



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 3d

Title:

Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 423 S. 2<sup>nd</sup> St.

Presenter:

Russell Colby

Meeting: Planning & Development Committee

Date: May 14, 2018

Proposed Cost: \$20,000

Budgeted Amount: \$40,000

Not Budgeted:

**Executive Summary** *(if not budgeted please explain):*

Ryan Samuelson on behalf of R2 Investments LLC has requested a Façade Improvement Grant for improvements to the building located at 423 S. 2<sup>nd</sup> St., which is the former Fox Title building.

The Façade Improvement Grant program provides assistance to property owners and commercial tenants to rehabilitate and restore the exterior of buildings in the downtown. Grant funding is available for buildings located in Special Service Area 1B (Downtown Revitalization) or in a Historic District or designated Historic Landmark site. Applications are first reviewed by the Historic Preservation Commission for appropriateness of design. The grants are provided as a reimbursement for up to 50% of the funds invested into an exterior rehabilitation project involving new improvements and up to 25% for maintenance work. Up to \$10,000 is available for a 30 ft. length of building façade. There is a limit of \$20,000 of grant funds per property in any 5 year period. The program budget for FY 18-19 is \$40,000.

The program allows for grant funding for the front or side of a building that is visible from the street. The proposal includes improvements to the front (S. 2<sup>nd</sup> St.), south side (Prairie St.), and north side (visible from S. 2<sup>nd</sup> St.) of the building. Proposed is the following:

- Stucco repair and painting
- Cedar trim and siding
- Cedar pergola
- Gooseneck lighting

The Historic Preservation Commission reviewed the grant and recommended approval on 5/2/18. The Commission determined the scope of work qualifies as new improvements, eligible for up to 50% reimbursement.

The cost of the eligible improvements is estimated at \$42,837.80. The grant would cover up to \$20,000.

**Attachments** *(please list):*

Historic Commission Resolution, Façade Improvement Grant Application, Grant Agreement

**Recommendation/Suggested Action** *(briefly explain):*

Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 423 S. 2<sup>nd</sup> St.

**City of St. Charles, Illinois**

**Historic Preservation Commission Resolution No. 1-2018**

**A Resolution Recommending Approval of  
A Façade Improvement Grant Application  
(423 S 2<sup>nd</sup> St.)**

WHEREAS, it is the responsibility of the St. Charles Historic Preservation Commission to review applications for the Façade Improvement Grant Program; and

WHEREAS, the Historic Preservation Commission has reviewed the Façade Improvement Grant Application for 423 S. 2<sup>nd</sup> St. and has found said application to be architecturally appropriate and in conformance with the Downtown Design Guidelines and the Historic Preservation Ordinance, Chapter 17.32 of the Zoning Ordinance; and

WHEREAS, the Historic Preservation Commission finds approval of said Façade Improvement Grant Application to be in the best interest of the City of St. Charles.

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council approval of the Façade Improvement Application for 423 S. 2<sup>nd</sup> St.

Roll Call Vote:

Ayes: Smunt, Pretz, Kessler, Krahenbuhl, Malay

Nays: None

Abstain: None

Absent: Norris

Motion Carried.

**PASSED**, this 2<sup>nd</sup> day of May, 2018.

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Chairman

# FAÇADE IMPROVEMENT GRANT APPLICATION

COMMUNITY & ECONOMIC DEVELOPMENT DEPT. /PLANNING DIVISION

CITY OF ST. CHARLES



## Grant Type (select one):

- Commercial       Residential

## Property Information:

Building or establishment for which the reimbursement grant is requested:

Address:

423 S. Second Street

Property Identification Number:

09 34 131 019

Applicant Name:

R2 Investments LLC



## Project Description:

This project will consist of the continued remodel of the building located at Route 31 and Prairie St. The work performed in this phase will include the removal of outdated architectural features, repair and replacement of stucco, painting of the building, addition of cedar trim on portions of the building, a cedar pergola and exterior lighting.

Total Cost Estimate:

\$ 42,837.80

## Submittal Checklist:

- \$50 Application Fee**
- Detailed Scope of Work:** Must identify all improvements, construction methods, building materials to be used. Costs must be broken down and itemized by task. In general, this scope of work should be prepared by the contractor(s) who will be completing the project.
- Documentation on Existing Conditions:** Reports or photographs to demonstrate need for improvements.
- W-9 Form:** Filled out and signed by the grant applicant, with a Federal Tax ID Number (or a Social Security Number for an individual)



423 South 2<sup>nd</sup> exterior renovations:

<u>Stucco repairs and texture with finish coat</u>	<u>\$18,500</u>
• North side of building:	\$3,700
• East side of building:	\$10,545
• South side of building:	\$4,255
<u>Cedar exterior wood (Materials for siding)</u>	<u>\$11,478</u>
• North side of building:	\$2,066
• East side of building:	\$5,739
• South side of building:	\$3,673
<u>Labor to trim windows and install exterior siding</u>	<u>\$7,200</u>
• North side of building:	\$1,296
• East side of building:	\$3,600
• South side of building:	\$2,304
<u>GC fees</u>	<u>\$4,461</u>
Total cost	<u>\$41,639.00</u>

\* No work on the west side of the building was included in the scope of work.

\* The pergola is included in the north side figures for materials and labor.  
(Approximately \$1,800)



# Midwest Siding Supply, Inc.

1001 Aucutt Road, Montgomery, IL 60538  
 (630) 897-2333 Fax (630) 897-0967

**QUOTE**

**A00231375**

**Account:** P02400 0001  
**Branch:** MONTGOMERY  
**Phone:** (630)-897-0774  
**Fax:** (630)-897-0869

**BILL TO:**  
 PREMIER EXTERIORS  
 421 S. River St.  
 Aurora IL 60506

**SHIP TO:**  
 PREMIER EXTERIORS  
 CORCORAN REALTY  
 RTE 31  
 ST CHARLES IL

QUANTITY		UOM	ITEM/DESCRIPTION	PRICE/UOM	AMOUNT
1	EA		COLOR 2 CT MATERIAL COLOR TBD	0.00/EA	0.00
3800	LF		WC1X6M2 4 5/8" exposure-1/4" 1 x 6 TK S4S Cedar Shiplap 2 Coat 180 lf per square	2.14/LF	8,132.00
200	LF		WC5/4X4M2 5/4 x 4 S4S CEDAR (2 Coat) 180 lf per square	1.63/LF	326.00
600	LF		WC5/4X6M2 5/4 x 6 S4S CEDAR (2 Coat) 150 lf per square	2.70/LF	1,620.00
60	TB		WCC OSI Performance Caulk	5.75/TB	345.00
1	LB		MSTN9573 1 # 1-1/4" SS Trim Nail White	6.50/LB	6.50
2	CTN		MMCN8DSM 8D Coil Nails Smokey Mountain Clay	129.50/CTN	259.00
1	EA		ATNCC24AP .019 x 24" x 50' Alum. Trim Coil JH Aged Pewter 36627643 Midwest Siding Supply is NOT RESPONSIBLE for ANY damage to Sidewalks, Driveways or Landscaping resulting from our Delivery Trucks. 15% Restocking Fee on In-Stock items. Special Order items Non-Returnable. No Returns after 90 days!	75.90/EA	75.90



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 ST CHARLES IL

QUANTITY	UOM	ITEM/DESCRIPTION	PRICE/UOM	AMOUNT
1	EA	MNWMB22-F 8 X 8 Light Block with Inside Router NuWd	12.50/EA	12.50
1	EA	MNWMB24-F 8" X 12" Light Block NuWood	17.85/EA	17.85
2	GAL	WCMSTAIN Machine Coat Stain Gallon	55.30/GAL	110.60
1	EA	MISC ALLOWANCE--FRAMING AND SUPPLIES	2,700.00/EA	2,700.00
		SUBTOTAL		13,605.35
		SALES TAX		872.43
<p>Midwest Siding Supply is NOT RESPONSIBLE for ANY damage to Sidewalks, Driveways or Landscaping resulting from our Delivery Trucks.            15% Restocking Fee on In-Stock items. Special Order items Non-Returnable. No Returns after 90 days!</p> <p><i># ADD #400 FOR            1/2 STYROFOAM            INSULATION</i></p>				

**PAYMENT TERMS:**  
 N/60

**Total** \$14,477.78

**DUPAGE LIGHTING, INC.**  
 3990 COMMERCE DRIVE  
 ST CHARLES, IL 60174

# SALES ORDER

Sales Order Number: 4096  
 Sales Order Date: Feb 2, 2018  
 Ship By: Feb 2, 2018  
 Page: 1

Voice: 630-208-7300  
 Fax: 630-208-7366

**To:**  
 CORCORAN REAL ESTATE  
 409 ILLINOIS AVE  
 STE B  
 ST CHARLES, IL 60174

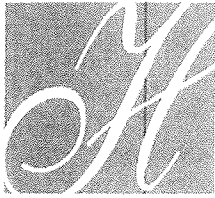
**Ship To:**  
 CORCORAN REAL ESTATE  
 409 ILLINOIS AVE  
 STE B  
 ST CHARLES, IL 60174

<b>Customer ID</b>	<b>PO Number</b>	<b>Sales Rep Name</b>
COR		
<b>Customer Contact</b>	<b>Shipping Method</b>	<b>Payment Terms</b>
	Courier	Net 15 Days

Quantity	Item	Description	Unit Price	Amount
6.00		HILT H18112-91/B-2-91 GOOSE NECK LIGHTING	185.00	1,110.00

*50% DEPOSIT REQUIRED FOR ORDER*

Subtotal	1,110.00
Sales Tax	88.80
Freight	0.00
<b>TOTAL ORDER AMOUNT</b>	<b>1,198.80</b>

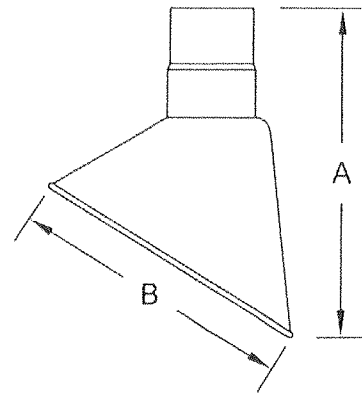


# HI-LITE MFG. CO., INC.

13450 Monte Vista Avenue  
Chino, California 91710  
Telephone: (909) 465-1999  
Fax: (909) 465-0907

Job Name: \_\_\_\_\_  
Type: \_\_\_\_\_  
Quantity: \_\_\_\_\_

## Angle Shade Collection



Item Number	Height (A)	Width (B)
H-18107	8"	7"
H-18110	10-1/2"	10"
H-18112	12"	12"
H-18114	14-1/2"	14"

Fixture No.	Fixture Color	Mounting	Mounting Color	Optional Accessories	Accessory Color	Wattage/Lamp options	Ballast	Voltage
<b>H-18107</b> <sup>(1)</sup>	Standard <sup>(2)</sup>	Mounting	Standard	<b>CGU</b>	Standard	Incandescent	Ballast option	Incandescent
<b>H-18110</b> <sup>(1)</sup>	91 (Black)	Options	91 (Black)	(Cast guard & glass)	91 (Black)	(Fixture is standard 200W. Do not specify)	not available for INC.	(Fixture is standard 120V. Do not specify.)
<b>H-18112</b>	93 (White)	1/2"	93 (White)	<b>LCGU</b>	93 (White)	CFL <sup>(3)</sup>	<b>RB</b> <sup>(4)</sup>	CFL
<b>H-18114</b>	95 (Dk. Grn)	3/4"	95 (Dk. Grn)	(Large cast guard & glass)	95 (Dk. Grn)	(Compact Fluorescent)	(Remote)	<b>M</b>
	96 (Galv.)	Stem Options	96 (Galv.)	<b>WGU</b>	96 (Galv.)	13/CFL	<b>BCM</b>	(Multi 120/277V)
	BR47 (Rust)	(Stem 1/2")	BR47 (Rust)	(Wire guard & glass)	BR47 (Rust)	18/CFL	(Canopy Mount)	HID
	BK01, GN20.	___ST		<b>LWGU</b>		26/CFL	<b>PLB</b> <sup>(5)</sup>	RB and BCM
	Upgraded Finishes.	Specify length and canopy.	For all finishes see pages 344-348.	(Large wire guard & glass)	For all finishes see pages 344-348.	26/32/42/CFL	(Postline)	<b>M</b> (Multi 120/208/240/277V)
	29, 66, 82, 90, 92, 94, 97, 99, 100, 103, 104, 105, 110, 112, 113, 114, 115, 117, 118, 119, 120, 127, 128, 129, 133, 134, 135, 136, 98, 101, 102, 137, 121, 122, 123, 124, 125, 126, 11, 01, 22, 25, 33, 77, 89, 24, 44, 48, 49, 15, 16.	Flush Mount Options		<b>WGR</b>		32/CFL	For specs see pages 341-343.	PLB
	For finish specs see pages 344-348.	<b>FHSC</b> (Canopy) <b>FSMC</b> (Canopy)		(Wire guard)		42/CFL		1 (120V) 2 (277V)
		Arm Options		<b>SK</b>		57/CFL		
		<b>B-1</b> <b>HL-K</b> <b>HL-A</b> <b>HL-U</b> <b>HL-H</b> <b>P-1</b> <b>HL-C</b> <b>P-3</b> <b>HL-D</b>		(Swivel knuckle)		<b>DMB</b>		
		For all arms and specs see pages 321-344.		For specs and glass color see pages 321-344.		(Dimmable Ballast for CFL. Add to Part No.)		
						HID <sup>(3)</sup>		
						(High Intensity Discharge)		
						MH <sup>(3)</sup>		
						(Metal Halide)		
						35/MH		
						50/MH		
						70/MH		
						100/MH		
						150/MH		
						175/MH		
						HPS <sup>(3)</sup>		
						(High Pressure Sodium)		
						50/HPS		
						70/HPS		
						100/HPS		
						150/HPS		

H-18110 - 91 / 1/2" - 91 / CGU-CLR - 91 / 13/CFL - BCM - M

### ORDER EXAMPLE (USE THIS FORMAT TO PLACE ORDER)

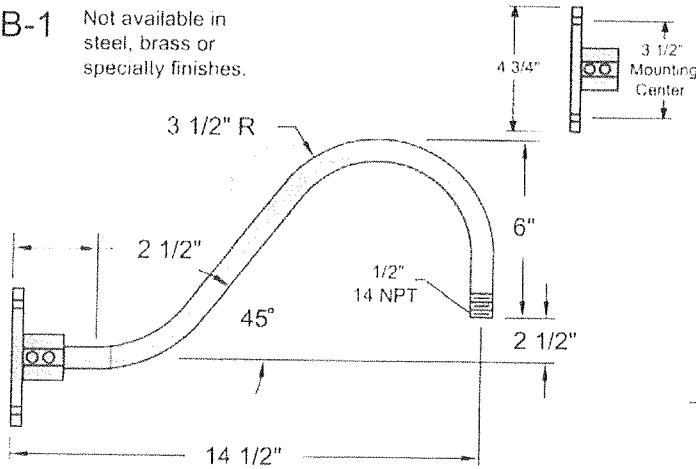
- Notes:
- (1) H-18107 not available with glass enclosures.  
H-18107 available for 200W Max INC, 32W Max CFL and 100W Max HID.  
H-18110 not available with LWGU, LCGU, ARN or LARN.
  - (2) For interior finish of fixture refer to color chart on pages 344-348.
  - (3) Requires Globe Option. (See pages 339-341 for Globe Options)  
Max. Wattages for CFL and WGU are
  - (4) (RB) Remote Ballast not available for Fluorescent Lamping.
  - (5) (PLB) Post Line Ballast must specify 120V or 277V.  
(PLB) 50W MH requires a 3" dia. pole.  
(PLB) 70W and 100W MH require a 4" dia. pole.  
(PLB) 50W, 70W, 100W and 150W HPS require a 3" dia. pole



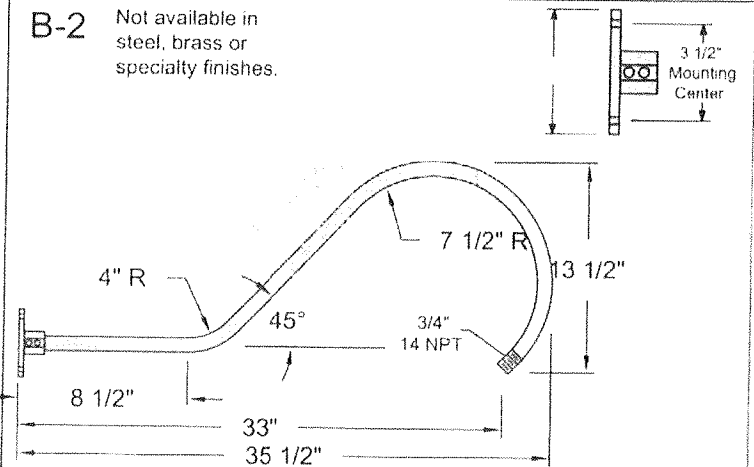
# Gooseneck Wall Brackets

(Includes Mounting Plate and Hardware)

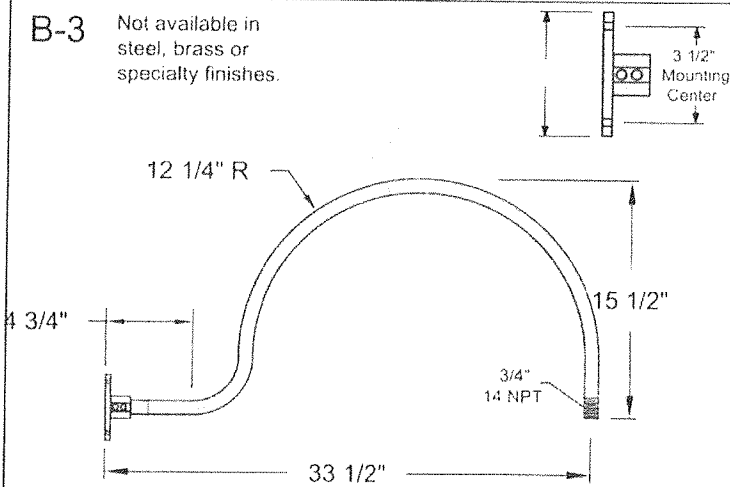
**B-1** Not available in steel, brass or specialty finishes.



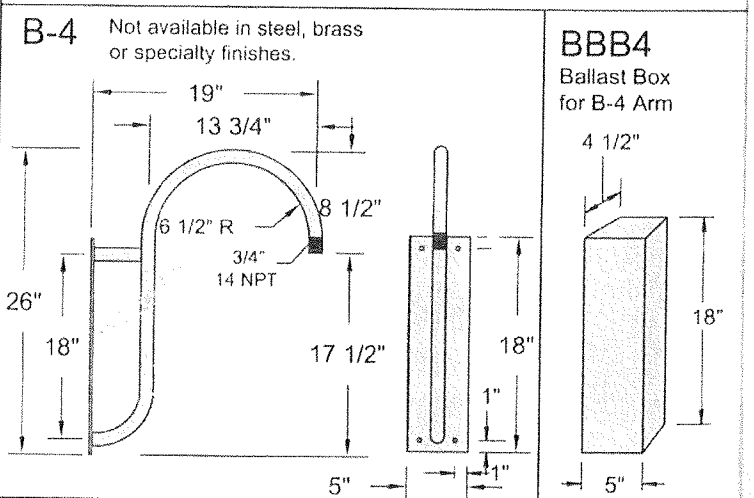
**B-2** Not available in steel, brass or specialty finishes.



**B-3** Not available in steel, brass or specialty finishes.

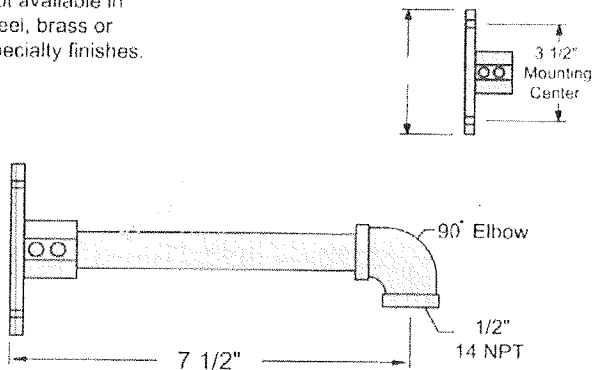


**B-4** Not available in steel, brass or specialty finishes.

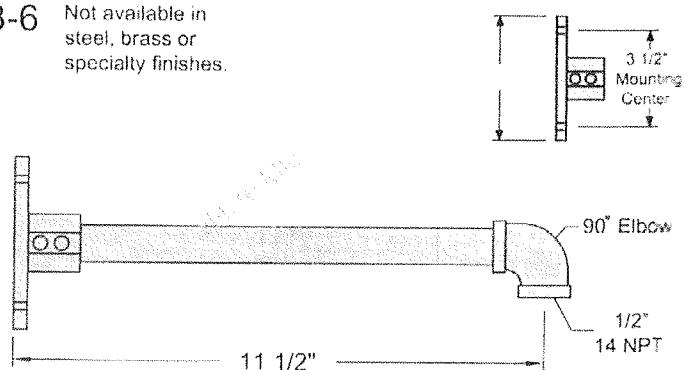


**BBB4**  
Ballast Box  
for B-4 Arm

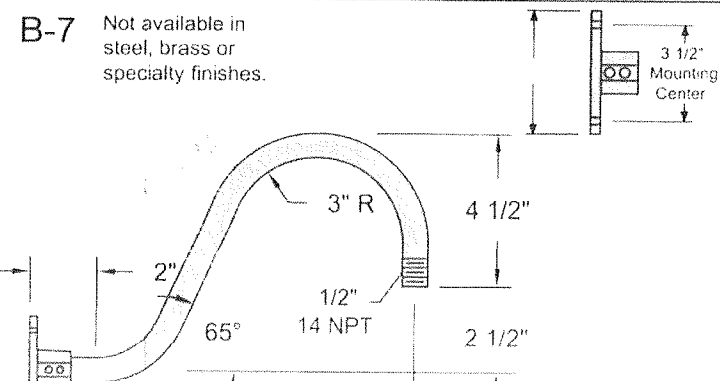
**B-5** Not available in steel, brass or specialty finishes.



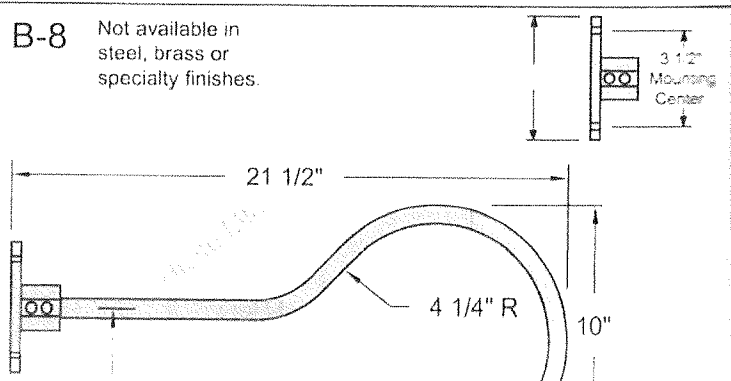
**B-6** Not available in steel, brass or specialty finishes.



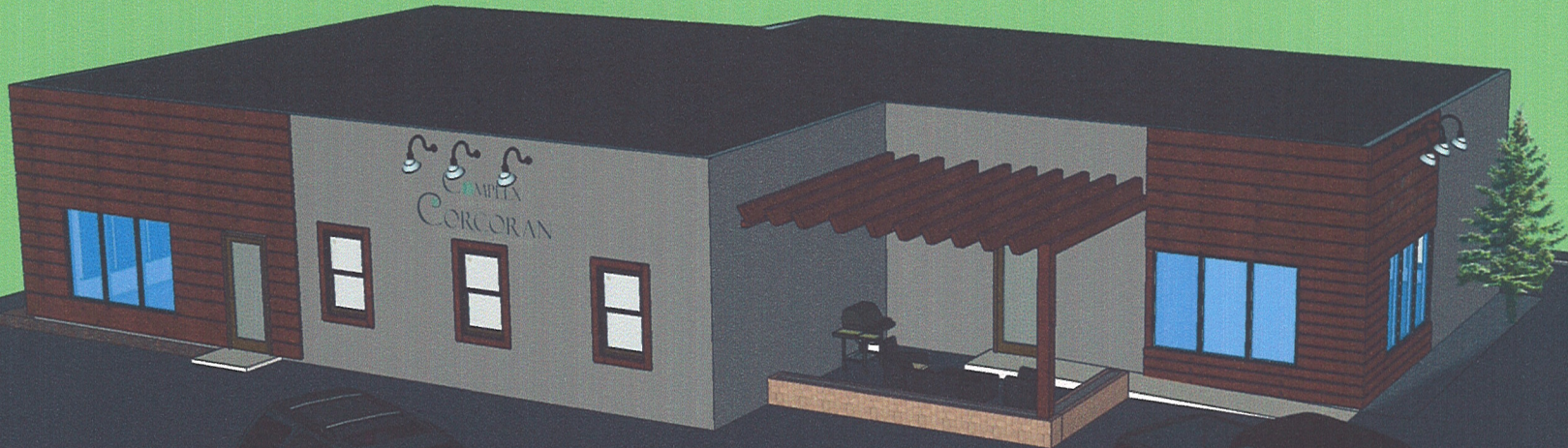
**B-7** Not available in steel, brass or specialty finishes.



**B-8** Not available in steel, brass or specialty finishes.



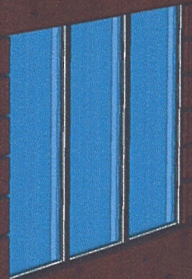
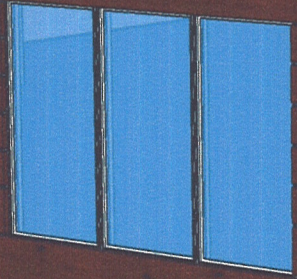
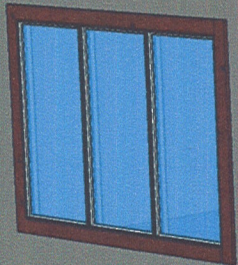








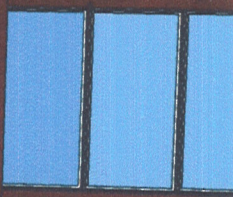
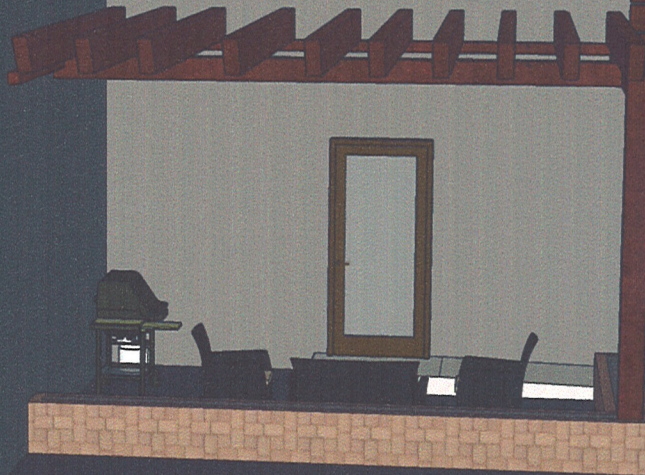
COFFEE  
CORNER





COMPLEX  
MANAGEMENT  
CORCORAN  
COMMERCIAL REAL ESTATE

COMPLEX  
MANAGEMENT  
CORCORAN  
COMMERCIAL REAL ESTATE











DO NOT  
BLOCK  
INTERSECTION

Fox Title Company











**CITY OF ST. CHARLES  
FACADE IMPROVEMENT AGREEMENT**

Program Year: May 1, 2018 to April 30, 2019

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: Ryan Samuelson, R2 Investments

LLC Tax ID# or Social Security #

For the following property:

Address of Property: 423 S. 2<sup>nd</sup> St.

PIN Number: 09-34-131-019

**WITNESSETH:**

**WHEREAS**, the CITY has established a Facade Improvement Program adopted by City Ordinance No. 2017-M-7 ; and

**WHEREAS**, CITY has agreed to participate, subject to its sole discretion, in reimbursing Owners/Lessees for the cost of eligible exterior improvements to buildings through the Façade Improvement Program; and

**WHEREAS**, the OWNER/LESSEE desires to participate in the Facade 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:

A. With respect to Commercial Façade Grant improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of up to twenty five (25%) of the cost of Routine Maintenance Improvements, up to fifty percent (50%) of the cost of Historic Preservation Improvements and other Building Improvements, and up to one hundred percent (100%) of the cost of fees for Architectural Services pertaining to such improvements, provided that the total reimbursement for eligible improvements and architectural services shall not exceed the amount shown in Exhibit I, "Total Reimbursement Amounts", attached hereto.

B. With respect to Residential Façade Grant improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of up to fifty percent (50%) of the cost of Historic Preservation Improvements, and up to one hundred percent (100%) of the cost of fees for Architectural Services pertaining to such improvements, provided that the total reimbursement for eligible improvements and architectural services shall not exceed the amount shown in Exhibit I, "Total Reimbursement Amounts", attached hereto.

The actual total reimbursement amounts per this Agreement shall not exceed the amounts shown in Exhibit I. The improvement costs which are eligible for City reimbursement include all labor, materials, equipment and other contract items necessary for the proper execution and completion 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 II.

SECTION 2: No improvement work shall be undertaken until its design has been submitted to and approved by the City Council. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within the Program Year, ending April 30.

SECTION 3: The Director of Community Development shall periodically review the progress of the contractor's work on the facade improvement pursuant to this Agreement. Such inspections shall not replace any required building permit inspection. 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 Director of Community Development, 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 in the 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 OWNER/LESSEE shall also submit to the CITY a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The CITY shall, within fifteen (15) days of receipt of the contractor's statement, proof of payment and lien waivers, and the architect's statement, issue a check to the OWNER/LESSEE as reimbursement, subject to the limitations set forth in Exhibit "T".

In the alternative, at its sole discretion, CITY may reimburse OWNER/LESSEE in two payments. The first reimbursement may be made only 1) upon completion of work representing 50% or more of the maximum reimbursement specified in Exhibit I hereof ; 2) upon receipt by CITY of the architect's invoices, contractor's statements, invoices, proof of payment and notarized final lien waivers for the completed work; and 3) upon a determination by the Director of Community Development that the remainder of the work is expected to be delayed for thirty days or more following completion of the initial

work due to weather, availability of materials, or other circumstances beyond the control of the OWNER/LESSEE. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

SECTION 5: If the OWNER/LESSEE or his 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, or if the improvements are not completed by the end of the Program Year on April 30, this 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 6: Upon completion of the improvement work pursuant to this Agreement and for a period of five (5) 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 five (5) 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 OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided for in this Agreement unless such changes are first submitted to the Director of Community Development, and any additional review body designated by the Director, 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. If requested by the CITY, OWNER/LESSEE agrees to execute and record a restrictive covenant regarding the maintenance of improvements completed per this agreement.

SECTION 7: 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 facade 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 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 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 facade improvement(s).

SECTION 8: 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 facade improvement provided for in this Agreement.

SECTION 9: This Agreement shall be binding upon the CITY and upon the OWNER/LESSEE and its successors, to said property for a period of five (5) years from and after the date of completion and approval of the facade improvement provided for herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of the provisions of this Agreement.

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

**OWNER/LESSEE**

**CITY OF ST. CHARLES**

\_\_\_\_\_

\_\_\_\_\_

**Mayor**

**ATTEST:** \_\_\_\_\_

**City Clerk**

**EXHIBIT "I"**

**Total Reimbursement Amounts**

**Commercial Façade Grants:**

	<b>Total Estimated Cost</b>	<b>Reimbursement Percentage</b>	<b>Total Maximum Grant Amount</b>
<b>Routine Maintenance Improvements</b>	\$	25%	\$
<b>Historic Preservation Improvements</b>	\$	50%	\$
<b>Building Improvements</b>	\$ 42,837.80	50%	\$ 20,000
<b>Architectural Services</b>	\$	100% (not to exceed \$4000)	\$
<b>TOTAL</b>	\$ 42,837.80	-	\$ 20,000

**Residential Façade Grants:**

	<b>Total Estimated Cost</b>	<b>Reimbursement Percentage</b>	<b>Total Maximum Grant Amount</b>
<b>Historic Preservation Improvements</b>	\$	50%	\$
<b>Architectural Services</b>	\$	100% (not to exceed \$2000)	\$
<b>TOTAL</b>	\$	-	\$

**EXHIBIT "II"**

**Plans, Design drawings, Specifications and Estimates**

Attachments:

Proposal from Midwest Custom Homes  
Quote from Midwest Siding Supply, Inc. dated 4/18/18  
Sales Order from DuPage Lighting, Inc.; dated 2/2/18