation of business operations; failure to properly maintain improvements to the property financed in part by the City; recipient does not maintain current payments on real estate taxes; or work is undertaken which does not comply with program guidelines.
- I/we have read and understand that the Commercial Design Standards for the Fairview Heights Lincoln Trail TIF Facade Improvement Program and agree to, the fullest extent feasible, perform all work on our property in compliance with said guidelines during the three year refundable grant period noted above.
- I/we understand that I/we must pay 100% of the total project's cost and the City will reimburse for its portion of project costs following inspection and completion of the project.
- 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 must 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 floor area usage to qualify for program participation. The property must also be subject to real estate taxes.
- I/we understand that, barring the occurrence of unforeseen circumstances beyond the control of me/us as applicant, I/we will be obligated to satisfactorily complete the work items, (within the time frame cited in the agreement), as listed in the application. Failure to do so will result in forfeiture of the City's total financial participation.
- I/we understand that the Illinois Prevailing Wage Act requires all laborers, workers, and mechanics employed by contractors and subcontractors on publicly funded projects earn fair wages and benefits based on the "prevailing wage" for similar work performed in the area. The prevailing wage rate is determined by the Illinois Department of Labor. Contractors must comply with the provisions of the Illinois Prevailing Wage Act, which requires certain language pertaining to prevailing wage be inserted into subcontracts.
- I/we understand that this grant may be treated as income subject to Federal Income Tax provisions. The City of Fairview Heights is not liable for any tax implications resulting from the grant. I/we may need to consult a tax advisor for clarification.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

## FORM B - FACADE APPLICATION

1. Name of Applicant: \_\_\_\_\_
2. Business Name: \_\_\_\_\_ Phone/Fax: \_\_\_\_\_
3. Street Address: \_\_\_\_\_ PIN# \_\_\_\_\_
4. Owner of Property: \_\_\_\_\_
5. Owner's Address: \_\_\_\_\_ Phone #: \_\_\_\_\_
6. Phone # of Applicant/Contact Person: \_\_\_\_\_
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 for commercial purposes? \_\_\_\_\_
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. 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? \_\_\_\_\_
15. Once started, approximately how long would it take to complete? (normal maximum of 60-90 days)  
\_\_\_\_\_
16. What is total estimated cost of planned eligible exterior work? \$ \_\_\_\_\_  
  
From what sources and in what amounts, (other than the City), will the money for this project be drawn?  
Please be specific:  
\_\_\_\_\_  
\_\_\_\_\_
17. 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: \_\_\_\_\_

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CITY USE ONLY

Staff ( ) recommends, ( ) does not recommend approval to City Council.

Date: \_\_\_\_\_ Director: \_\_\_\_\_

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

City Council ( ) approves, ( ) does not recommend approval.

Date: \_\_\_\_\_ Clerk Signature: \_\_\_\_\_

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

Required Attachments \_\_\_\_\_

- Proof of property ownership
- Minimum of two (2) qualified bids for all exterior work to be performed
- Explanation 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 including lighting, signage, landscaping, etc., as applicable
- Executed Applicant/Owner Certification Form

## FORM C - FACADE AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF FAIRVIEW HEIGHTS, an Illinois municipal corporation ("City") and ("Recipient").

WHEREAS, Recipient is the owner of the premises with a common address of \_\_\_\_\_, permanent parcel number \_\_\_\_\_, Fairview Heights, Illinois ("Premises");

WHEREAS, the City has established the Facade Improvement Program (the "Program") which provides refundable grants for businesses to rehabilitate their commercial properties; and

WHEREAS, Recipient has requested a refundable grant 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 refundable grant (the "Grant") equal to the lesser of:
  - (a) one-half of the cost of the rehabilitation; and
  - (b) \$20,000, or more on a case-by-case basis

Said Grant shall be paid upon presentation to the City of satisfactory evidence that total rehabilitation work is completed in accordance with the City's Commercial Design Standards and Program Guidelines, the work is approved by the City inspectors and full payment by the owner to the contractor(s) is demonstrated by Forms E & F, Contractor's Affidavit and Final Waiver of Lien respectively. The "Grant Amortization Start Date" will be date on which contractor(s) has signed Forms E & F.

2. The Recipient shall cause its commercial property 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. To remain eligible for the program, Recipient shall complete improvements in accordance with approved plans within \_\_\_\_\_ days from the date of this Agreement.
3. The following events (any one of them, a "Default Event") occurring within three (3) years after the Grant Amortization Start Date shall require the Recipient to repay a portion of the Grant, the amount of such repayment to be determined as described in Paragraph 4:
  - (a) The existing occupant ceases to be a viable business and is not replaced with user acceptable to the City within 3 months;
  - (b) The property is converted to a use in which more than fifty percent (50%) of the business' usable floor space is devoted to a noncommercial use;
  - (c) The improvements are not properly maintained or repaired, following a thirty-day (30) written notice from the City to the Recipient;
  - (d) The Recipient does not maintain current payments on real estate taxes;
  - (e) Improvements are undertaken out of compliance with Program Façade Improvement Guidelines

4. Upon the occurrence of any of the Default Events described in Paragraph 3, the Recipient shall promptly repay to the City a portion of the Grant according to the following formula:

Recipient shall repay the unamortized balance of the Grant with amortization based upon a term of 3 years on a straightline basis starting on the Grant Amortization Start Date, requiring prorated repayment equal to 2.777% of total Grant for each month remaining of the 3 year term from the date the Default Event first occurred.



# FORM D - OWNER / APPLICANT AFFIDAVIT

State of ILLINOIS                    )  
   )ss  
 County of ST. CLAIR                )

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is the owner of property and to induce the City of Fairview Heights to furnish a Facade Improvement refundable grant 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 \$500.00 or more individually and those of less than \$500.00 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

## FORM E - CONTRACTORS AFFIDAVIT

State of ILLINOIS

)ss  
)

County of St. Clair

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 and that Contractor has no claims other than as expressly set forth herein.

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 \_\_\_\_\_, 20\_\_

Contractor: \_\_\_\_\_

Print Name: \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

NOTARY PUBLIC \_\_\_\_\_

# FORM F – FINAL WAIVER OF LIEN

State of ILLINOIS )

Grant#

County of ST. )ss  
CLAIR )

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.