

CITY OF ROCKPORT REDEVELOPMENT GRANT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2025, between the City of Rockport Redevelopment Commission, Indiana (hereinafter referred to as "Commission") and the following designated Owner, to wit:

Owner's Name:

Name of Business:

Address of Property to be Improved:

WITNESSETH:

WHEREAS, the Rockport Common Council and the Commission have established the City of Rockport Redevelopment Grant Program ("Program") for application within the Rockport TIF District ("District"); and

WHEREAS, said Program is administered by the Commission for the purposes of encouraging economic development, including attracting and fostering commercial growth, increasing employment opportunities, stimulating additional businesses, and encouraging private investment through improved aesthetics within the District; and

WHEREAS, pursuant to the Program guidelines, the Commission may approve grants in the form of forgivable loans to reimburse Owners for a portion of the cost of eligible improvements to commercial establishments within the Area, up to twenty-five percent (25%) of such costs but not to exceed a total reimbursement amount of Ten Thousand Dollars _____ Thousand Dollars (\$10,000) per application; and

WHEREAS, Owner has prepared plans, design drawings, specifications and estimates ("Project Documents") for certain improvements to be made to the Owner's Property (the "Improvements"), at an estimated cost of \$_____, a copy of which Project Documents are attached hereto as Exhibit A; and

WHEREAS, the Owner's property is located within the District, and the Owner has applied to participate in the Program; and

WHEREAS, the Commission has approved Owner's application and participation in the Program as set forth herein.

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

SECTION 1: Commission hereby agrees to reimburse Owner for a portion of the cost of the Improvements in an amount equal to _____ % of such costs, provided that the total amount of reimbursement shall not exceed _____ Dollars (\$_____), The improvement costs that are eligible for Commission reimbursement include all labor, materials,

equipment and other contract items necessary for the proper execution and completion of the work as shown within the Project Documentation.

SECTION 2: No improvement work shall be undertaken until all Project Documentation has been approved by the Commission. Following approval, the Owner shall contract for the work and shall commence and complete all such work and submit all requests for reimbursement to the Commission within one year from the date of such approval by the Commission. The Owner may seek an extension of the deadline, not to exceed 12 months, for completing the work and submitting its request for reimbursement from the Commission. However, such request must be made in writing and submitted to the Commission prior to the expiration of the initial deadline to complete the work and submit the requests for reimbursement. In the event that the Owner fails to comply with these requirements the Commission may terminate this Agreement and its obligation to reimburse the applicant.

SECTION 3: The Commission shall periodically review the progress of the contractor's work pursuant to this Agreement. Such inspections shall not replace any required permit inspection by the City of Rockport's zoning or building personnel. All work which is not in conformance with the approved Project Documentation shall be immediately remedied by the Owner and deficient or improper work shall be replaced and made to comply with the approved Project Documentation and the terms of this Agreement.

SECTION 4: Upon completion of the improvements and upon their final inspection and approval by the Commission, the Owner shall submit to the Commission a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the Owner shall submit to the Commission proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The Commission shall, within sixty (60) days of receipt of the contractor's statement, proof of payment and lien waivers, issue a check to the Owner as reimbursement for _____ percent of the approved construction costs, subject to the limitations set forth in Section 1 hereof.

SECTION 5: If the Owner or his contractor fails to complete the improvement work provided for herein in conformity with the terms of this Agreement, then upon written notice being given by the Commission to the Owner, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the Commission shall cease and become null and void.

SECTION 6: The Owner releases the Commission from, and covenants and agrees that the Commission shall not be liable for, and covenants and agrees to indemnify and hold harmless the Commission 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, directly or indirectly, with the improvement(s), including but not limited to actions arising from the Indiana Common Construction Wage Act (Ind. Code § 5-16-7 et seq.) The Owner further covenants and agrees to pay for or reimburse the Commission and its officials, officers, employees and agents for any and

all costs, reasonable attorneys' 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 Commission shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said façade improvement(s).

SECTION 7: 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 improvement provided for in this Agreement.

SECTION 8: Owner shall be responsible for obtaining all necessary building permits and other approvals from the City of Rockport, State of Indiana or other applicable permitting body, prior to commencing work on the improvements, including a certificate of appropriateness from Rockport Historic Preservation Commission if applicable. Owner shall be further responsible for complying with the applicable requirements of the Americans with Disabilities Act ("ADA") in constructing the improvements pursuant to this Agreement.

Section 19: Reimbursement made by the Commission to Owner as provided in this Agreement shall be considered a forgivable loan, which loan shall be deemed forgiven upon satisfaction of the terms and conditions of this Agreement. Repayment of the loan shall not be required except in the event of a breach or violation of this Agreement.

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

ROCKPORT REDEVELOPMENT COMMISSION

_____, Commission President

ATTEST: _____
Clerk-Treasurer

OWNER

**ROCKPORT REDEVELOPMENT COMMISSION
REDEVELOPMENT GRANT PROGRAM GUIDELINES**

The Rockport Redevelopment Grant Program is administered by the Rockport Redevelopment Commission (Redevelopment Commission). Grant funds are available for exterior improvement for buildings located within the Rockport TIF District (the TIF District). Grant amounts may be awarded in amounts up to twenty-five percent (25%) of eligible project costs not to exceed \$10,000 for each approved project. The amount of the grant will be determined by the Redevelopment Commission in its sole discretion based on the merits of the project, availability of funds, and the number of grant requests under consideration.

1. Property owners and tenant business owners may apply for the program. Tenant business owners must have the written consent of the property owner in order to apply.
2. The project must be located within the boundaries of the Redevelopment Area established by the Rockport Redevelopment Commission pursuant to Resolution 2018-1.
3. Eligible work includes exterior building and property improvement, including repairs, replacement, painting, and installation of masonry, wood, windows, doors, signage, awning, decorative lighting or other improvements that enhance a property's visual aesthetic, preserve its historic character, or improve its function and utility.
4. All required building permits and other approvals must be obtained prior to commencement of work. If applicable, a Certificate of Appropriateness (COA) must be received from the Rockport Historic Preservation Commission. All projects must meet applicable building and zoning codes and other applicable local, state federal laws and regulations.
5. The grant is a reimbursable grant. The applicant must pay 100% of project cost up front. The Redevelopment Commission will reimburse the approved grant amount after submission of proof that all work has been completed and paid for in full in accordance with the grant agreement.
6. Approved projects are eligible for grant funding of up to 25% of eligible project costs not to exceed \$10,000 per approved project. No more than one application may be approved for each owner or property per calendar year.
7. The application must be approved by the Redevelopment Commission before commencement of work.
8. Two cost estimates must accompany each application along with a "before" photograph. Estimates must include a materials list and labor cost breakdown. Owner is responsible for selecting the contractor.
9. Project work must be completed within twelve months after execution of the Grant Agreement. Projects are eligible for extension by written request to and approval by the Redevelopment Commission. A request for extension must be made in writing and submitted to the Redevelopment Commission prior to the expiration of the initial deadline for completion of the work. If the project is not completed on time without written request for an extension, approval may be rescinded.
10. Each project may be subject to mid-project review and inspection by the Redevelopment Commission in order to determine if the work is being completed in accordance with the project scope.
11. The Redevelopment Commission will reimburse the applicant after completion of the improvements and upon their final inspection and approval by the Redevelopment Commission in accordance with the terms of the grant agreement.
12. These guidelines may be supplemented or revised by the Commission at any time in its discretion.



Cathy Kirkpatrick, Mayor
Rochelle Seneff, Clerk-Treasurer
Shirley Richards, Ward 1
Todd Hays, Ward 2
Donna Lashley, Ward 3
Connie Hargis, Ward 4
Darrell Wilson, Council At Large

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Rockport.in.gov

812-649-2242/Fax 812-649-2288

APPLICATION FORM

SECTION 1 — APPLICANT INFORMATION

Owner's Name: _____

Business Name (if applicable): _____

Mailing Address:

Street: _____

City/State/Zip: _____

Phone Number: _____

Email Address: _____

SECTION 2 — PROPERTY INFORMATION

Address of Property to be Improved:

Parcel Number (if known): _____

Is the property located within the Rockport TIF District?

Yes No

SECTION 3 — PROJECT DESCRIPTION

Provide a detailed description of the improvements:

Estimated Total Cost of Improvements: \$_____

Percentage Requested (Max 25%): _____%

Requested Reimbursement Amount (Not to exceed \$10,000):

\$_____

SECTION 4 — REQUIRED ATTACHMENTS

- Project Plans / Drawings / Sketches
- Contractor Estimates / Quotes
- Project Schedule / Timeline
- Photographs of current property conditions
- Proof of property ownership or authorization from owner

SECTION 5 — APPLICANT CERTIFICATIONS

By signing, the Applicant certifies:

1. All information is true and accurate.
2. No work will begin until approval is issued.
3. Applicant understands reimbursement is a forgivable loan.
4. Applicant will comply with all Indiana Code requirements.
5. Reimbursement requires contractor statement, proof of payment, and lien waivers.
6. Applicant understands violations may require repayment.

Applicant Signature: _____

Printed Name: _____

Date: _____

SECTION 6 — FOR OFFICE USE ONLY

Date Received: _____

Reviewed By: _____

Approved Denied

Approved Percentage: _____ %

Approved Max Reimbursement: \$_____

Commission Meeting Date: _____

Commission President Signature: _____

Commission Secretary Signature: _____

NOTARY ACKNOWLEDGMENT

State of Indiana

County of Spencer

Subscribed and sworn before me on this _____ day of _____, 20____.

Notary Public Signature: _____

Printed Name: _____

My Commission Expires: _____

Resident County: _____

RESOLUTION NO. 2025- 1

**RESOLUTION OF THE CITY OF ROCKPORT REDEVELOPMENT
COMMISSION AUTHORIZING THE ADMINISTRATION AND
OPERATION OF THE CITY OF ROCKPORT REDEVELOPMENT
GRANT PROGRAM BY THE COMMISSION**

WHEREAS, the City of Rockport Redevelopment Commission (the “Commission”), the governing body of the Department of Redevelopment of the City of Rockport, Indiana (the “City”), exists and operates under the provisions of Indiana Code 36-7-14 and Indiana Code 36-7-25, as amended from time to time (the “Act”); and

WHEREAS, the City, pursuant to Ordinance No. 2025-10 adopted by the Common Council of the City on September 11, 2025 (the “Ordinance”), has established the City of Rockport Redevelopment Grant Program (the “Program”) pursuant to Indiana Code 5-1-14-14, as amended (the “Revolving Fund Act”); and

WHEREAS, as set forth in the Ordinance, the Program has been established by the City to encourage economic development in the City through the provision of grants in the form of forgivable loans for improvements in the City (collectively, the “Loans”) from funds deposited by the City to the City of Rockport Revolving Fund (the “Revolving Fund”); and

WHEREAS, as the governing body of the City’s Department of Redevelopment, the City has authorized and directed the Commission in the Ordinance to operate and administer the Program, including the making of Loans from the Revolving Fund pursuant to the Program; and

WHEREAS, the Commission has received a copy of the Ordinance and additional information from representatives and staff of the City concerning the Program and finds that it would be appropriate and consistent with the provisions of the Act and the Revolving Fund Act for the Commission to operate and administer the Program; and

WHEREAS, the Commission has caused to be prepared certain documents relating to the Program which are attached hereto as Exhibit A and incorporated herein by reference, including (i) Program Guidelines (the “Guidelines”) and (ii) form of Grant Agreement (collectively, the “Program Documents”) which the Commission finds should be approved; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ROCKPORT REDEVELOPMENT COMMISSION THAT:

SECTION 1. The Commission hereby approves and agrees to operate and administer the Program, including the making of Loans from the Revolving Fund pursuant to the Program. The operation and administration of the Program shall be undertaken by the Commission in accordance with the terms of the Ordinance, the Revolving Fund Act and the Act. Any Loans under the Program shall be subject to the prior approval by resolution of the Commission.

SECTION 2. The Guidelines and Program Documents attached hereto as Exhibit A are hereby approved. The Program Documents are approved in substantially the form submitted at this meeting. The Commission hereby authorizes the President and Secretary to develop and

utilize a form of grant application and to make changes in form or substance to the Program Documents as may be necessary or appropriate to accomplish the purposes of this Resolution.

SECTION 3. The President, Secretary and such other staff members, service providers and firms as they may direct are hereby authorized and directed to take any and all other actions on behalf of the Commission, including execution of Program Documents or other documents in furtherance of completion and forgiveness of the Loans, as may be necessary or appropriate to implement the Program and carry out the purposes of this resolution.

SECTION 4. This Resolution shall be in full force and effect upon adoption.

Approved and adopted by the City of Rockport Redevelopment Commission on this 17th day of September, 2025.

By: _____
President

By: _____
Vice-President

By: _____
Secretary

By: _____
Member

By: _____
Member

EXHIBIT A

Guidelines and Form Program Documents

4914-8403-4656.1