

**ORDINANCE NO. 22-05-17-01**

**AN ORDINANCE AMENDING THE FAÇADE IMPROVEMENT GRANT PROGRAM  
WITHIN THE CITY OF WILMINGTON, ILLINOIS**

WHEREAS, the City of Wilmington Council finds that offering incentives for aesthetic improvements to buildings located in the Downtown Business District with B2A-Central Business Zoning and along Water Street and IL State Route 53 with B3-General Business Zoning; and

WHEREAS, the City of Wilmington Council desires that Façade Improvement incentives shall be made in accordance with the written Development Agreement approved by the governing body; and

WHEREAS, the City of Wilmington Council passed Ordinance No. 06-07-05-02 on July 5, 2006, and had implemented a series of improvement projects in the Downtown Business District; and

WHEREAS, the City of Wilmington Council finds that the modified policy for the Façade Improvement Grant Program attached hereto as Exhibit “A” benefits the economic vitality and welfare of the City and is in the best interests of its citizens, property owners, businesses, and visitors.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS, AS FOLLOWS:

**SECTION 1: FAÇADE IMPROVEMENT GRANT PROGRAM ESTABLISHED**

That a Façade Improvement Grant Program is hereby established for the Downtown Business District with B2A-Central Business Zoning and along Water Street and IL State Route 53 with B3-General Business Zoning in the City of Wilmington in accordance with the guidelines established in Exhibit A.

**SECTION 2: REPEALER**

All ordinances or parts of ordinances conflicting with any provisions of this ordinance are hereby repealed.

**SECTION 3: SEVERABILITY**

If any section, paragraph, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

**SECTION 4: EFFECTIVE DATE**

The City Clerk shall certify to the adoption of this ordinance it shall be in full force and effect from and after its passage, approval, and publication as provided by law.


PASSED this 17<sup>th</sup> day of May 2022 with 8 members voting aye, 0 members voting nay, the Mayor voting N/A, with 0 members abstaining or passing and said vote being:

Kevin Kirwin	<u>aye</u>	Ryan Jeffries	<u>aye</u>
Dennis Vice	<u>aye</u>	Ryan Knight	<u>aye</u>
Leslie Allred	<u>aye</u>	Jonathan Mietzner	<u>aye</u>
Todd Holmes	<u>aye</u>	Thomas Smith	<u>aye</u>

Approved this 17<sup>th</sup> day of May 2022



Attest:

  
\_\_\_\_\_  
Ben Dietz, Mayor

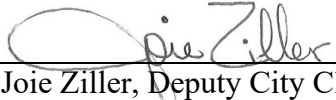
  
\_\_\_\_\_  
Joie Ziller, Deputy City Clerk



EXHIBIT A  
CITY OF WILMINGTON  
FAÇADE IMPROVEMENT GRANT PROGRAM

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
between the City of Wilmington, Illinois (hereinafter referred to as the “City”) and the following  
designated BUSINESS OWNER WITH PROPERTY OWNER APPROVAL OR PROPERTY  
OWNER:

Property Owner’s Name: \_\_\_\_\_  
(hereinafter referred to as the “PROPERTY OWNER”)

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Business: \_\_\_\_\_  
(hereinafter referred to as the “BUSINESS OWNER”)

Project Address: \_\_\_\_\_

Property Index Number: \_\_\_\_\_

WITNESSETH

WHEREAS, the City has established a Façade Improvement Grant Program for application to buildings located in the Downtown Business District with B2A-Central Business Zoning and along Water Street and IL State Route 53 with B3-General Business Zoning; and

WHEREAS, said Façade Improvement Grant Program is administered by the City and is funded from General Revenues for purposes of control and prevention of blight, dilapidation, and deterioration of structures in the Downtown Business District also including landscaping and surfacing of parking areas which must include the installation of curb and gutter in commercial areas which are currently not paved or where gravel is present; and

WHEREAS, pursuant to said Program the City has agreed to participate, subject to its sole discretion, in sharing the cost of façade improvements to commercial establishments up to a maximum of one-half (1/2) of the approved contract cost of such improvements, but in no event shall the total City participation in any single grant exceed Five Thousand Dollars (\$5,000) for

construction and architectural cost, and shall not exceed Fifty Thousand Dollars (\$50,000) for all grants within a fiscal year; and

WHEREAS, the façade improvement costs and architectural fees which are eligible for City participation include all labor, materials, equipment and other contract items necessary to the proper execution and completion of the work as designated from the design drawings approved by the City, provided that reimbursement for architectural fees shall be limited to One Thousand Dollars (\$1,000); and

WHEREAS, the PROPERTY OWNER'S property is located within the Downtown Business District with B2A-Central Business Zoning or along Water Street and IL State Route 53 with B3-General Business Zoning, and the PROPERTY OWNER or BUSINESS OWNER desires to participate in the Façade Improvement Grant Program pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement obtained herein, the City and PROPERTY OWNER or BUSINESS OWNER do hereby agree as follows:

SECTION ONE: INCORPORATION OF RECITALS - The above recitals are made a part of this Agreement and are incorporated herein.

SECTION TWO: COST SHARING – Subject to available funding as determined by the City's annual budget, the approval of the façade improvement designs by the City Council, and the PROPERTY OWNER's or BUSINESS OWNER's compliance with the provisions of this ordinance, the City shall share one-half (1/2) of the actual and certified façade improvement costs and fees, but not to exceed \$5,000.

SECTION THREE: DESIGN APPROVAL – The purpose of this grant is to encourage PROPERTY OWNERS and BUSINESS OWNERS to update and keep the façade of its permanent structure aesthetically pleasing and inviting to customers and guests. The purpose is not to temporarily benefit any one single business owner with advertisement. Under no circumstances will the City approve a grant for signage of any kind for a specific business. No façade improvement work shall be undertaken until the design, therefore, has been submitted to the City's Building Department, reviewed by the appropriate City Council committee, and approved by the City Council. The PROPERTY OWNER's or BUSINESS OWNER's design drawings and specifications for the improvements shall be attached hereto as Exhibit IV. Following approval, the PROPERTY OWNER or BUSINESS OWNER shall contract for the work and shall commence and complete all such work within one hundred eighty (180) days from the date of such approval.

SECTION FOUR: REVIEW OF PROJECT - The City Administrator or his/her designee shall periodically review the progress of the contractor's work on the façade improvement pursuant to this Agreement. Such inspections shall not replace any required permit inspection by City Inspectors. All work that is not in substantial conformance with the approved drawings and specifications shall be immediately remedied by the PROPERTY OWNER or BUSINESS OWNER and deficient or improper work shall be replaced and made to comply with the approved drawings, specifications, and terms of the Agreement.

SECTION FIVE: DOCUMENTATION REQUIREMENTS - Upon completion of the façade improvement and upon its final inspection and approval by the City’s Building Department, the PROPERTY OWNER or BUSINESS OWNER shall submit to the City a properly executed and notarized contractor statement and architect fee 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 PROPERTY OWNER or BUSINESS OWNER shall submit to the City proof of the actual façade improvement costs and proof of payment in full of the actual façade improvement costs pursuant to the contractor’s and architect’s statements certified under oath.

Upon the PROPERTY OWNER’S or BUSINESS OWNER’s submittal of all required documents and review by the appropriate City Council Committee and approval by the City Council, the City shall issue a check to the PROPERTY OWNER or BUSINESS OWNER consistent with Section Two above.

SECTION SIX: FAILURE TO COMPLETE THE WORK - If the PROPERTY OWNER or BUSINESS OWNER or his/her contractor fails to complete the façade improvement work provided for herein conformity with the plans, specifications, and all terms of this Agreement, the Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void. The City may, at its sole discretion, grant a single one-year extension to the end of the following program year due to unforeseen circumstances that have prevented the completion of the project.

SECTION SEVEN: UNRELATED IMPROVEMENTS - Nothing herein is intended to limit, restrict or prohibit the PROPERTY OWNER or BUSINESS OWNER from undertaking any other work in or about the subject premises which is unrelated to the façade improvement provided for in this Agreement.

SECTION EIGHT: AGREEMENT APPLICABLE TO FUTURE OWNERS - This Agreement shall be binding upon the City of Wilmington and upon the PROPERTY OWNER or BUSINESS OWNER and its/their successors to said property for a period of five (5) years from and after the date of completion and approval of the façade improvement provided herein. It shall be the responsibility of the PROPERTY OWNER or BUSINESS OWNER to inform any subsequent owner or lessee of this Agreement.

SECTION NINE: MAINTENANCE - Upon completion of the improvement work pursuant to this Agreement and for a period of five (5) years thereafter, the PROPERTY OWNER or BUSINESS OWNER shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of five (5) years following completion of the construction thereof, the PROPERTY OWNER or BUSINESS OWNER shall not enter into any Agreement or contract or take any other steps to alter, change or remove such improvements, or the approved design thereof, nor shall PROPERTY OWNER or BUSINESS OWNER undertake any other changes, by contract or otherwise, to the improvements provided for in this Agreement unless such changes are submitted to the City Administrator, reviewed by the City’s Building Department and the appropriate City Council Committee, and approved by the City Council. PROPERTY OWNER or BUSINESS OWNER

agrees to execute and record a restrictive covenant regarding the maintenance of improvements completed per this agreement.

SECTION TEN: MAXIMUM GRANT AWARDS - Nothing in this Agreement shall prohibit a business or property owner from applying for more than one Grant. However, a Five Thousand Dollar (\$5,000) total limitation shall apply to all Façade Improvement Grant Program awards made to a single building and/or lot within any five (5) year period. For the purpose of calculating the five (5) year period, the date of the last City payment shall be considered the start of the five (5) year period. In no event shall the total City participation exceed Fifty Thousand Dollars (\$50,000) for all grants approved within a fiscal year.

SECTION ELEVEN: INDEMNIFICATION - The PROPERTY OWNER or BUSINESS OWNER agrees to defend and hold harmless the City and its Agents including but not limited to its Mayor, City Council, officers, officials, employees, staff, agents and representatives and their respective representatives, successors, assignees and heirs (hereinafter referred to as “Agents”), individually and collectively, from any suits and from any claims, demands, losses, damages, liabilities, expenses, judgments, or setoffs of any conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected directly or indirectly with the facade improvements, façade improvement program or agreement, or other actions arising therefrom including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30.01 et seq.). The obligation of the PROPERTY OWNER or BUSINESS OWNER hereunder shall include and extend to payment of reasonable attorney’s fees for the representation of the City and its Agents in such litigation and includes related liabilities, expenses, costs of any kind, and fees; it being understood that the PROPERTY OWNER or BUSINESS OWNER shall have the right to employ all such attorneys to represent the City and its Agents in such litigation, subject to the approval of the Corporate Authorities of the City, which approval shall not be unreasonably withheld. The PROPERTY OWNER or BUSINESS OWNER shall have the right to appeal to courts of appellate jurisdiction any judgment taken against the City or its Agents in this respect, and the City shall join in any such appeal taken by the PROPERTY OWNER or BUSINESS OWNER.

SECTION TWELVE: PERFORMANCE OF AGREEMENT - It is agreed that the parties hereto may in law or equity, by suit, mandamus or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, which shall include the right of the parties to recover a judgment for monetary damages against each other, provided, however, that the PROPERTY OWNER or BUSINESS OWNER shall not have a right to recover a judgment for monetary damages against any Agent of the City for any breach of any of the terms of this Agreement. The City reserves the right to maintain an action to recover damages or any sums which PROPERTY OWNER or BUSINESS OWNER have agreed to pay pursuant to this Agreement and which have become due and remain unpaid.

SECTION THIRTEEN: DISPLAY OF CITY FUNDING PROMOTIONAL MATERIAL – The PROPERTY OWNER or BUSINESS OWNER shall be required to prominently display a poster identifying the property as receiving City funding. The poster will be provided by the City and shall be displayed from the day after final approval and reimbursement is made for a period of not less than 6 months.

SECTION FOURTEEN: COMPLIANCE WITH CITY ORDINANCES - At the time of reimbursement and throughout the term of this Agreement, the property subject to the grant and under the control of the PROPERTY OWNER or BUSINESS OWNER shall be in conformance with all applicable City ordinances, building codes, development codes, architectural guidelines, and any other related policies, rules, and regulations.

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

PROPERTY OWNER

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

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

CITY OF WILMINGTON

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

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

Its: Mayor \_\_\_\_\_

BUSINESS OWNER ATTEST:

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

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

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

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

Its: City Clerk \_\_\_\_\_





File Number: \_\_\_\_\_

I, \_\_\_\_\_ hereby make an application to the City of Wilmington for a Façade Improvement Grant in the anticipated amount of \$\_\_\_\_\_. I understand that my application must be approved by the City prior to any work being performed. I have read a copy of the Façade Improvement Grant Program Agreement, and if approved, I understand that all work performed is subject to development, building, zoning, permit, and Agreement provisions.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Date

*Please return the completed application to:*

*City Administrator  
City of Wilmington  
1165 S. Water Street  
Wilmington, IL 60481*

*If you need assistance with the application and/or have any questions regarding this program, please contact the City Administrator at 1-815-476-2175.*

File Number: \_\_\_\_\_

**INSERT PHOTOGRAPHS OF STORE FRONT PRIOR TO IMPROVEMENTS BEING MADE**

Checklist of Items that must be submitted

- Completed and signed application
- Proof of Ownership
- Lease Agreement (if applicable)
- Renovation Plans
- Contractor Agreements
- Architect Agreement (if applicable)