

CITY OF NOKOMIS, ILLINOIS

ORDINANCE NO. 2129

**AN ORDINANCE AMENDING ORDINANCE NO. 2125 AND THE FACADE,
SITE IMPROVEMENT, AND SIGN GRANT ASSISTANCE PROGRAM IN THE
AMENDED BUSINESS DISTRICT FOR THE CITY OF NOKOMIS,
MONTGOMERY COUNTY, ILLINOIS**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF NOKOMIS, ILLINOIS

THIS 24TH DAY OF SEPTEMBER, 2024

Published in pamphlet form by the authority of the City Council of the City of
Nokomis, Montgomery County, Illinois, this 15th day of September, 2024.

CITY OF NOKOMIS, ILLINOIS

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SITE IMPROVEMENT, AND SIGN GRANT ASSISTANCE PROGRAM IN THE
AMENDED BUSINESS DISTRICT FOR THE CITY OF NOKOMIS,
MONTGOMERY COUNTY, ILLINOIS**

WHEREAS, the City of Nokomis, Illinois (the “City”) is an Illinois non-home rule municipal corporation pursuant to Article VII, § 8 of the Constitution of the State of Illinois of 1970, as amended, organized and operating under the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, pursuant to Section 1-2-1 of the Illinois Municipal Code, 65 ILCS 5/1-2-1, the City “may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper”; and

WHEREAS, on May 23, 2016, the City adopted Ordinance No. 2024, establishing and designating the Nokomis Business District, approving the Nokomis Business District Plan within the City, and imposing business district taxes within the Nokomis Business District; and

WHEREAS, on September 12, 2016, the City adopted Ordinance No. 2031, which amended the language of Ordinance No. 2024; and

WHEREAS, on August 14, 2017, the City adopted Resolution No. 2017-01, which approved “Exhibit 1”, establishing and outlining grant programs to be offered by the City pursuant to the Nokomis Business District Plan; and

WHEREAS, on June 25, 2018, the City adopted Resolution No. 2018-01, which approved “Exhibit 1B”, amending the Façade, Site Improvement, and Sign Grant Assistance Program offered by the City pursuant to the Nokomis Business District Plan; and

WHEREAS, the City thereafter approved “Exhibit 1C”, which was the Façade, Site Improvement, and Sign Grant Assistance Program offered by the City pursuant to the Nokomis Business District Plan; and

WHEREAS, on December 12, 2022, the City adopted Ordinance No. 2095, which approved an Amended Nokomis Business District and the Amended Nokomis Business District Plan; and

WHEREAS, on January 9, 2023, the City adopted Ordinance No. 2098, which

amended the Façade, Site Improvement, and Sign Grant Assistance Program; and

WHEREAS, the City's updated and amended "Business District Grant Program" to be offered by the City (hereinafter, the "Program") was presented to the corporate authorities for their review and consideration on August 26, 2024; and

WHEREAS, the City's updated and amended "Business District Grant Program Agreement" to be provided by the City in conjunction with the Program (hereinafter, the "Agreement") was presented to the corporate authorities for their review and consideration on August 26, 2024; and

WHEREAS, on August 26, 2024, the corporate authorities approved Ordinance No. 2125, which approved the updated and amended Program and the updated and amended Agreement; and

WHEREAS, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the City and its residents, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, to promote property values, and to enter into contractual agreements with property owners and developers for the purpose of achieving such objectives; and; and

WHEREAS, the City desires to promote the continued use and maintenance of commercial buildings within the City in recognition of the positive impact that individual building improvements can have on the overall appearance, quality, and vitality of the City's Business District; and

WHEREAS, after approval of Ordinance No. 2125 on August 26, 2024, the corporate authorities determined that additional updates and amendments to the Program and to the Agreement were appropriate, which updates and amendments have been presented to the City Council at which this Ordinance is being approved; and

WHEREAS, the corporate authorities wish to adopt the updated and amended Program to be offered by the City to encourage improvements to commercial properties within the City; and

WHEREAS, the corporate authorities wish to approve the updated and amended Agreement to be entered into by the City in conjunction with the Program; and

WHEREAS, the City is authorized under the provisions of Article VII, § 10 of the 1970 Illinois Constitution to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, the City is authorized to expend funds for economic development purposes, including making grants to commercial enterprises deemed desirable for the promotion of economic development within the City; and

WHEREAS, the corporate authorities hereby find and determine that the updated and amended Program will promote the health, safety, and welfare of the City and its residents, encourage further private investment and development, and enhance the City's tax base and that the updated and amended Agreement is in the best interests of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NOKOMIS, MONTGOMERY COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Nokomis, Illinois.

SECTION 2: The Program and the Agreement, attached hereto, are hereby approved.

SECTION 3: All ordinances, resolutions, motions, or parts thereof in conflict with this Ordinance are hereby superseded to the extent of any conflict.

SECTION 4: If any section, clause, paragraph, or part of this Ordinance shall be found and determined to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance, which are hereby declared to be separable, and all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 5: This Ordinance shall take effect upon its passage, approval, and publication as required by law.

SECTION 6: The Mayor is authorized and directed to sign and the Clerk is authorized and directed to attest to this Ordinance.

SECTION 7: The City Clerk shall publish this Ordinance in pamphlet form, including the attachments hereto.

Adopted this 24th day of September, 2024, by roll call votes as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Present</u>	<u>Absent</u>	<u>Abstain</u>
Commissioner Arkebauer	✓		✓		
Commissioner Morris			✓		✓
Commissioner Glenn	✓		✓		
Commissioner Stauder	✓		✓		
Mayor Goldsmith				✓	

APPROVED by the Mayor of the City of Nokomis, Illinois this 16th day of September, 2024.


MAYOR

ATTEST:


CITY CLERK

STATE OF ILLINOIS)
COUNTY OF MONTGOMERY) SS.
CITY OF NOKOMIS)

CERTIFICATE

I certify that I am the duly appointed and acting City Clerk of the City of Nokomis, Montgomery County, Illinois, and, as such, am the keeper of records and seal thereof; that the foregoing is a true, complete, and correct copy of Ordinance No. 2129 of said City; that said Ordinance, which is

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was passed by the City Council of the City of Nokomis, Montgomery County, Illinois, by yea and nay vote on the 24th day of September, 2024; that said Ordinance was approved by the Mayor on the 16th day of September, 2024; and that said Ordinance was then deposited in the office of the City Clerk of said City and filed therein; and that the same was recorded in the Record of Ordinances of said City.

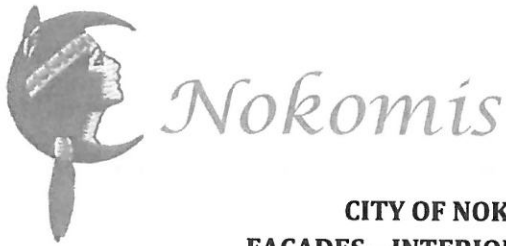
I further certify said Ordinance provided by its terms that it should be published in pamphlet form; that the pamphlet form of said Ordinance, including the Ordinance and a cover sheet thereof, was prepared; that a copy of such Ordinance was posted in the Nokomis City Hall, commencing on the 16th day of September, 2024, to continue for at least ten (10) days thereafter; and that copies of such Ordinance were also available for public inspection upon request in the office of the City Clerk.

DATED at Nokomis, Illinois, this 16th day of September, 2024.

(SEAL)



City Clerk



CITY OF NOKOMIS BUSINESS DISTRICT GRANT PROGRAM
FAÇADES – INTERIOR/EXTERIOR REPAIRS & IMPROVEMENTS – SIGNAGE

Program Overview

The City of Nokomis Business District Grant Program (the “Grant Program”) provides financial assistance to property owners or tenants seeking to renovate, restore, and improve commercial buildings located within the City’s Business Development District. This program is intended to encourage investment which will enhance existing buildings and achieve overall community beautification through the preservation, repair, and improvement of commercial businesses and properties located within the community and are in alignment with the economic development goals of the City of Nokomis.

The City believes that by providing incentives and support to its local business owners and entrepreneurs, it will spur investment in community assets, enhance retail and commercial opportunities, and create an overall positive economic impact for the City and its business owners, residents, and visitors.

General Terms & Guidelines

The Grant Program shall be funded entirely by funds collected pursuant to the City’s Business Development District and will allow approved program participants to receive reimbursement for up to fifty percent (50%) of eligible project costs, up to a maximum amount of \$25,000.00.

Example: A project with total approved costs of \$10,000 would be eligible to receive a reimbursement grant under this program in the amount of \$5,000 (50%). In order to receive the maximum grant amount, a project must have costs which total \$50,000 or more.

The initial Grant Program budget will be \$80,000 with open enrollment beginning on May 1, 2024 (05/01/2024) and closing on November 1, 2024 (11/01/2024). Future Grant Program budgets will be determined by the City Council, and open enrollment will begin on May 1st of each year and close on November 1st of each year (the “Enrollment Period”). Applications will be considered on a first-come first-served basis until all designated funding has been allocated, at which point the City shall have the option to renew or terminate Grant Program funding at its discretion based on available resources and Grant Program performance.

All applicants will be required to receive approval prior to performing any eligible project or incurring any eligible project cost. Approved applicants will be required to enter into a “Grant Agreement” with the City which formally outlines all the terms, obligations, and conditions required in order to receive grant payment. This agreement shall be non-negotiable and mandatory for grant participation.

All approved projects will be required to begin within 60 days of approval and completed prior to April 30th of the year following the Enrollment Period. Any projects performed or costs incurred prior to receiving City approval will not be eligible for participation and shall not qualify to receive any financial assistance pursuant to this Grant Program. Additional terms and conditions may apply.

Eligible Applicants and Properties

1. Building/property must be located within the designated Nokomis Business District Area. *See attached Grant Program Boundary Map.*
2. Building/property must be a non-residential/commercial property, which is not exempt from real estate taxation and may include commercial buildings/businesses with residential units attached, at the discretion of the City.
3. The applicant must be the property owner or legal tenant and a representative of the business. Tenants must have the owners' permission to perform any work being applied for. The City may require written proof or a signed consent of the owner. The City may also require written proof that the business is in operation.
4. If applying as a business, the business entity must be registered and in good standing with the State of Illinois, provide a Federal Employer Identification Number (FEIN), and provide additional documentation to the City of Nokomis upon request, including, but not limited to, bylaws, operating agreements, disclosure of individual interests in the business entity, tax returns, and the like.
5. Residential properties and home-based businesses are not eligible.
6. Applicants must be in good financial standing with the City of Nokomis, Montgomery County, and State of Illinois (no outstanding debts, liens, fees, tax payments, or other obligations).
7. Applicants must not have received a previous grant award for the same property through this program within the past 1 year. (Limit of 1-grant per applicant/building per year)
8. Tax exempt and not-for-profit entities may be considered on a case-by-case basis but are not guaranteed approval.

Eligible Work Items and Project Components

Projects and work items which are intended to improve the physical appearance of existing buildings, increase customer volume and customer satisfaction, improve property value, and generally create a net positive economic impact will be prioritized. Eligible work items must be "permanent improvements" and may include, but are not limited to, the following categories and components:

1. Exterior façade repairs, renovations, and improvements, including, but not limited to:
 - a. Masonry repairs and tuck pointing, exterior windows, doors, awnings, painting, signage, lighting, and other storefront improvement work

2. Roof repairs
3. ADA accessibility & safety improvements (e.g. fire suppression and sprinkler systems)
4. Interior renovations, repairs, remodeling, improvements including, but not limited to:
 - a. Flooring, ceilings, walls, doors, plumbing, electrical, and lighting
5. Exterior signage improvements, repairs, and installation (must be static image or lettering).

Ineligible Items:

The costs of inventory, furniture, equipment, software, payroll, lease payments, mortgage payments, insurance, self-performed labor, and other like items will not be eligible. **Additionally, any work performed or costs incurred prior to receiving approval for participation (even if it may be otherwise eligible) do not qualify for funding and shall be denied.**

Application Procedures

1. Complete the attached Grant Application Form, including all required attachments and supplemental information, and mail, email, or hand deliver all documents to the City Clerk during the Enrollment Period.

City Hall Address: Nokomis City Clerk
 22 S. Cedar Street
 Nokomis, IL 62075

Email: Rachel@cityofnokomis.com

Phone: (217) 563-2514

2. Designated city officials, staff members, or consultants will review applications for conformance with all program guidelines, requirements, and other conditions.
3. If an application passes eligibility review, the application will be placed on the City Council agenda for formal review and consideration.
4. The applicant will be notified via phone or email of the date on which the application shall be on the agenda and may be asked to attend to answer questions in regard to the project, project costs, and other application details. The applicant's failure to be present may result in consideration being postponed or the application denied.
5. Formal consideration of the application for participation in the grant program will given by the City Council.
6. The City Council will approve or deny applications based on the alignment of the project with the overall goals and objectives of the program, as well as conformance with program guidelines and other conditions. It shall be the sole discretion of the City Council to approve or deny any application submitted. The City may condition its approval of the Grant Agreement on the applicant's execution of a consent to place a lien upon the property to be improved. Any approval shall not be assignable from an applicant to another person without the City's prior written consent.
7. If approved, designated City officials or staff members will present a Business District Grant Program Agreement (the "Grant Agreement") to be executed by and between the City and

- the Applicant which outlines the terms, approved activities, and other conditions required for participation in the program and receipt of any grant funds.
8. The Mayor and approved applicant shall both sign and execute the Grant Agreement.
 9. The applicant shall perform the approved project and work items within the timeframes indicated in the Grant Agreement.
 10. Upon completion of ALL project components, the applicant shall submit to the City a completed "Request For Reimbursement" (Exhibit B to the Grant Agreement) and, upon request, additional documentation or evidence of all costs incurred pursuant to the approved project.
 11. The Request For Reimbursement shall be added to the City Council agenda for review and consideration for disbursement of payment in accordance with the grant terms.
 12. If for any reason the City Council denies any submitted grant application or Request For Reimbursement, a written explanation will be provided to the applicant/grant participant with an opportunity to correct and resubmit in a timely manner.

Default: Consequences for Default

If, within five (5) years after disbursement of any payments made by the City, any of the following is found to have occurred, the City may unilaterally terminate the Grant Agreement and recover certain portions of any payments disbursed by the City to the recipient:

1. Failure to begin or complete the approved project within the timeframes required.
2. The building or property on which the project is performed is determined to have been destroyed, unfit for occupation or redevelopment, or otherwise unusable for public or private purposes, and is not remediated to its original condition within a reasonable timeframe, as determined by the City.
3. The building or property is not being used for authorized or otherwise approved purposes.
4. The property or recipient is found to be in violation of any federal, state, or local laws, codes, ordinance, or other regulations which may be applicable to the property, recipient, or business(es) operating thereon, and such violations are not corrected in a reasonable or timely manner.
5. The building or property on which the project is performed is found not to be the location of a regularly operating commercial business.
6. All general ad valorem taxes and assessments charged or imposed upon the property, recipient, business, or any part thereof that at any time are not paid in full at the time they become due, and such non-payment is not corrected in a reasonable or timely manner.
7. The recipient or property owner conveys or sells the property on which the approved project was performed, and such sale or conveyance has not received written approval from the City.

If any of the above occurs, the recipient will be required repay certain portions of any funds provided by the City in accordance with the following terms and repayment schedule:

DEFAULT PERIOD	GRANTEE REPAYMENT OBLIGATION
Within 1 year	100%
Between 1 year and 2 years	80%
Between 2 years and 3 years	60%
Between 3 years and 4 years	40%
Between 4 years and 5 years	20%

Misrepresentations

If, at any time, the City determines that the applicant has made a material misrepresentation in its application to the City, the recipient shall repay 100% of any funds provided by the City pursuant to the Grant Agreement, plus all costs and expenses incurred by the City in seeking reimbursement, including, but not limited to, reasonable attorneys' fees.

CITY OF NOKOMIS

Business District Grant Application Form

Applicant Information

Business/Organization Name _____

Business Form: Corporation Partnership Sole Proprietorship Other

FEIN: _____

Contact Person/Title _____

Contact Mailing Address _____

Contact Phone Number _____ Contact Email _____

Property Information

Physical Address of Proposed Project: _____

Parcel ID Number(s) of Project Location: _____

Name of Property Owner: _____

Name of Property Tenant: _____

Project Information

Proposed Improvement(s) - Please list all items which you are applying for assistance with:

Work Item #	Description of Work	Estimated Cost (\$)
1		
2		
3		
4		
5		
6		
7		
8		

Estimated Total Project Cost: \$ _____

Estimated Grant Amount (50% of total eligible costs): _____

Estimated Start Date: _____ Estimated Completion Date: _____

Please provide a written summary of the proposed project below (proposed project components, colors, materials, phases, estimated start and completion date, vendors or contractors to be used, demonstration of need, economic/business benefit, etc.).

The following items must be submitted with the Grant Application:

1. Completed and signed Grant Application Form.
2. Copy of most recent property tax bill for the subject property.
Montgomery County Property Tax Inquiry: <https://montgomeryil.devnetwedge.com/>
3. Contractor bids, proposals, and other preliminary project cost estimates.
4. Renderings, site plans, drawings, or other items which may be available to assist the City in understanding your project.

Applicant Certification

The undersigned certifies and warrants that to the best of his/her knowledge the information contained in and attached to this Application Form is true, correct, and complete. In the event any false or fraudulent information is submitted by the Applicant, the Applicant will be subject to any and all potential civil or criminal remedies, including reimbursement to the City of Nokomis for all grant funds received by said Applicant. All terms and conditions provided herein are understood and agreed to by the Applicant. Nothing contained in this Program Application shall be construed by the City or the Applicant or any third person to create the relationship of a partnership, agency, or joint venture between the City and the Applicant. The Applicant hereby approves and acknowledges that, subject to City approval, this application may be utilized to create binding obligations for the performance of any proposed working items, and may be attached as reference to a grant agreement.

Applicant(s) Signature _____ Date _____

Building Owner's Signature _____ Date _____
(if separate from applicant)

MAP EXHIBIT – Qualifying Properties



Phone: (217) 563-2514 Email: rachel@cityofnokomis.com Website: cityofnokomis.com

CITY OF NOKOMIS

BUSINESS DISTRICT GRANT PROGRAM AGREEMENT

This Agreement, is entered into by and between the City of Nokomis, Illinois (hereinafter referred to as "CITY") and the following GRANTEE, to witness:

Owner Name: _____

Lessee's Name: _____

Name of Business: _____

Project Address: _____
(the "Property")

PIN Number(s): _____

RECITALS:

WHEREAS, the City of Nokomis has established a Business District Grant Program for application within a designated program boundary area (the "Grant Program"); and

WHEREAS, said Grant Program is administered and implemented by the City, and is funded with certain Special Allocation Funds collected pursuant to the Business District Development and Redevelopment Act (65 ILCS 5/11-74.3-1 *et seq.*), as supplemented and amended (the "Business District Act") for the purposes of remediating conditions of blight, encouraging investment and commerce, as well as repairing, rehabilitating, and improving the conditions of buildings located with the designated boundaries of the Business District; and

WHEREAS, the GRANTEE is an owner, occupant, and/or lessee of non-residential, commercial real estate; and,

WHEREAS, the GRANTEE has submitted a grant application to the City for the performance of a qualifying project which located within the Nokomis Business District (attached hereto as Exhibit A), and the GRANTEE GRANTEE desires to participate in the Grant Program pursuant to the terms and provisions of this Agreement; and,

WHEREAS, the GRANTEE has represented to the City that the qualifying project pertains to non-residential, commercial real estate; and,

WHEREAS, the GRANTEE's application has been reviewed and, based upon the GRANTEE representations, approved by the City for participation in the Grant Program; and,

WHEREAS, pursuant to the Grant Program, the City has agreed to participate, subject to its sole discretion, in reimbursing GRANTEE for the cost of eligible improvements to a qualifying commercial building up to a maximum of one-half (1/2) of the cost actually incurred during the performance of approved projects, not to exceed a total of \$25,000.00, as set forth herein; and

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the City and the GRANTEE do hereby agree as follows:

COVENANTS AND AGREEMENTS

SECTION 1

With respect to approved work items and project components performed to an approved existing commercial building, the CITY shall reimburse the GRANTEE for the cost incurred in the performance of such improvements in an amount equal to fifty percent (50%) of the total approved eligible costs of such work, not to exceed a maximum amount of \$25,000.00.

The project 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

Upon execution of this Agreement, the GRANTEE shall have sixty (60) days to begin the proposed project and work items. The GRANTEE may request a thirty (30) day extension to this deadline provided there is a demonstrated hardship (must be submitted in writing). All eligible work items shall be completed by the end of the current fiscal year (FYE 4/30) in order to be eligible for reimbursement. Any variations, deviations, or changes to the approved plans ("change orders") shall be required to be presented to the CITY for review consideration prior to authorization of any payment to be made in accordance with this Agreement. Any costs incurred pursuant to change orders which are not approved by the CITY shall not be eligible for reimbursement in accordance with this Agreement.

SECTION 3

The CITY shall periodically review and inspect the progress of any work performed pursuant to the Agreement at their full discretion. Such inspections shall not replace any required permit inspection by authorized building inspectors or other CITY personnel. All work found to be non-conforming with the approved plans, design drawings, and specifications shall be required to immediately cease until proper change order review is submitted and authorization to proceed is provided by the CITY. If authorization is not provided, the GRANTEE may be required to immediately remedy or replace any unauthorized or improper work at GRANTEE expense in order to comply with the approved plans, design drawings, and specifications and the terms of this Agreement. Otherwise, the CITY reserves the right to deny approval of payment for any unauthorized or improper work.

SECTION 4

Upon completion of the project and all approved work items, and upon their final inspection and approval by the CITY, the GRANTEE agrees to submit requests for reimbursement of eligible project

costs in substantially the same form as set forth in Exhibit B - Requests for Reimbursement Payment ("Payment Requests") to the CITY. All Payment Requests 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 deny any Payment Requests within 45 days of the submittal thereof. If the CITY fails to approve any Payment Request or any portion thereof, it shall state in writing the reasons therefore and provide the GRANTEE a reasonable opportunity to clarify or correct the Payment Request.

Notwithstanding any other term or provision of this Agreement, the CITY's obligations for payments pursuant to this Agreement are limited to monies in the Special Allocation Fund for the Business District and from no other source. This Agreement does not compel the CITY's General Fund, or any other source of funds, to provide monies for any payment or obligation identified herein.

SECTION 5

The GRANTEE agrees that if any of the following events occur within five (5) years after the disbursement of any payments made by the CITY to the GRANTEE pursuant to this Agreement (the "Effective Date"), the GRANTEE may be considered to be in default of the Agreement, and the CITY will have the right to unilaterally terminate or rescind this Agreement, as well as recover from the GRANTEE certain portions of any payments disbursed from the CITY to the GRANTEE as part of this Agreement:

- a) Failure to begin or complete the approved project within the timeframes required in Section 2 (above).
- b) The building or Property on which the project is performed is determined to have been destroyed, unfit for occupation or redevelopment, or otherwise unusable for public or private purposes, and is not remediated to its original condition within a reasonable timeframe, as determined by the CITY.
- c) The building/Property is not being used for authorized or otherwise approved purposes.
- d) The Property or GRANTEE is found to be in violation of any federal, state, or local laws, codes, ordinance, or other regulations which may be applicable to the Property, GRANTEE, or businesses operating thereon, and such violations are not corrected in a reasonable or timely manner.
- e) The building/Property on which the project is performed is found not to be the location of a regularly operating commercial business.
- f) All general ad valorem taxes and assessments charged or imposed upon the Property, GRANTEE, business, or any part thereof that at any time are not paid in full at the time they become due, and such non-payment is not corrected in a reasonable or timely manner.

- g) The GRANTEE or property owner conveys or sells the property on which the approved project was performed, and such sale or conveyance has not received written approval from the CITY.

If the GRANTEE is found to be in default of this Agreement for any of the above-listed reasons within five (5) years of the Effective Date, the GRANTEE agrees to repay certain portions of any funds provided to the GRANTEE from the CITY pursuant to this agreement in accordance with the following terms and repayment schedule:

DEFAULT PERIOD	GRANTEE REPAYMENT OBLIGATION
Within 1 year	100%
Between 1 year and 2 years	80%
Between 2 years and 3 years	60%
Between 3 years and 4 years	40%
Between 4 years and 5 years	20%

Upon the occurrence of a default which requires either party to undertake any action to enforce any provision of this Agreement, the defaulting party shall pay upon demand all of the non-defaulting party's charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such non-defaulting party in enforcing any of the defaulting party's obligations under this Agreement or in any litigation, negotiation or transaction in connection with this Agreement in which the defaulting party causes the non-defaulting party, without the non-defaulting party's fault, to become involved or concerned.

If, at any time, the City determines that the GRANTEE has made a material misrepresentation in its application to the City, the GRANTEE shall repay 100% of any funds provided to the GRANTEE from the CITY pursuant to this Agreement, plus all costs and expenses incurred by the CITY in seeking reimbursement, including, but not limited to, reasonable attorneys' fees.

The CITY reserves the right to pursue recovery of any and all payments made to the GRANTEE pursuant to this Agreement at its own discretion. Request for repayment will be made in writing to the GRANTEE and is not automatically triggered by the above-mentioned events.

It is expressly agreed that the signatory(s) of this Agreement, on behalf of the GRANTEE, shall be guarantors and shall be personally liable for all payments or obligations for payment to the CITY which have resulted from default or breach of this Agreement.

SECTION 6

The CITY reserves the right, in its absolute discretion, to condition its approval of this Agreement on GRANTEE's execution of a consent to place a lien upon the Property as may be necessary to ensure and/or secure repayment in the event of default or breach. The manner and form of such lien document shall be provided by the CITY for GRANTEE's execution.

SECTION 7

Notwithstanding anything herein to the contrary, the CITY shall not be liable to the GRANTEE for

damages of any kind or nature whatsoever arising in any way from this Agreement, from any other obligation or agreement made in connection therewith or from any default or breach under this Agreement; provided that nothing in this Section shall limit otherwise permissible claims by the GRANTEE against the CITY or actions by the GRANTEE seeking specific performance of this Agreement or other relevant contracts in the event of a breach of this Agreement by the CITY.

SECTION 8

The GRANTEE may not assign, sell, or otherwise transfer any of its rights or obligations under this Agreement without prior written consent from the City. Any assignment in whole or in part shall be void and shall, at the option of the City, terminate this Agreement.

Nothing herein is intended to limit, restrict, or prohibit the GRANTEE from undertaking any other work in or about the subject Property which is unrelated to the Grant Program provided for in this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the dates as appear under their signatures below.

By signing this agreement, you are acknowledging you have read and understood all terms and conditions of this agreement and of the Nokomis Business District Grant Program and are hereby confirming and agreeing to comply with and be bound to all terms, conditions, and other requirements of this Agreement.	
<u>GRANTEE</u>	<u>CITY</u>
Signed: _____	Signed: _____
Dated: _____	Dated: _____

**EXHIBIT A
GRANT PROGRAM PROJECT**

Insert Grant Program Application and/or approved project work items and cost estimates.

CERTIFICATION PAGE - GRANT PROGRAM PAYMENT REQUEST FORM

The undersigned, on behalf of the GRANTEE, hereby states and certifies to the CITY that:

1. Each item listed above was incurred in connection with the performance of the approved Grant Program Project.
2. All indicated project costs have been paid in full, **proof of which is attached.**
3. Each item listed for reimbursement has not previously been paid or reimbursed to the GRANTEE by the CITY.
4. The GRANTEE is currently in good financial standing with, and is not in arrears with any payment to, the City, County, and/or State of Illinois.
5. All work for which reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the proposed plans.
6. I submit this information under penalty of perjury, and agree that any information found to be knowingly false or fraudulent may result in criminal actions against me to the extent provided by law.

Signed & Certified: _____

Dated: _____

(Below This Line for City Use Only)

CITY OF NOKOMIS, ILLINOIS
BUSINESS DISTRICT GRANT PROGRAM APPROVAL

Date Reviewed:	
Reviewed By (Name & Title):	
Approved/Denied:	
Explanation if Denied:	
Approved Payment Amount:	
Signature:	