



March 13, 2018

Downtown Elgin

# Fire Sprinkler Assistance for Residential Conversions Grant Program

downtown  
neighborhood  
ASSOCIATION OF ELGIN

ELGIN  
THE CITY IN THE SUBURBS

The City of Elgin has implemented a Fire Sprinkler Assistance for Residential Conversions Grant Program for eligible buildings within the downtown. This program is intended to provide an incentive for property owners to add residential dwelling units downtown, which in turn will improve the economic viability of those properties, promote greater utilization of currently vacant or underutilized buildings, and help enrich the downtown by providing more potential customers to revenue-generating nonresidential establishments, such as retail shops and restaurants. This program is intended to complement other public and private initiatives that encourage the residential use of the upper floors of buildings in the downtown.

## Eligible Area

The eligible area for this program are properties in the project area depicted in Exhibit A attached hereto, which can commonly be described as the traditional downtown area plus several buildings fronting State Street on the west side of the Fox River in the area of Highland Avenue.

## Eligible Improvements

Costs associated with the installation of a new fire sprinkler system in connection with the creation of residential upper floor dwelling unit(s) in existing buildings, or with code-required improvements or upgrades to an existing fire sprinkler system in connection with the creation of residential upper floor dwelling unit(s) in existing buildings, are eligible expenses under this grant. Costs associated with drywall, paint, and other interior repairs associated with installing or concealing a fire sprinkler system are not eligible expenses under this grant. City will waive permit and plan review fees associated with the sprinkler installation as well as any associated tap fees.

# Fire Sprinkler Assistance for Residential Conversions Grant Program

## Program

The program shall involve the reimbursement of expenses incurred by an owner for the construction of an approved fire sprinkler system by the city. The city shall not pay funds to an approved applicant before the completion of the construction and installation of the fire sprinkler system and the associated residential upper floor dwelling unit(s) are completed and the issuance of a certificate of occupancy by the city for the new residential upper floor dwelling unit(s) being created.

1. The city agrees to reimburse the owner for the equipment and installation cost of an approved fire sprinkler system in an amount not to exceed \$4 per square foot of protected building floor area.
2. The fire sprinkler system shall be designed in conformance with the then currently adopted editions of the International Building Code, International Fire Code, and NFPA 13.
3. To be eligible to participate in this program, an applicant must meet all of the following requirements:
  - a. Own an existing building within the program area shown on Exhibit A.
  - b. Owe no outstanding property taxes or fees and have no judgements or liens on the property.
  - c. Complete an application in a form required by the city and submit a plan and project timeline for approval. Plans shall be sealed by a licensed, qualified fire sprinkler professional. Plans shall include a code-compliant and otherwise properly designed fire sprinkler system and two cost estimates. Plans shall also include code compliant plans for the creation of residential upper story dwelling unit(s) associated with the fire sprinkler system.
4. The city reserves the right to approve or not approve applications on the basis of the location of the project and public benefit and beneficial economic impact of the proposed improvements to the downtown as determined by the city council in its sole discretion. If more applications are received than current funding levels will allow, the city also reserves the right to prioritize the applications on the basis of the location of the project and the public benefit and beneficial economic impact of the proposed improvements to the downtown as determined by the city council in its sole discretion.
5. Retroactive applications submitted when a project was completed in a previous calendar year will **not** be funded under this grant program.
6. After the applicant has received at least **two** bids for the approved work, the city will approve the contractor. The applicant shall provide the city with the contract, contract amount, and the anticipated date of construction. Copies of all bids and proposals shall be submitted to the city.
7. Required building permits for all of the proposed work including the fire sprinkler system and the associated residential upper story dwelling unit(s) must be obtained before the work begins.

# Fire Sprinkler Assistance for Residential Conversions Grant Program



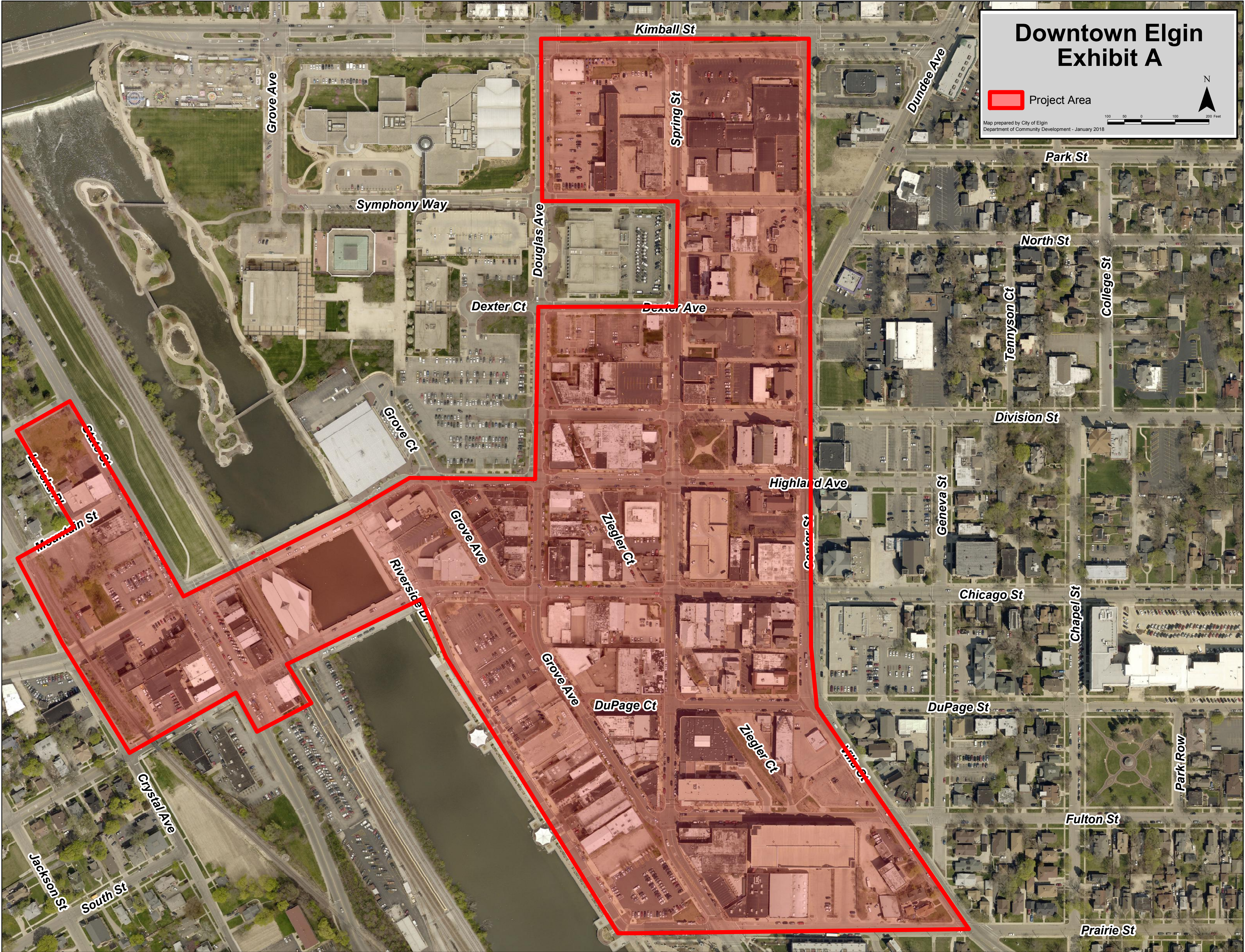
8. The applicant shall sign a program agreement in a form approved by the Corporation Counsel that, among other things, requires all improvements for all of the proposed work including the fire sprinkler system and the associated residential upper story dwelling unit(s) to be completed within 180 days of the date of the agreement, unless otherwise authorized by the city. A copy of the signed contract for work to be performed shall be made a part of the agreement. Extensions may be granted by the Director of Community Development Department upon the showing of active and continued construction.
9. Any existing violations of the Elgin Municipal Code shall be corrected, and the property and structure must otherwise be in compliance with all applicable codes and ordinances, prior to reimbursement.
10. Upon completion of the project, copies of all invoices must be submitted to the Community Development Department along with the contractor's waivers of lien. City staff will inspect the work for compliance with city codes and conformance with the design plans approved for this project.
11. Prior to receiving payout, and only after all requirements listed above are satisfied, a check will be issued from the city to the applicant. Payment will be issued only upon completion and approval of all work items as originally approved and the issuance of a certificate of occupancy by the city for the new residential upper floor dwelling unit(s) being created.
12. The provisions of this Fire Sprinkler Assistance for Residential Conversions Grant Program are intended to provide guidelines for considering applications from property owners that are seeking to participate in the Fire Sprinkler Assistance for Residential Conversions Grant Program. The city council of the City of Elgin, in its sole and exclusive discretion, shall determine whether to provide any of the grants contemplated in this program after duly considering the costs incurred by the City of Elgin for providing the grants and after considering the relative gain derived by the public from those grants. The city council of the City of Elgin further expressly reserves the right and option to decide at any time whether or not to provide continued or additional funding for this program. The creation or existence of this program shall not be construed to create or provide any vested rights in any person or organization to obtain approval of a program application, a program agreement or any grant or funding thereunder.

# Downtown Elgin Exhibit A

 Project Area

Map prepared by City of Elgin  
Department of Community Development - January 2018

100 50 0 100 200 Feet



Kimball St

Spring St

Dundee Ave

Grove Ave

Symphony Way

Douglas Ave

Park St

Dexter Ct

Dexter Ave

North St

Tennyson Ct

College St

Division St

Highland Ave

Geneva St

Crystal Ave  
Mountain St  
Jackson St

Riverside Dr

Grove Ave

Ziegler Ct

Center St

Chicago St

Chapel St

Grove Ave

DuPage Ct

DuPage St

Ziegler Ct

Windsor St

Park Row

Crystal Ave

Fulton St

South St

Prairie St

Downtown Elgin

# Fire Sprinkler Assistance for Residential Conversions Grant Program



## APPLICATION

Please complete this application and submit it to:

City of Elgin Community Development Department  
150 Dexter Court  
Elgin, Illinois 60120

### Section 1 – General Information

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

Building Address: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Applicant Address: \_\_\_\_\_

Applicant Phone Number: \_\_\_\_\_

Applicant E-Mail Address: \_\_\_\_\_

Status of Property Ownership (check one):

- Property and Building Owner – Sole Ownership
- Corporation, Partnership or Trust (provide the names, addresses and phone numbers of all officers or trustees and include articles of incorporation, by-laws and/or partnership agreements)

Year Building Built: \_\_\_\_\_

Number of Floors in the Building: \_\_\_\_\_

Current Use of Property on Each Floor: \_\_\_\_\_

Total Building Square Footage on Each Floor: \_\_\_\_\_

Number of New Upper Story Residential Dwelling Unit(s) to be Created Including the Floor, the Square Footage and Number of Bedrooms and Bathrooms for Each Dwelling Unit: \_\_\_\_\_

### Section 2 – Public Benefit and Beneficial Economic Impact

Describe how this program will help your business grow and thrive AND how it will add to the vitality of downtown Elgin \_\_\_\_\_

\_\_\_\_\_

# Fire Sprinkler Assistance for Residential Conversions Grant Program



### Section 3 – Acknowledgement of Terms

Please complete and sign:

I, \_\_\_\_\_ certify that the information presented in this application and in all attachments are true and complete to the best of my knowledge.

I understand that the proceeds from the Fire Sprinkler Installation Assistance Grant Program may only be used for the property at: \_\_\_\_\_

If my application is approved:

I understand that I must obtain the necessary permits for the installation of the fire sprinkler system and for the associated construction of the new residential upper story dwelling unit(s), and complete all work to be performed on the structure:

- Fire sprinkler system design work requires a Fire Sprinkler Professional; and
- Fire sprinkler system installation work requires a licensed contractor; and
- The fire sprinkler system shall be designed in conformance with the currently adopted editions of the International Building Code, International Fire Code, and NFPA 13.
- The associated creation of new residential upper story dwelling unit(s) shall be designed and constructed in conformance with all then currently adopted codes and ordinances.

I understand that only when the project is complete and has met inspection and compliance requirements of the city and an occupancy permit has been issued by the city for the new residential dwelling unit(s) being created will funds be available for reimbursement.

I understand that I must sign a Sprinkler Assistance for Residential Conversions Grant Program Agreement with the city in a form approved by the city's Corporation Counsel and that I am responsible for adhering with all terms and conditions of the Agreement.\*

I understand that I will be required to submit copies of invoices, receipts, and/or cancelled checks supporting actual cost for the project to the city in order to receive reimbursement.

### Property Owner's Affirmation

I, the undersigned, do affirm that I am the owner or a duly authorized representative of the corporation owning the above referenced property, I have been made aware of the Applicant's intent to install a fire sprinkler system listed on this application and have no objections.

\_\_\_\_\_  
 Applicant/Agent Signature                      Date  
*(If other than the owner)*

\_\_\_\_\_  
 Owner Signature                                      Date

\*A boiler plat version of the program agreement is attached to this document

Downtown Elgin

# Fire Sprinkler Assistance for Residential Conversions Grant Program



**For Office Use Only**

Date of Application Received: \_\_\_\_\_ Application Complete: \_\_\_\_\_ Yes \_\_\_\_\_ No

Application: \_\_\_\_\_ Approved Denied \_\_\_\_\_

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Work Completed: \_\_\_\_\_ Yes No \_\_\_\_\_

Grant Amount: \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_ (Attach Invoice Receipt)

CITY OF ELGIN  
SPRINKLER ASSISTANCE FOR RESIDENTIAL CONVERSIONS GRANT  
PROGRAM AGREEMENT  
(address of subject property)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Elgin, Illinois, a municipal corporation (hereinafter referred to as “City”), and \_\_\_\_\_ (hereinafter referred to as “Owners”).

WHEREAS, the City has established a fire sprinkler assistance program whereby owners of property or businesses located within the downtown and who complete a new fire sprinkler installation or a code-required upgrade to an existing fire sprinkler system may receive a grant from the City for a portion of the cost thereof (hereinafter referred to as the “Sprinkler Assistance for Residential Conversions Grant”); and

WHEREAS, the purposes of the Sprinkler Assistance for Residential Conversions Grant are to provide an incentive for property owners to provide residential dwelling units in the downtown, to encourage further investment and redevelopment within the downtown area, and to increase property values within the downtown; and

WHEREAS, the Owners are the owner of the subject commercial building(s) and of the property commonly known as \_\_\_\_\_, Elgin, Illinois (hereinafter referred to as the “Subject Property”); and

WHEREAS, the Subject Property is located within the downtown area identified specifically within Exhibit A; and

WHEREAS, the Subject Property is located within the Central Area TIF District; and

WHEREAS, the City of Elgin is a home rule unit and may exercise any power and perform any function pertaining to its governmental affairs; and

WHEREAS, the Sprinkler Assistance for Residential Conversions Grant and its intended purposes stated within the above recitations are matters pertaining to the governmental affairs of the City; and

WHEREAS, Owners have requested a Sprinkler Assistance for Residential Conversions Grant from the City for the Subject Property by submitting a written application.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

Section 1. The above recitals are incorporated into and made a part of this agreement. The total approved project costs for the fire sprinkler installation/upgrade for the structure(s) on the



Subject Property shall be \_\_\_\_\_ as set forth in Exhibit B attached hereto made a part hereof (such total approved project costs for fire sprinklers are hereinafter referred to as “Eligible Costs” and such structure(s) is hereinafter referred to as the “Structure”). The City shall pay the Owners for the equipment and installation/upgrade costs of an approved fire sprinkler system in an amount not to exceed \$4 per square foot of protected building area pursuant to the provisions of this Agreement. All parties hereto agree that all payments from the City provided for herein shall be made to Owners, who shall provide the City with a full release concurrently with receipt. The City agrees to waive all building permit, plan review, inspection, and/or utility and tap fees associated with the fire sprinkler system construction and installation/upgrade.

Section 2. Eligible Costs shall include labor, material and equipment costs, and such other costs as may be reasonably necessary for the execution and completion of the fire sprinkler installation/upgrade hereby provided for (hereinafter referred to as the “Work”), as designated upon the design drawings, specifications, and/or scope of work as set forth in Exhibit C attached hereto made a part hereof, and approved by the Project Review Team pursuant to the provisions of Section 3 (hereinafter referred to as “Plans”).

Section 3. No Work shall be undertaken or shall be considered to constitute the basis for an Eligible Cost until the design for such Work has been submitted to and approved in writing by the City’s Project Review Team (hereinafter referred to as “Project Review Team”) consisting of the City’s Director of Community Development, Fire Chief, Historic Preservation Planner, and any other member designated on the Project Review Team. The Plans shall also include design drawings, specifications, a cost estimate, and a schedule and date of completion, among other things, all of which shall detail the greater effort by the Owners to add residential dwelling units at the Subject Property and for which the Work is required (all of which is hereinafter referred to as the “Project” and is set forth in Exhibit D attached hereto and made a part hereof). The Project shall be completed within one hundred eighty (180) days from the date of this Agreement, unless written consent for an extension is provided by the Project Review Team.

Section 4. The Project Review Team shall be permitted access to Structure to periodically review the progress of the Project. Such review shall not be in lieu of any other inspections that may otherwise be required by law or by the City. Any and all portions of the Project which do not, in the sole discretion of the Project Review Team, conform to the Plans or other applicable terms of this Agreement, shall be made to conform to the Plans and other applicable terms of this Agreement upon written notice of the existence of such non-conforming portions.

Section 5. Upon completion of the Project, and upon final inspection and written approval by the Project Review Team and such other final inspections and approvals as may be required by law, Owners shall submit to City: (1) an executed, notarized itemized contractor statement reflecting the total cost of the Work and each portion thereof, including, but not limited to, the cost of labor (whether provided by any contractor or subcontractor), materials and equipment; (2) copies of all bids, contracts and invoices submitted, executed or incurred pursuant to the Work; and (3) reasonable proof of payment of all costs incurred pursuant to the Work.

Section 6. City shall pay to Owners the sum provided for at Section 1 herein within thirty (30) days of owner's compliance with the provisions of Section 5 herein. In no event shall the amount paid to Owners exceed the amount specified in this Agreement or in the contractor statement.

Section 7. In the event Owner fails to complete the Project in accordance with the terms of this Agreement, or otherwise breaches the terms of this Agreement, City may terminate this Agreement upon written notice of breach and termination to Owners, and any and all financial or other obligations on the part of City shall cease and become null and void. Additionally, Owners shall refund to City all money paid to Owners by City pursuant to this agreement upon thirty (30) days written demand. This provision shall not constitute a restriction on City to pursue any and all other rights to which it may be entitled by law.

Section 8. Upon completion of the Project, and for a period of five (5) years thereafter, Owners shall properly maintain the Project in its finished form, without alteration or change thereto, and shall not enter into any agreement, or take any other steps to alter, change or remove the Project, or to create or undertake any other Project which may constitute a deviation from the Plans, without prior written approval from the Project Review Team in its sole discretion.

Section 9. Nothing herein is intended to limit, restrict or prohibit the Owners from undertaking any other Work in or about the subject premises that is unrelated to the fire sprinkler system provided for in this Agreement.

Section 10. This Agreement shall be binding upon City and its successors, and upon Owners, Owners' successors and assigns for a period of five (5) years from and after the date of completion and approval of the Project. Owners shall provide subsequent Owner(s) of Structure with a copy of this Agreement. This Agreement shall run with the land underlying Structure. The City may record a memorandum of this Agreement against title to the Subject Property. Notwithstanding the aforementioned five (5)-year period, the provisions of Sections 7, 12 and 19 herein shall survive the expiration, completion and/or termination of this Agreement.

Section 11. This section left intentionally blank.

Section 12. To the fullest extent permitted by law, Owners agree to and shall indemnify, defend and hold harmless, the City, its officials, officers, employees, agents, attorneys, boards and commissions from and against any and all claims, suits, judgments, costs, attorneys' fees, damages or other relief, including, but not limited to, workers' compensation claims, in any way resulting from or arising out of the Work to be performed and/or negligent acts or omissions of the Owners in connection herewith, including negligence or omissions of contractors, subcontractors, employees or agents of the Owners, arising out of the performance of this Agreement and/or the Work. In the event of any action against the City, its officers, employees, agents, attorneys, boards and commissions covered by the foregoing duty to indemnify, defend and hold harmless, such action shall be defended by legal counsel of the City's choosing. The provisions of this Section shall survive any expiration, completion and/or termination of this Agreement.

Section 13. This Agreement shall not be construed to create a partnership, joint venture or employment relationship between the parties hereto.

Section 14. This Agreement shall be subject to and governed by the laws of the State of Illinois. The parties hereto hereby agree that venue for any and all actions that may be brought by each and either of them to enforce the provisions of this Agreement shall be in the Circuit Court of Kane County, Illinois.

Section 15. The terms of this Agreement shall be severable. In the event that any of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.

Section 16. All notices, reports and documents required under this Agreement shall be in writing and shall be mailed by first-class mail, postage prepaid, addressed as follow:

As to the City:                   City of Elgin  
  150 Dexter Court  
  Elgin, IL 60120-5555  
  Attn: Community Development Director

With a copy of any  
such notices to:                City of Elgin  
  150 Dexter Court  
  Elgin, IL 60120-5555  
  Attn: Corporation Counsel

As to the Owners:

With a copy of any  
such notices to:

Section 17. No official, director, officer, agent or employee of the City shall be charged personally or held contractually liable under any term or provision of this Agreement or because of their execution, approval or attempted execution of this Agreement.

Section 18. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, of the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Section 19. Notwithstanding anything to the contrary in this Agreement, with the sole exception of an action to recover the monies the City has agreed to pay to the Owners pursuant to Section 1 hereof, no action shall be commenced by the Owners against the City for monetary damages. Owners hereby further waive any and all claims to interest on money claimed to be due pursuant to this Agreement and waives any and all such rights to interest which it claims it may otherwise be entitled to pursuant to law, including, but not limited to, the Local Government Prompt Payment Act (50 ILCS 501/1, *et seq.*), as amended, or the Illinois Interest Act (815 ILCS 205/1, *et seq.*), as amended. The parties hereto further agree that any action by the Owners arising out of this Agreement must be filed within one (1) year of the date the alleged cause of action arose or the same will be time-barred.

Section 20. No official, officer, agent, employee or attorney of the City shall be charged personally or held contractually liable under any term or provision of this Agreement or because of their execution, approval, attempted execution or enforcement of this Agreement.

Section 21. This Agreement and its attachments constitutes the entire agreement of the parties hereto and the subject matter hereof and may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

Section 22. This Agreement is and shall be deemed and construed to be a joint and collective work product of the City and the Owners, and as such, this Agreement shall not be construed against the other party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, of the terms and provisions contained herein.

Section 23. This Agreement and the obligations herein may not be assigned by the Owners without the express written consent of the City, which consent may be withheld at the sole discretion of the City.

Section 24. The Owners shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.*, including, but not limited to, paying the prevailing wage and requiring all contractors and subcontractors to pay the prevailing wages required therein and completing all necessary documentation and reporting requirements in connection with the Work to be performed pursuant to this Agreement. Without limiting the foregoing the Owners and all contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Prevailing Wage Act, including, but not limited to, all wage, notice and recordkeeping duties.

Section 25. Notwithstanding any other provision of this Agreement, it is expressly agreed and understood that in connection with the performance of this Agreement, the Owners shall comply with all applicable federal, state, city and other requirements of law, including, but not limited to, any applicable requirements regarding the City Facade Improvement Program, prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, Owners hereby certify, represent and warrant to the City that all Owners' employees and/or agents

who will be providing products and/or services with respect to this Agreement shall be legal residents of the United States. Owners shall also at their expense secure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work, and/or the products and/or services to be provided for in this Agreement. The City shall have the right to audit any records in the possession or control of the Owners to determine Owners' compliance with the provisions of this section. In the event the City proceeds with such an audit, the Owners shall make available to the City the Owners' relevant records at no cost to the City. Owners shall pay any and all costs of such audit.

Section 26. Time is of the essence of this Agreement.

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

CITY OF ELGIN:

ATTEST:

By: \_\_\_\_\_  
Richard G. Kozal  
City Manager

\_\_\_\_\_  
Kim Dewis, City Clerk

OWNERS:

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

Name/print: \_\_\_\_\_

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

Name/print: \_\_\_\_\_

## Exhibit A

Map of Downtown Area Eligible for  
Sprinkler Assistance for Residential Conversions Grants

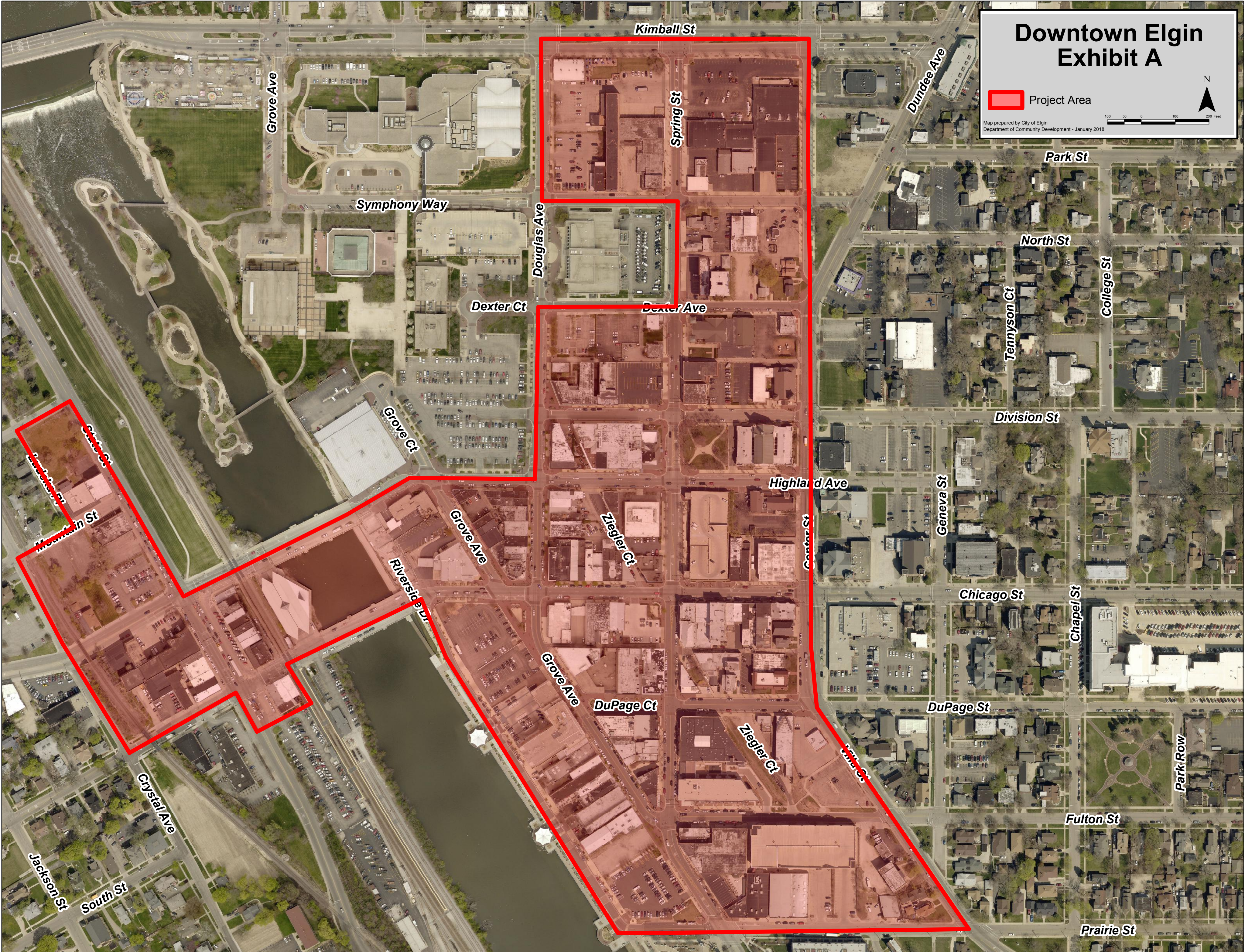
# Downtown Elgin Exhibit A

 Project Area

Map prepared by City of Elgin  
Department of Community Development - January 2018

100 50 0 100 200 Feet

N



Kimball St

Spring St

Dundee Ave

Grove Ave

Symphony Way

Douglas Ave

Park St

Dexter Ct

Dexter Ave

North St

Tennyson Ct

College St

Division St

Highland Ave

Geneva St

Crystal Ave

Riverside Dr

Grove Ave

Ziegler Ct

Chicago St

Chapel St

Grove Ave

DuPage Ct

DuPage St

Ziegler Ct

Wm St

Park Row

Crystal Ave

Fulton St

Jackson St

South St

Prairie St

## Exhibit B

### Sprinkler Assistance for Residential Conversions Grant Program Eligible Cost Comparison

Project Address  
Building Owner

<b>Scope of Work</b>	<b>Bid #1</b>		<b>Bid #2 (lower bid)</b>	
	<b>Contractor name</b>	<b>Amount</b>	<b>Contractor name</b>	<b>Amount</b>
Fire Sprinkler				
<b>total</b>				

Total eligible cost (based on low bid)	
<b>Total Sprinkler Assistance for Residential Conversions Grant Program Allocation</b>	



Exhibit C

Fire sprinkler Work, consisting of the following attached \_\_\_\_\_( ) pages:

Scope of Work for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exhibit D

Project consisting of the following attached \_\_\_\_\_( ) pages:

Scope of Work for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_