Greater Livingston County Economic Development Council (GLCEDC) Building Improvement Grant (BIG) (8/12/10) REVISED (7/15/15) REVISED (2/17/16) REVISED (1/18/17) REVISED (6/20/18) REVISED (1/16/10)

I. INTRODUCTION

The Greater Livingston County Economic Development Council (GLCEDC) Building Improvement Grant (BIG) was established to stimulate improvements to vacant commercial, industrial, and office buildings within Livingston County. Since the inception of the program, the grant has evolved to promote capital investment and expansion of occupied commercial, industrial, and office buildings as a means of aiding the retention and expansion of existing businesses. The Grant is administered by the GLCEDC and funded by a grant from the Livingston County Board or by funds from the GLCEDC treasury.

II. OBJECTIVE

The Grant is available to both businesses and property owners, and is intended for improvements to the physical appearance and functionality of buildings. As funding sources are limited, priority will be given to projects:

- Demonstrating significant visual and/or functional improvements to a single stand-alone building or a group of contiguous spaces or buildings.
- The elimination of an obstacle currently keeping a business from occupying the structure.
- Facilitating partnerships between neighboring business and property owners.
- Permitting a new business to locate within the structure or allowing an existing business to expand.
- Increasing the level of improvement beyond what would have been possible without the Grant.
- Removing a blighting influence.
- Leveraging a match from the applicant that exceeds the match required to receive a Grant.
- Retention or creation of jobs.

III. GRANT FUNDS

Exterior improvements = 50% of eligible costs, up to \$6,250. Interior improvements = 25% of eligible costs, up to \$5,000.

Maximum Grant for a Project (exterior and interior improvements) is \$11,250.

Minimum total project cost required for a Grant is \$12,500 for exterior improvements and/or \$10,000 for interior improvements.

Funding is limited and the amount awarded for a project is at the discretion of the GLCEDC Executive Committee.

IV. ELIGIBILITY

- A. Funds should be used for exterior or interior improvements that are readily visible to the general public. Interior improvements for office buildings will generally not be permitted.
- B. The Program is available to all Livingston County commercial, industrial and office property owners; however, preference will be given to the following:
 - a. Buildings fronting State routes and highways.
 - b. Structures facing the Old Route 66.
 - c. For the purpose of attracting or retaining a business.
 - d. Space that will likely be occupied by a locally-owned business.
 - e. Projects demonstrating partnership between neighboring business and/or building owners.
 - f. Projects utilizing contractors and suppliers based in Livingston County.
- C. Funds will only be provided for projects that conform to all local zoning, permitting, and licensing requirements. All projects must be approved by the GLCEDC Executive Committee and the County Board Chair.
- D. Only work started <u>after</u> a complete application for the Grant is submitted to the GLCEDC will be eligible for a Grant. Work in progress or performed before a complete application is submitted is not eligible. Work may proceed prior to approval by the GLCEDC Executive Committee at the sole risk of the applicant.
- E. The following types of property are <u>not</u> eligible:
 - Exclusively residential buildings.
 - Tax exempt property.
 - Tax delinquent property.
 - Space used or owned by a religious group.
 - Property in litigation, mediation, condemnation, or receivership.
 - Property with outstanding orders to correct building code violations, unless these are corrected as part of the project.
- F. Projects that are eligible for exterior improvement grants from the municipality are not eligible for the BIG. However, interior improvements and exterior improvements that are not eligible in the municipal grant program are eligible to for the BIG.
- G. In accordance with the eligibility requirements noted above, the GLCEDC

Executive Committee reserves the exclusive right to determine what is or is not an eligible improvement. Following is a sample of likely eligible and ineligible improvements:

1. ELIGIBLE EXTERIOR IMPROVEMENTS

- a. Roof improvements, or those correcting a structural deficiency.
- b. Repair and/or replacement of original building material or decorative details that are deteriorated or missing.
- c. Cladding material compatible with the architecture of the building and the surrounding neighborhood.
- d. The addition of architectural details that enhance the appearance of the structure.
- e. Tuck-pointing and masonry repair.
- f. Repair, replacement, or addition of doors and windows.
- g. Signage (except for electronic box signs).
- h. Awnings (except for vinyl and metal awnings) and canopies.
- i. Accessibility improvements.
- j. Exterior lighting that enhances the architectural details of the structure.
- k. Painting

2. INELIGIBLE EXTERIOR IMPROVEMENTS

Although the following improvements will not be eligible for Grant funds, it is assumed that they could be part of the project.

- a. Cleaning.
- b. Construction of new buildings.
- c. Purchase of property and/or buildings.
- d. Permit fees, taxes, etc.
- e. Roof maintenance for occupied structures.
- f. Parking lot paving or resurfacing.

3. ELIGIBLE INTERIOR IMPROVEMENTS

- a. Floor plan changes to the space required for tenant build-out or leasable "white-box."
- b. Wall, ceiling, and flooring improvements required for tenant build-out or leasable "white-box."
- c. Plumbing, electrical, or lighting fixture improvements required for tenant build-out or leasable "white-box."

4. INELIGIBLE INTERIOR IMPROVEMENTS

Although the following improvements will not be eligible for Grant funds, it is assumed that they could be part of the project.

- a. Demolition.
- b. Cleaning.
- c. Equipment.
- d. Furnishings.

- e. Inventory.
- f. Permit fees, taxes, etc.

V. Application Process

- A. Applicant meets with GLCEDC staff to discuss the proposed project.
- B. Applicant must contact the municipality regarding regulations and permits for building alterations, awnings, and/or signage.
- C. If required, applicant must obtain local building permits.
- D. The Applicant obtains a bid from at least two licensed contractors of his or her choice (one must be located in Livingston County). The applicant is strongly encouraged to award the work to a local contractor so long as the expertise is comparable among the bidders. A statement explaining why the local bid was not accepted is required if hiring a firm not based in Livingston County.
- E. The Applicant submits an application to GLCEDC. The items submitted as part of an application must include:
 - A completed application form. (Appendix A)
 - A check payable to the GLCEDC for \$1,000.00 shall be due at the time of application for either of the foregoing grants. If applicant's request is approved and applicant is not a current member of GLCEDC then included in the application fee is an Associate Level membership in the GLCEDC for one year from the date of application. Also included is either sponsorship of a table and admission to the GLCEDC Annual Dinner or sponsorship of a foursome and attendance at the GLCEDC Annual Golf Outing. If the grant is not awarded, 75% of the application fee shall be returned to applicant and the parties shall have no further obligations.
 - A project narrative describing the current state of the building, the types of improvements to be funded by the grant, and the type of business to be located in the building or to be marketed to in order to secure a tenant.
 - A description of the type of business (if known) that will occupy the structure, including the number of employees and their pay rate.
 - A marketing plan to be implemented in order to secure a tenant or purchaser.
 - Photographs of the existing conditions.
 - Representative drawings of the proposed improvements.
 - Proposals/quotes from at least two (2) licensed contractors. One of the contractors must be located in Livingston County.
 - Any other documentation necessary to illustrate the visual impact of the project. (The documentation submitted is the property of GLCEDC and, with the exception of material samples, may not be returned to the applicant.)
- F. GLCEDC staff will determine if the application is complete and will forward to the GLCEDC Executive Committee.

- G. The GLCEDC Executive Committee reviews and approves the application.
- H. The Livingston County Board Chair and County Board Finance Committee Chair approves the application only when Livingston County Board funds are awarded.
- I. A complete Application must be submitted to GLCEDC before any work begins on the project. Once a completed Application is received by GLCEDC, work may begin on the project before the Application is considered; however, GLCEDC cannot guarantee funding until after the Application is considered by the Executive Committee.
- J. Applicant, GLCEDC Chairman, and if necessary, per the terms of this agreement, the County Board Finance Committee Chair, and County Board Chair execute the attached "Agreement" (Appendix B) with GLCEDC.
- K. Applicant agrees to take all practical measures to complete work within six moths of the GLCEDC approving the grant.

VI. AWARD DISBURSEMENT

The grant will be disbursed to the Applicant based upon the requirements of the Grant Agreement (Appendix B). Please note that this is a reimbursement grant. All work must be completed, paid for, and inspected prior to reimbursement. Reimbursement checks can take up to thirty (30) days from submittal of a reimbursement request.

VII. PROGRAM ADMINISTRATION

Contact: Adam L. Dontz Chief Executive Officer, Greater Livingston County Economic Development Council 210 West Water Street Post Office Box 528 (Mailing address) Pontiac, Illinois 61764 Phone: 815.842.2900 Web: www.glcedc.org Email: adam@glcedc.org



APPENDIX A BUILDING IMPROVEMENT GRANT APPLICATION FORM

Name of Applicant Co-Applicant Mailing Address Email Address Phone Number Project Address What was the previous use of the building? How long has the property been vacant? What will be the new business at the Project Address? If not known, what types of businesses will be targeted for recruitment? Does Applicant own building? Yes __ No __ The Project will involve the building's: Interior _____ Exterior ____ Both ____ Estimated project starting date: _____ Estimated project completion date: _____ Estimated total cost of Interior work: _____ Estimated total cost of Exterior work: _____ How many new jobs will be created (if known)? Describe briefly, any property investment that has been made at this location in the past 18 (eighteen) months, OR additional investment that is planned as part of this overall project. Please include costs. **NOTE:** Please attach additional documentation as outlined in Section V (E) of the grant description. The undersigned Applicant affirms: that the information submitted herein and attached is true and accurate to the best of Applicant's knowledge; and, that Applicant has read and understands the conditions outlined in the GLCEDC BUILDING IMPROVEMENT GRANT materials and agrees to abide by its conditions.

 Signed:
 Date:

 Signed:
 Date:

 Greater Livingston County Economic Development Council / Post Office Box 528 / Pontiac, Illinois 61764

 Phone 815.842.2900 / E-mail adam@glcedc.org / Website www.glcedc.org



GREATER LIVINGSTON COUNTY ECONOMIC DEVELOPMENT COUNCIL BUILDING IMPROVEMENT AGREEMENT Greater Livingston Economic Development Council (GLCEDC) APPENDIX B

I. GRANT

The Greater Livingston County Economic Development Council (GLCEDC) will provide to Livingston County Business ("Applicant") a grant of \$______ for approved improvements ("Project") to the structure located at (_______). The Project specifications are set forth in Exhibit "A" of this Agreement. GLCEDC agrees to reimburse the Applicant subject to the conditions, procedures and eligibility requirements specified herein.

II. CONDITIONS AND PROCEDURES

1. Payment Procedures.

A reimbursement of \$_____will be paid to the Applicant upon completion of the Project.

The Project will be considered complete when all of the following have been satisfied:

- a) GLCEDC determines that all improvements set forth in Exhibit "A" of this Agreement have been completed.
- b)
- c) GLCEDC receives the following documents from the Applicant:
 - Copies of signed contracts and/or work orders from all general contractors, subcontractors, and major material suppliers that completed Project-related work.
 - Copies of all paid invoices and checks for Project-related work. The invoices must be marked paid and signed and dated by the contractors. All Project expenditures must be paid by check.
 - Copies of lien waivers from all general contractors, subcontractors, and major material suppliers that completed Project-related work.
 - A written statement from the governing building official stating that the work has been completed in accordance with local building codes to his satisfaction.

2. Timeline.

The Project shall begin after execution of this Agreement. The Project shall be completed, as defined above, within (to be specified) calendar days of execution of this Agreement. GLCEDC must receive from the Applicant a written request for time extension within this

(to be specified) calendar day period if the Applicant foresees a delay in Project completion. Granting an extension is at the sole discretion of GLCEDC.

3. Project Changes.

The Applicant must receive written approval from GLCEDC for any changes made to the Project, including contractor selection, after GLCEDC Executive Committee approval and execution of this Agreement.

4. GLCEDC Promotional Activities.

The Applicant agrees to participate in the following promotional activities to showcase the renovated features of the property.

- a) Allow GLCEDC to place a temporary sign, no greater than one (1) square foot, in a ground floor window of the business for a period of up to twelve (12) months after completion. The sign shall note the assistance of GLCEDC for the completion of the Project.
- b) Allow GLCEDC to place a before and after picture of the Project on the GLCEDC website indicating the amount of assistance provided (total project cost may also be included with support of the Applicant).
- c) List/reference the Project as a recipient of a GLCEDC Building Improvement Grant in promotional materials indicating the amount of assistance provided (total project cost may also be included with support of the Applicant).
- d) Participate in other promotional activities as deemed appropriate and agreed upon by both GLCEDC and the Applicant.
- e) Applicant or business is required to become a member of the GLCEDC for the calendar year immediately following the receipt of the grant.

III. APPLICANT ELIGIBILITY

1. Requirements.

The Applicant requirements are stated in the GLCEDC Building Improvement Grant materials dated August 12, 2010 and as amended.

2. Assignability.

The Applicant's rights and liabilities under this Agreement are not assignable or delegable in whole or in part, without the prior written consent of GLCEDC.

3. Laws and Ordinances.

Applicant shall be responsible for compliance with all applicable laws, regulations and ordinances, including building and zoning codes, and for obtaining all building permits required for the work.

IV. INDEMNIFICATION AND INSURANCE

1. Indemnification.

Applicant shall indemnify and hold harmless GLCEDC, and its staff, officers, and directors, from any and all action, proceedings, claims, demands, costs, damages and

expenses, including attorney's fees, arising out of or relating to the above referenced Project.

2. Insurance.

Applicant shall maintain and keep in force, during the term of the Project, and at its expense, casualty and liability insurance with a limit of no less than \$1 Million. Applicant shall deliver evidence of the insurance coverage to GLCEDC prior to the execution of this Agreement.

V. SIGNATURES

We, the Applicant, have read, understand, and agree to all of the terms outlined in this Building Improvement Grant Agreement. We understand that failure to comply with any of the terms outlined within may result in forfeiture of the grant awarded.

By Brad Solberg, Chairman	
Date	
Applicant	
By	
Date	
* Livingston County Board Chair By	

210 West Water Street Pontiac, Illinois 61764 Tel: 815.842.2900 www.glcedc.org adam@glcedc.org

* Board Chairman's signature is only required if County funds the grant.