

The  
City  
Of  
Maroa



**Ordinance No. 2022/10/03-3**

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A BUSINESS DISTRICT FAÇADE AGREEMENT BETWEEN THE CITY OF MAROA, MACON COUNTY, ILLINOIS AND MAROA LUMBER CO.**

---

Adopted by the City Council of the City of Maroa this 3<sup>rd</sup> day of October, 2022.

---

Published in pamphlet form by authority of the City Council of the City of Maroa, Macon County, Illinois this 3<sup>rd</sup> day of October, 2022.

**ORDINANCE NO. 2022/10/03-3**

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A BUSINESS DISTRICT FAÇADE AGREEMENT BETWEEN THE CITY OF MAROA, MACON COUNTY, ILLINOIS AND MAROA LUMBER CO.**

**WHEREAS** the City Council has determined that this Façade Agreement (attached as Exhibit A) is in the best interests of the citizens of the City of Maroa, therefore,

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF MAROA, MACON COUNTY, ILLINOIS AS FOLLOWS:**

**SECTION ONE:** The Façade Agreement with Maroa Lumber Co., attached hereto as Exhibit A, is hereby approved for reimbursement of 50% of eligible costs, up to a maximum grant total of \$2,500.00.

**SECTION TWO:** The Mayor is hereby authorized and directed to enter into and execute on behalf of the City, said Façade Agreement and the City Clerk of the City of Maroa is hereby authorized and directed to attest such execution.

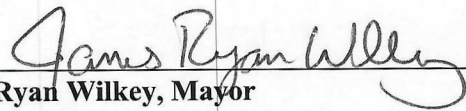
**SECTION THREE:** The Façade Agreement shall be effective the date of its execution by all parties.

**SECTION FOUR:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**PRESENTED, PASSED AND APPROVED**, by the Mayor and City Council of the City of Maroa, Macon County, Illinois, on this 3<sup>rd</sup> day of October, 2022.

NAME	AYE	NAY	ABSTAIN	ABSENT
Alderman Monty Greutman	X			
Alderwoman Angela Bogle	X			
Alderman Jeremiah Grider	X			
Alderman Matt Riley	X			
Alderman Blake West	X			
Alderman Michael Brown	X			
Mayor Ryan Wilkey				

  
Ryan Wilkey, Mayor

ATTEST:

  
Crystal Parrott, City Clerk

Seal







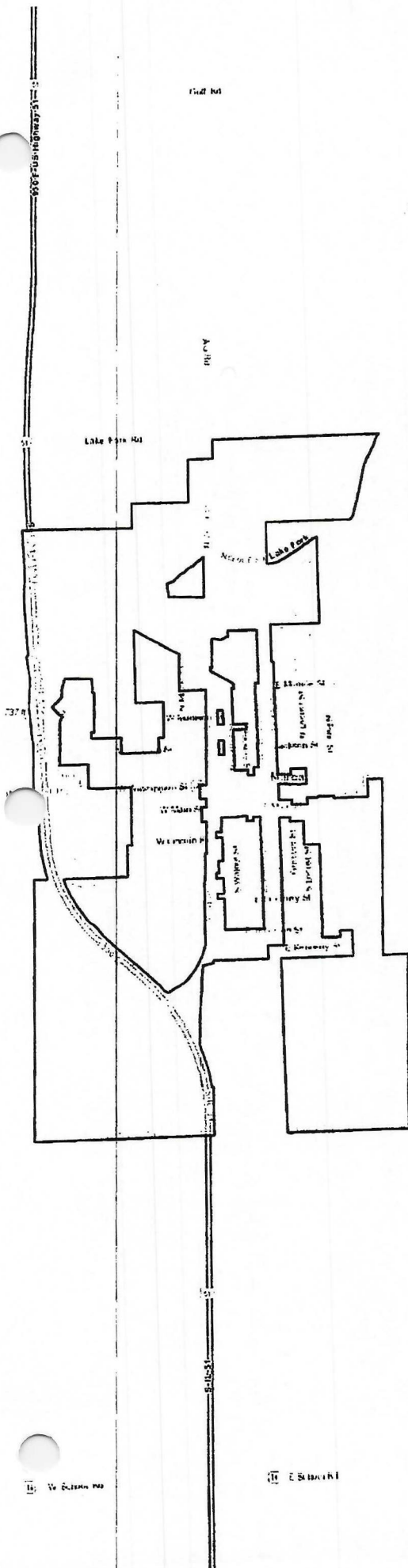
EXHIBIT A

# City of Maroa Façade Improvement Grant Program

## Application and Agreement

The following includes the Façade Improvement Program Description, Grant Application, and Agreement.

City of Maroa  
120B S. Locust St.  
Maroa, IL 61756  
217-794-2206



### **Maroa Façade Improvement Grant Program**

The Façade Improvement Grant Program provides financial assistance to property owners or tenants seeking to renovate or restore commercial building exteriors. This program is intended to enhance the City of Maroa and achieve overall community beautification through the improvement of the physical appearances of businesses. Through this program the City hopes to make a positive statement about the Maroa business climate to the community, visitors, as well as existing and potential business tenants. Grant funds are made available through the TIF fund which is administered by the City of Maroa.

### **Goal of the Program**

The goal of the program is to preserve historic façades, achieve quality façade improvement, and encourage economic investment within Maroa. The City believes that by providing incentives to spur preservation, revitalization and reinvestment in structures throughout the community, it will create a more attractive business climate as well as greatly complement the economic development goals of the City of Maroa.

### **Program Description/Grant Terms**

This physical improvement grant provides a matching grant for façades. Grants under this program shall not exceed \$2,500 per building (unless otherwise approved by the City Council). The applicant is expected to match or exceed any awarded program funding through contribution of his or her own capital to the total project cost. (Example: If grant award is \$2,500 then applicant would also have to spend \$2,500 for a total project cost of \$5,000). Grant monies will be distributed after a project is complete and the following documentation has been submitted:

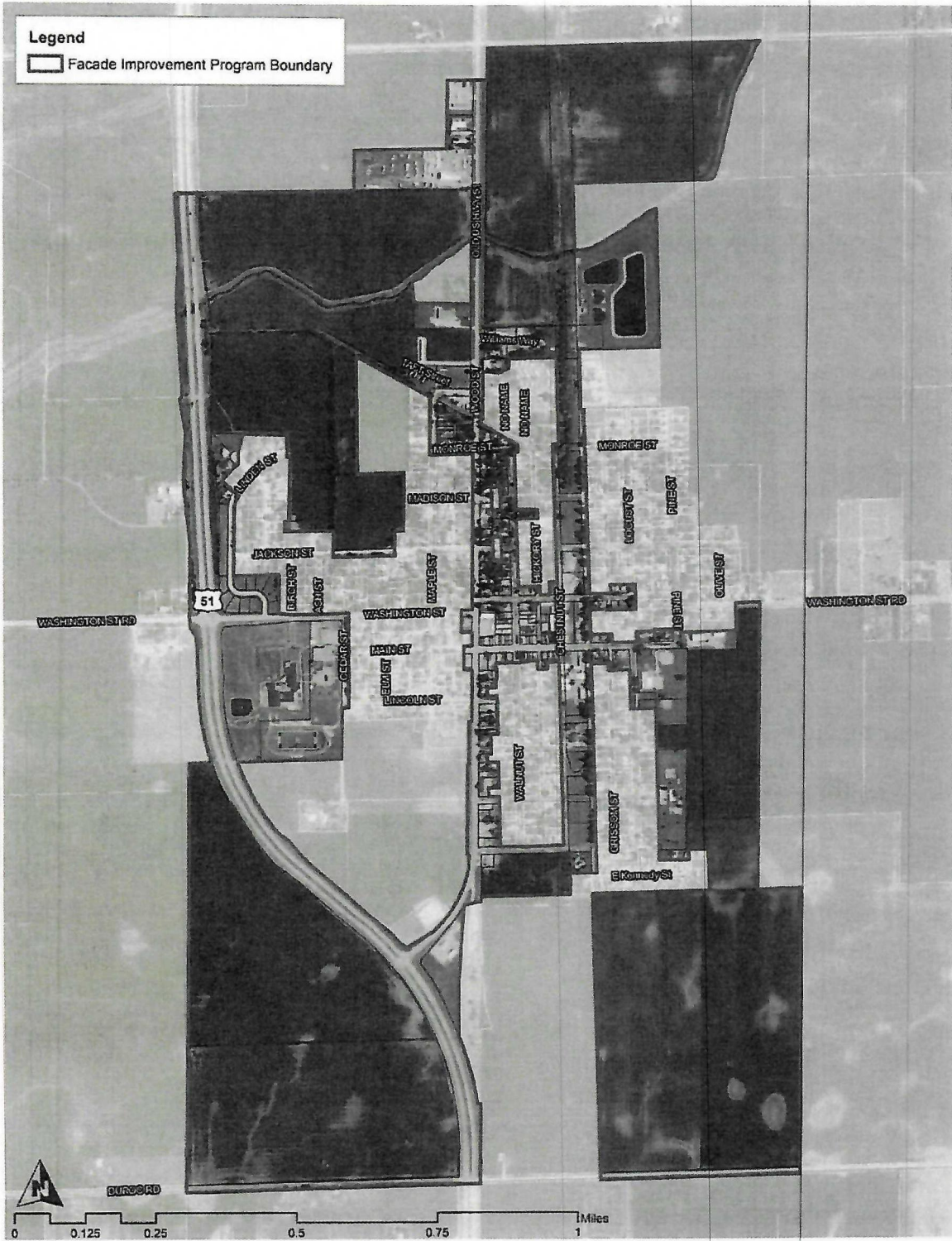
- a.) Photos showing completed work.
- b.) All invoices and receipts validating project costs.

All improvements must be initiated within 4 months and completed within 1 year of grant approval date. If the applicant has not met these requirements, the City of Maroa will re-evaluate the status of the project. At its discretion, the City reserves the right to cancel or extend the funding commitment.

### **Eligible Applicants and Properties**

Façade grant money shall only be used for exterior repairs and renovations on commercial storefronts and façades which front on public streets, alleys or parking areas. Property owners or tenants of commercial property are eligible to apply. In the case where the tenant is the applicant, the permission of the property owner is required. All taxable commercial properties located within the TIF district are eligible for this program. Mixed use properties (ie. commercial with residential above) will be considered. Residential homes and apartment buildings will not be considered. Tax-exempt properties may be considered but on a case by case basis subject to budgetary constraints. Properties will not be eligible if any property assessments or property taxes are not paid to date. The applicant must obtain all necessary permits and inspections, and pay any corresponding fees.





The City of Maroa reserves the right to determine the eligibility of all items in a project's scope of work. Eligible items include, but are not limited to:

- Façade rehabilitation
- Storefront repair or rehabilitation
- Door and window repair/replacement
- Exterior painting
- Awnings
- Lighting
- Tuck pointing and masonry repair
- Other items that are viewed as necessary or complimentary to the properties exterior renovation as accepted by the City of Maroa

(\*Ineligible expenses: construction of all new buildings, purchase of property or buildings; improvements not approved by the City of Maroa.)

**Budget Allowance for 2018**

The City has set aside \$15,000 for the program for this fiscal year.

**Application Submittal**

To be formally considered for a grant request, an application must be completed and submitted to the Mayor's Office located at City Hall. Applications can be obtained at City Hall or by calling the Clerk's Office at 217-794-2206. You may also call or email Keith Moran at 618-307-9100 or [keith@morandevlopment.com](mailto:keith@morandevlopment.com) for an e-version of this file.

**Application Review**

The City of Maroa's decision to accept an application will be based on available funds, the merits of the proposed project, and the support it provides to the general beautification of Maroa.



# CITY OF MAROA

## Façade Improvement Grant Application

*Please completely fill out this application and return it to the City of Maroa with the items listed in the checklist on the following.*

<b>Applicant Information</b>	Name	Phone
	Mailing Address	Fax
	Email	Federal Tax ID#
	Maroa Lumber Company	217-794-2226
	229 E. Main Street PO Box 159	217-794-3331
	jk@maroalumber.com	37-0734274

<b>Property Information</b>	Address for building for which grant is sought:	
	Property Identification Number(s)	Phone
	229 E. Main & 305 E. Main	same as above
	10-02-11-103-014	
	10-02-11-104-004	

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

<input type="checkbox"/> Brick Cleaning	<input type="checkbox"/> Exterior Doors	<input type="checkbox"/> Streetscape Elements
<input type="checkbox"/> Tuck Pointing	<input type="checkbox"/> Windows and Window Frames	<input type="checkbox"/> Landscaping
<input type="checkbox"/> Painting	<input type="checkbox"/> Shutters and Awnings	<input type="checkbox"/> Stairs, Porches, Railings
<input type="checkbox"/> Wall Façade Repair & Treatment	<input checked="" type="checkbox"/> Exterior Lighting	<input type="checkbox"/> Roofs Visible from the Street
<input type="checkbox"/> Original Architectural Features (repair or replacement)	<input type="checkbox"/> Signage Repair or Replacement	<input type="checkbox"/> Improvements for ADA compliance
<input type="checkbox"/> Other proposed façade improvements (please specify)		

Please describe the scope of the proposed project below (include a summary of the building's current condition, areas to be improved and how, as well as any proposed materials or colors).

-additional lighting added to multiple buildings for increased property security.

The following items must be submitted with the Façade Grant Application:

- Completed and signed Maroa Façade Grant Application
- Current photographs of the property to be improved (entire façade and details); Historical photograph of the property to be improved (if available)
- Drawings of proposed improvements (drawings do not have to be architectural renderings, but should be to scale so that the City can understand the proposed project).
- Color and material samples if relevant (material specifications supplied by manufacturer)
- Preliminary estimate of cost

I agree to comply with the guidelines and standards of the City of Maroa Façade Improvement Program and I understand that this is a voluntary program, under which the City has the right to approve or deny any project or proposal or portions thereof.

Applicant(s) Signature Jennifer Wood Date 9/27/2022  
Building Owner's Signature Werni E. Hamels Date 9/28/2022  
(if separate from applicant)



**CITY OF MAROA**  
**Façade Improvement Grant Agreement**

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

Owner Name: Maroa Lumber Co

Lessee's Name: \_\_\_\_\_

Name of Business: Lumber Co

Tax ID#/Social Security#: \_\_\_\_\_

Address of Property to be improved: 229 E Main

PIN Number(s): 10-02-11-103-014 10-02-11-104-004

**WITNESSETH:**

**WHEREAS**, the City of Maroa has established a Façade Improvement Program for application within Maroa TIF District ("District"); and

**WHEREAS**, said Façade Improvement Program is administered by the City with the advice of the Planning Commission and is funded by the TIF fund for the purposes of controlling and preventing blight and deterioration with the District; and

**WHEREAS**, pursuant to the Façade Improvement Program, the City has agreed to participate, subject to its sole discretion, 1) in reimbursing owners/lessees for the cost of eligible exterior improvements to commercial establishments within the District up to a maximum of one-half (1/2) of the approved contract cost of such improvements, but no more than \$2,500, as set forth herein; and

**WHEREAS**, the OWNER/LESSEE'S property is located within the Maroa TIF District, and the OWNER/LESSEE desires to participate in the Façade 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/LESSEE do hereby agree as follows:

## **SECTION 1**

With respect to the façade improvements to the structural elevation fronting a public roadway and related improvements, the City shall reimburse the OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE'S property at the rate of fifty percent (50%) of such costs up to a maximum amount of \$2,500.

The actual total reimbursement amounts per this Agreement shall not exceed \$ \_\_\_\_\_ for façade improvements related to the eligible improvements. The improvement 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**

No improvement work shall be undertaken until its design has been submitted to and approved by the City. Following approval, the OWNER/LESSEE shall contract for the work and shall commence within one hundred and twenty (120) days and be completed within one (1) year from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is a demonstrated hardship.

## **SECTION 3**

The City shall periodically review the progress of the contractor's work on the façade improvements pursuant to the Agreement. Such inspections shall not replace any required permit inspection by the Building Inspectors. All work which is not in conformance with the approved plans, design drawings, and specifications shall be immediately remedied by the OWNER/LESSEE 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 upon their final inspection and approval by the City, the OWNER/LESSEE shall submit to the City 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 necessary to complete the façade improvement related work. In addition, the OWNER/LESSEE shall submit to the City proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The City shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers, issue a check to the OWNER/LESSEE as reimbursement for one-half of the approved construction cost estimate or one-half of the actual construction cost, whichever is less, (not to exceed \$2,500), subject to the limitations set forth in Section 1 hereof.



## **SECTION 5**

If the OWNER/LESSEE or the OWNER/LESSEE'S contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings, and specifications and the terms of this Agreement, then upon written notice being given by the City to the OWNER/LESSEE, 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.

## **SECTION 6**

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

## **SECTION 8**

The OWNER/LESSEE 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 façade improvement(s). Including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The OWNER/LESSEE 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 causes of action. The provisions of this section shall survive the completion of said façade improvement(s).

**SECTION 9**

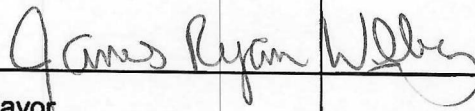
Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the façade improvement provided for in this Agreement.

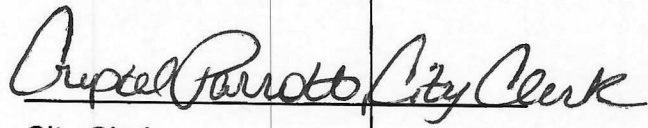
**IN WITNESS THEREOF**, the parties hereto have executed this Agreement on the date first appearing above.

OWNER/LESSEE

\_\_\_\_\_

CITY OF MAROA

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk



# Invoice

## Closs Electric Company, Inc

P.O. Box 1393  
 Decatur, IL 62525  
 (217) 428-8222  
 greg@closselectric.com

<b>DATE</b>	02/10/2022
<b>INVOICE#</b>	22742
<b>TERMS</b>	NET 10
<b>DUE DATE</b>	02/20/2022

BILL TO
Maroa Lumber Co. P.O. Box # 159 Maroa 61756

SERVICE LOCATION
Maroa Lumber Co. P.O. Box # 159 Maroa 61756 (217) 794-2226

JOB#	DATE	PO/REF#	DESCRIPTION
71141736			Add 1 large flood on the north side of the east building. Install 1 caretaker on the NE side of the main building (alley side) Install 1 wall pack on the west side of the east building.
<b>Completion Notes:</b>			
<b>Job Charges</b>			<b>Total</b>
		<b>Qty</b>	<b>Rate</b>
Material 1/12/22		1.00	
<b>Job Subtotal</b>			<b>\$1,047.02</b>
<b>01/12/2022 - Keith Luxa</b>			
Labor Time (8hr 0min)			
<b>Total Time &amp; Labor</b>			<b>\$600.00</b>
<b>Job Total</b>			<b>\$1,647.02</b>

CUSTOMER MESSAGE
Thank You for allowing Closs Electric Company, Inc. to take care of your electrical needs.

<b>Invoice Total:</b>	<b>\$1,647.02</b>
<b>Deposits (-):</b>	<b>\$0.00</b>
<b>Payments (-):</b>	<b>\$0.00</b>
<b>Total Due:</b>	<b>\$1,647.02</b>