

# PURPOSE AND OVERVIEW

The Residential Home Improvement and Rehabilitation Grant Program or ("RHI&R Grant Program" or "Program") provides financial assistance to local home owners of single-family residential properties ("Property" or "Properties") seeking to repair, rehabilitate, and improve their property. This Program is intended to encourage projects, such as but not limited to, addressing health, safety, and accessibility concerns, restoring and repairing damaged building components, correcting ordinance or code violations, and making physical improvements which enhance and improve residential properties. Through this Program, the City hopes to create better living conditions for its residents, improve and preserve the existing housing stock, spur investment in residential properties, and generally improve the neighborhoods within the community. Grant funds are made available through and from the Shawneetown TIF Funds which are administered by the City and their economic development consultants.

# PROGRAM DESCRIPTION AND TERMS

Approved applications are eligible **to be reimbursed** in the form of a one-time grant payment, as hereinafter described and limited, an amount equal to up to 50% of the total approved project costs incurred, up to maximum amount of **<u>\$2,500</u>**.

Grants under this Program shall be limited to **\$2,500 per household per fiscal year**. The "Fiscal Year" shall begin May 1<sup>st</sup> of each year and end April 30<sup>th</sup> of the following year.

In order to receive the maximum Grant award, an applicant would be required to have had performed and paid for at least 5,000 in eligible work items ( $5,000 \times 50\% =$  2,500). Although projects may exceed a total of 5,000 in total costs, there is no additional reimbursement beyond the maximum amount of 2,500.

All approved Projects must be initiated within 60 days and completed within 90 days of Grant approval date. The City, **at its sole discretion**, reserves the right to cancel or extend for good cause as determined by the City, the funding commitment for failing to meet these deadlines.

For Approved Projects: Grant monies will only be distributed after all proposed and approved project components have been completed, all related costs and fees have been paid and verified, and a proper request for reimbursement has been submitted by the approved applicant.

# • Grant Budget Allowance: \$50,000

For Fiscal Year 2024 (May 1, 2023 – April 1, 2024), the total grant funds to be made available through this program are \$50,000 (20 full grants).

Grant budget allowances for subsequent Fiscal Years shall be determined by the Mayor and City Council on or before May 1<sup>st</sup> of the Fiscal Year in question.

Grants awarded in a Fiscal Year shall be paid from the Grant budget allowance for such Fiscal Year, even if the project is completed in the following Fiscal Year. Any unused program funds thereafter shall be returned to the TIF Fund.

# ELIGIBLE APPLICANTS AND PROPERTIES

- Must be a single-family residential property
- Must be owner-occupied
- Must be legal resident of the City of Shawneetown, Illinois
- Must be able to provide proof of property ownership
- Must be in good financial standing with the City (no outstanding tax payments, fines, fees, or other delinquencies or issues)
- Property must be located within the designated Program Area (See Map)
- The project must be approved by the City Council prior to completion projects which have been completed prior to receiving approval for participation in the grant program will not be eligible for reimbursement.

Properties will not be eligible if any property assessments or property taxes are not paid in full to date. The applicant must obtain all necessary permits and inspections, and pay any corresponding fees.

# ELIGIBLE WORK ITEMS

The City of Shawneetown reserves the right to determine the eligibility of any and all items in a project's scope of work at their discretion. Eligible project components may include, but are not limited to:

- Exterior façade repairs
- Roof repair or replacement
- Tuck pointing and masonry repair
- Exterior siding, stucco, and plaster repair or replacement
- Exterior window repair or replacement
- Exterior door repair or replacement
- Exterior painting
- Treatment and removal of lead-based paint and asbestos hazards
- Exterior concrete and foundation repair
- Exterior awning and porch repairs
- Correction of ordinance or code violations and conditions detrimental to public health and safety
- Structural repairs which correct deficiencies in accessibility for disabled persons
- Guttering repair or replacement
- HVAC system repairs
- Demolition and removal of dilapidated or deteriorated structures such as sheds, detached garages, and other similar items.
- Other items that are viewed as necessary or complimentary to the properties exterior renovation as accepted by the City at the City's discretion.

### \*\*Ineligible expenses may include, but are not limited to: construction of additions, construction of any new buildings, purchase of property or buildings, repairs or improvements previously performed, and any and all other work items not pre-approved by the City of Shawneetown.\*\*

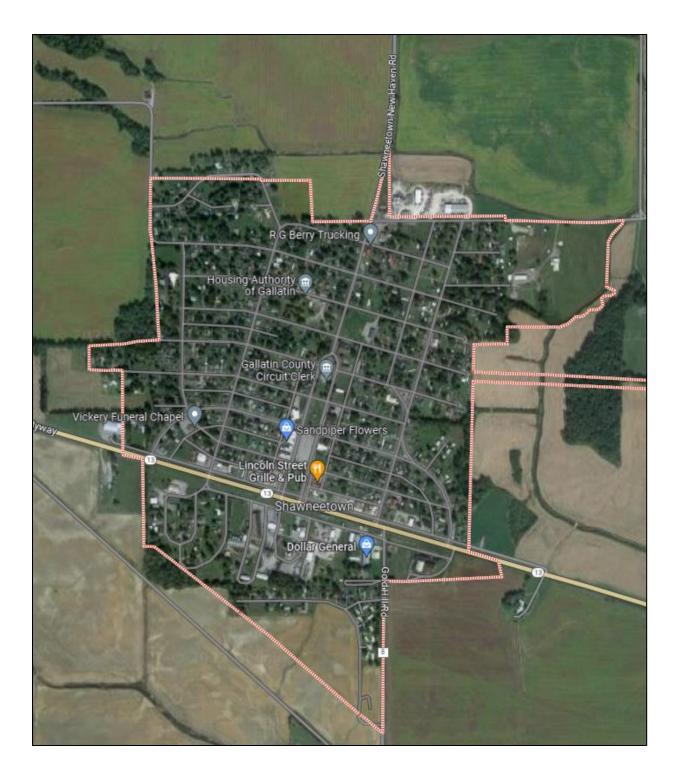
# **APPLICATION SUBMISSION & REVIEW**

To be formally considered for a Grant request, an application must be completed and submitted to the Collector's Office located at Shawneetown City Hall.

Shawneetown Collector's Office 330 Lincoln Boulevard East Shawneetown, Illinois 62984

Applications will be considered on a first-come first-served basis. Submission of an application will not and does not guarantee a project will be approved for participation in the Program, or that any monies will be awarded for the same. The City's decision to accept an application and approve the provision of a Grant award will be subject to and based on available funds, the completeness of the application, the merits of the project, and the general level at which it helps the City to achieve the goals and objectives of the Program. Grants are limited to a maximum amount of \$2,500 per residence, per fiscal year.

# **GRANT PROGRAM AREA**



# **CITY OF SHAWNEETOWN, ILLINOIS**

# Application for Residential Home Improvement & Rehabilitation Grant Program ("RHI&R Grant Program")

Please completely fill out this Application and return it to Shawneetown, Illinois ("City") Collector's Office with all listed items and any necessary supplemental information. <u>NOTE: A partially completed Application will not be processed or returned by the City to</u> <u>the Applicant</u>.

Owner(s)	Name(s) of Owner's on Property Title:	Phone/Cell Number(s) of Each:	
Information	1.	1.	
("Owner")	2.	2.	
	3.	3.	
	Mailing Address(s) of Each Property Owner:		
	1.		
	2.		
	3.		
	Email Address(s) of Each Property Owner	:	
	1.		
	2.		
	3.		

Property & Use Information	Property Address:			
	Use of Property: ( ) Re	esidential O	nly ()	Mixed Use Residential
	Listed Occupants Name(s):			
	Same as owner(s) on property title? () Yes () No, please explain why.			
	Parcel Identification Number (PIN):			
	Year Built (estimated):	Number of I	Bedrooms:	Year Purchased by Owner(s):
	Occupied by Owner(s) as Primary Residence: () No () Yes		) No () Yes	
	If yes, what date?	How	many years	
	Current number of adult	occupants:		umber/age of children (if applicable):

### Proposed Improvement(s) - Check all that apply

- □ Exterior façade repairs
- □ Roof repair or replacement
- □ Tuck pointing and masonry repair
- Exterior siding, stucco, and plaster repair or replacement
- □ Exterior window repair or replacement
- Exterior door repair or replacement
- Exterior Painting
- □ Treatment and removal of lead-based paint and asbestos hazards
- □ Exterior concrete and foundation repair
- □ Exterior awning and porch repairs
- Correction of ordinance or code violations and conditions detrimental to public health and safety
- Structural repairs needed to provide/approve accessibility for disabled persons
- □ Guttering repair or replacement
- □ Installation or repair of HVAC systems
- Demolition of dilapidated or deteriorated structures and other similar items, removal of debris from sheds, detached garages, and other similar items.
- Other items that are viewed as necessary or complimentary to the properties exterior renovation as accepted by the City of Shawneetown.
- Other (Please specify/describe below) \_\_\_\_\_\_

#### The following items are <u>REQUIRED</u> to be submitted with the Grant Application:

- Cost estimates, contractor bids, or vendor quotes for all work items selected
- Copy of driver's license or state ID card for each Owner
- Most recent property tax bill including proof of payment
- Pictures of current property conditions and any project items being requested for repair or replacement
- Any other information, documents, explanations or pictures which may help the City to understand and/or approve your project.

# **APPLICATION CERTIFICATION**

The applicant(s) hereby certifies that they will comply with all the rules, regulations, and ordinances of the City of Shawneetown, Illinois and of this Grant Program. It is hereby promised and certified, under penalty of perjury, that all information provided by the Applicant pursuant to this application is true and accurate to their best knowledge and belief.

Furthermore, I understand that this is a voluntary Program, under which the City has full discretion to approve or deny any application or project for any reason. I acknowledge and approve that all information submitted as part of this Application may be viewed by and distributed to any additional reviewing party designated by the City.

### Signature of and by each Owner is required:

Applicant(s) Signature:	Name Printed:	Date:

# VERIFICATION OF RECIEPT BY THE CITY

### **Received:**

This Application has been received by City on this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_ and given to \_\_\_\_

(Name of City Official)

(City Official Title)

by \_

(Name of Person Submitting Application)

# **CITY OF SHAWNEETOWN**

# **Residential Home Improvement Program Grant Agreement**

**This Agreement**, entered into this \_\_\_\_\_ day of \_\_\_\_\_\_ between the City of Shawneetown, Illinois (hereinafter referred to as "CITY") and the following OWNER, to witness:

Owner Name:

Address of Property to be Improved: \_\_\_\_\_

Property PIN Number(s):\_\_\_\_\_

#### WITNESSETH:

**WHEREAS**, the CITY has established a Residential Home Improvement Program for application within the Shawneetown TIF District(s) (the "District" or "Districts"); and

**WHEREAS**, said Residential Home Improvement Program is administered by the CITY and is funded by the TIF Fund for the purposes of improving the conditions of existing residential buildings within the District through the elimination of blighting characteristics, reduction of deteriorating building components, corrections to code violations, and general improvement of existing residential building and property conditions; and

**WHEREAS**, pursuant to the Residential Home Improvement Program, the CITY has agreed to participate, subject to its sole discretion, in 1) reimbursing OWNER for the cost of eligible exterior improvements and services addressing health and safety conditions to existing residential properties within the District in an amount equal to fifty-percent (50%) of the approved total cost of such improvements, up to a maximum amount of <u>\$2,500.00</u> per household, as set forth herein; and

**WHEREAS**, the OWNER'S property is located within a qualifying TIF District, and the OWNER desires to participate in the Residential Home 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 do hereby agree as follows:

### **SECTION 1**

With respect to the residential home improvements to the exterior structures and façades of the existing housing stock, the CITY shall reimburse the OWNER for the cost of approved improvements to the OWNER'S property at the rate of <u>fifty percent (50%)</u> of such costs up to a maximum amount of <u>\$2,500.00</u>.

The actual total reimbursement amount per this Agreement shall not exceed 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), as determined by the CITY in the CITY's sole discretion.

The improvement costs, which are eligible for 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**

The required work items which the OWNER agrees and has an obligation to perform in conjunction with this agreement include, but is not limited to: (Check all that apply)

Exterior Façade Repairs	Exterior Door Repair or Replacement	Correction of Code Violations and Conditions Detrimental to Public Health and Safety
Replacement Exterior Painting		Structural Repairs Correcting Deficiencies in Accessibility for Disabled Persons
Tuck Pointing and Masonry Repair	Treatment and Removal of Lead-based Paint and Asbestos Hazards	Guttering Repair or Replacement
Exterior Siding, Stucco, and Plaster Repair or Replacement	Exterior Concrete and Foundation Repair	Improvement or repair to HVAC systems
Exterior Window Repair or Replacement	Exterior Awning and Porch Repairs	Demolition of Dilapidated or Deteriorated Structures Ex. Sheds, Detached Garages, and Other Similar Items

\_\_\_\_ Other improvements (please specify)

### **SECTION 2**

No improvement work shall be undertaken until the project plans have been submitted to and approved by the CITY. Following approval, the OWNER must commence the proposed work within sixty (60) days and be completed within all work items within ninety (90) days from the date of such approval. The OWNER may request a thirty (30) day extension provided there is a

demonstrated hardship. At its discretion, the City reserves the right to cancel or extend the funding commitment for failing to meet these deadlines.

# **SECTION 3**

The CITY reserves the right to periodically review and inspect the progress of the work being performed pursuant to this Agreement without notice. Such inspections shall not replace any required permit inspection by official Building Inspectors, Code Enforcement Officers, or other similar agent. All work which is not in conformance with the approved plans, design drawings, and specifications shall be immediately remedied by the OWNER 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 execution of their final inspection and approval by the CITY, the OWNER shall submit to the CITY a properly completed "Request for Reimbursement" in substantially the same form as set forth in Exhibit 1. All Requests for Reimbursement shall be accompanied by invoices, statements, vouchers, or bills for the amount requested (including evidence of payment thereof as to any amounts for which payment or reimbursement is requested) and lien waivers for all services or materials furnished by subcontractors, except as to any retainage, related to amounts for which reimbursement is requested.

The CITY shall approve or disapprove any Requests for Reimbursement within 45 days of the submittal thereof. If the City disapproves any Request or any portion thereof, it shall state in writing the reasons therefore and provide the OWNER a reasonable opportunity to clarify or correct the request.

# **SECTION 5**

If the OWNER defaults on the conditions of this agreement, or fails to complete the project work items provided for herein in conformity with the approved plans, design drawings, and specifications, terms, and timelines of this Agreement, then upon written notice being given by the CITY to the OWNER, 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.

Furthermore, within the next four (4) years, if the OWNER is found to be in violation of any of the City's codes, ordinances, regulations, or other policies which govern residential buildings within the City, or at any time fails to pay all owed property taxes which are due to the CITY, The CITY will have to right to recover from the Developer an amount equal to 100% of all funds provided to the OWNER in accordance with this agreement.

### **SECTION 6**

Upon completion of the approved work pursuant to this Agreement and for a period of four (4) years thereafter, the OWNER 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 four (4) years following completion of the construction thereof, the OWNER 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 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 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 and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the residential home improvements provided herein. It shall be the responsibility of the OWNER to inform subsequent OWNER(S) of the provisions of this Agreement.

### **SECTION 8**

The OWNER 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 residential home improvement(s), including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.). The OWNER 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 the provisions of this section shall survive the completion of said residential home improvement(s).

### **SECTION 9**

Nothing herein is intended to limit, restrict, or prohibit the OWNER from undertaking any other work in or about the subject premises, which is unrelated to the residential home improvement provided for in this Agreement.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement on the date first appearing above.

OWNER	CITY OF SHAWNEETOWN, ILLINOIS
Signed:	Signed:
Date:	Title:
	Date:

#### EXHIBIT 1

### REQUEST FOR REIMBURSEMENT SHAWNEETOWN RESIDENTIAL HOME IMPROVEMENT PROGRAM

TO: City of Shawneetown Attn: City Clerk PO Box 227 Shawneetown, Illinois 62984

You are hereby requested and directed pursuant to the Shawneetown Residential Home Improvement Program Grant Agreement between \_\_\_\_\_\_ ("**Owner**") and the City of Shawneetown ("**City**") to pay moneys in the Special Allocation Fund for reimbursement of the following approved Project Costs:

Vendor	Work Item/Description of Work Performed	<u>Amount</u>

Total Costs Submitted:	\$	
50% of Total:	<u>\$</u>	(maximum reimbursement of \$2,500)

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement. The undersigned is the Developer under the Agreement which request is being made between the City and the Owner.

The undersigned, on behalf of the Owner, hereby states and certifies to the City that:

- Each item listed within this request is an approved Project Cost and was incurred in connection with the completion of the Residential Home Improvement Project, with <u>proof</u> <u>of payment (receipts/invoices/check copies) attached to this request</u>.
- 2. All real estate taxes currently attributable to the Property have been paid in full, proof of which is attached to this Request for Payment.
- 3. These Project Costs have been incurred by the Owner and have been paid by the Owner and are payable or reimbursable under the Agreement.
- 4. Each item listed above has not previously been paid or reimbursed from moneys in the Special Allocation Fund and no part thereof has been included in any other certificate previously filed with the City.
- 5. There has not been filed with or served upon the owner any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this requires, except to the extent that any such lien is being contested in good faith.
- 6. All necessary permits and approvals required for the Project for which this certificate relates have been issued and are in full force and effect.
- 7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the approved project plans.

Dated this \_\_\_\_\_\_, 20\_\_\_\_\_,

Signed & Certified: \_\_\_\_\_

Approved for Payment:

CITY OF SHAWNEETOWN, ILLINOIS

By:\_\_\_\_\_ Date: \_\_\_\_\_

Title:\_\_\_\_\_