	AGENDA ITEM EXECUTIVE SUMMARY						
	Title:	Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 225 W. Main St. (Home Brew Shop)					
	Presenter:	Russell Colby					
Please check appropriate box:							
	Government Operations		Government Services				
X	Planning & Development (6/13/16)		City Council				
Estimated Cost:	\$20,000	Budgeted:	YES	X	NO		
If NO, please explain how item will be funded:							
Executive Summary:							
<p>Edward Seaman, property owner and owner of the Home Brew Shop, has requested a Façade Improvement Grant to renovate the west and south sides of the building.</p> <p>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 first for buildings located in Special Service Area 1B (Downtown Revitalization) and secondarily for other properties located outside SSA 1B but within the Central Historic District. 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, up to \$10,000 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 16-17 is \$40,000.</p> <p>Proposed is removal of the EIFS covering on the west and south elevations and installation of stucco. A stone veneer knee wall will be added on the west elevation. The Historic Preservation Commission reviewed the grant and recommended approval on 5/18/16.</p> <p>The cost of the work is estimated at \$51,100 and the grant would cover up to \$20,000.</p>							
Attachments: <i>(please list)</i>							
Historic Preservation Commission Resolution, Façade Improvement Grant Application, Grant Agreement							
Recommendation / Suggested Action <i>(briefly explain):</i>							
Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 225 W. Main St. (Home Brew Shop)							
For office use only:		Agenda Item Number: 3i					

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 6-2016

**A Resolution Recommending Approval of
A Façade Improvement Grant Application
(225 W. Main St. – Home Brew Shop)**

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

WHEREAS, the Historic Preservation Commission has reviewed the Facade Improvement Grant Application for 225 W. Main 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 Facade Improvement 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 Facade Improvement Application for 225 W. Main St.

Roll Call Vote:

Ayes: Bobowiec, Gibson, Norris, Pretz, Withey

Nays: None

Abstain: None

Absent: Smunt, Malay

Motion Carried.

PASSED, this 18th day of May, 2016.

Chairman

Received 5/11/16

**CITY OF ST. CHARLES
FACADE IMPROVEMENT PROGRAM
APPLICATION FORM**

A non-refundable fee of \$50.00 must accompany this application. Checks should be made payable to the City of St. Charles.

1) Applicant: Edward J. Seaman
(Name)

Home Address: _____
(Street) (City/State/Zip) (Phone)

Business Address: 225 W. Main St., St. Charles, IL 60174 630-377-1338
(Street) (City/State/Zip) (Phone)

Federal Tax ID Number: _____

2) Building or establishment for which the reimbursement grant is sought Home Brew Shop
3 addresses: 225 W. Main St., 10 S. 3rd St. + 12 S. 3rd St.
St. Charles, IL (Street Address)
09-27-364-001
(Property Identification Number)

4) Is this property listed on the National Registry or designated as a Local Landmark: ☐ Yes ☐ No

3) Proposed Improvements(Check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Canopy/Awning | <input type="checkbox"/> Signage |
| <input type="checkbox"/> Windows/Doors | <input type="checkbox"/> Exterior Lighting |
| <input checked="" type="checkbox"/> Tuck pointing/Masonry Repair | <input type="checkbox"/> Restoration of Architectural Features |
| <input type="checkbox"/> Masonry Cleaning | <input type="checkbox"/> Rear Entrance Improvements(Please specify below) |
| <input type="checkbox"/> Painting | |
| <input type="checkbox"/> Other(Please Specify) _____ | |

Describe the scope and purpose of the work to be done:

See Attached

Preliminary Cost Estimate: \$ 48,300.00 City's Grant Amount: \$ 20,000.00

4) Statement of Understanding:

- A. I agree to comply with the guidelines and procedures of the St. Charles Façade Improvement Program.
- B. I understand that I must submit detailed cost documentation, copies of bids, contracts, invoices, receipts, and contractor's final waivers of lien upon completion of the approved improvements.
- C. I understand that work done before a Façade Improvement Agreement is approved by the City Council is not eligible for a grant.
- D. I understand the Façade Improvement reimbursement grants are subject to taxation and that the City is required to report the amount and recipient of said grants to the IRS

Signature Edward J. Seaman
Applicant

If the applicant is other than the owner, you must have the owner complete the following certificate:

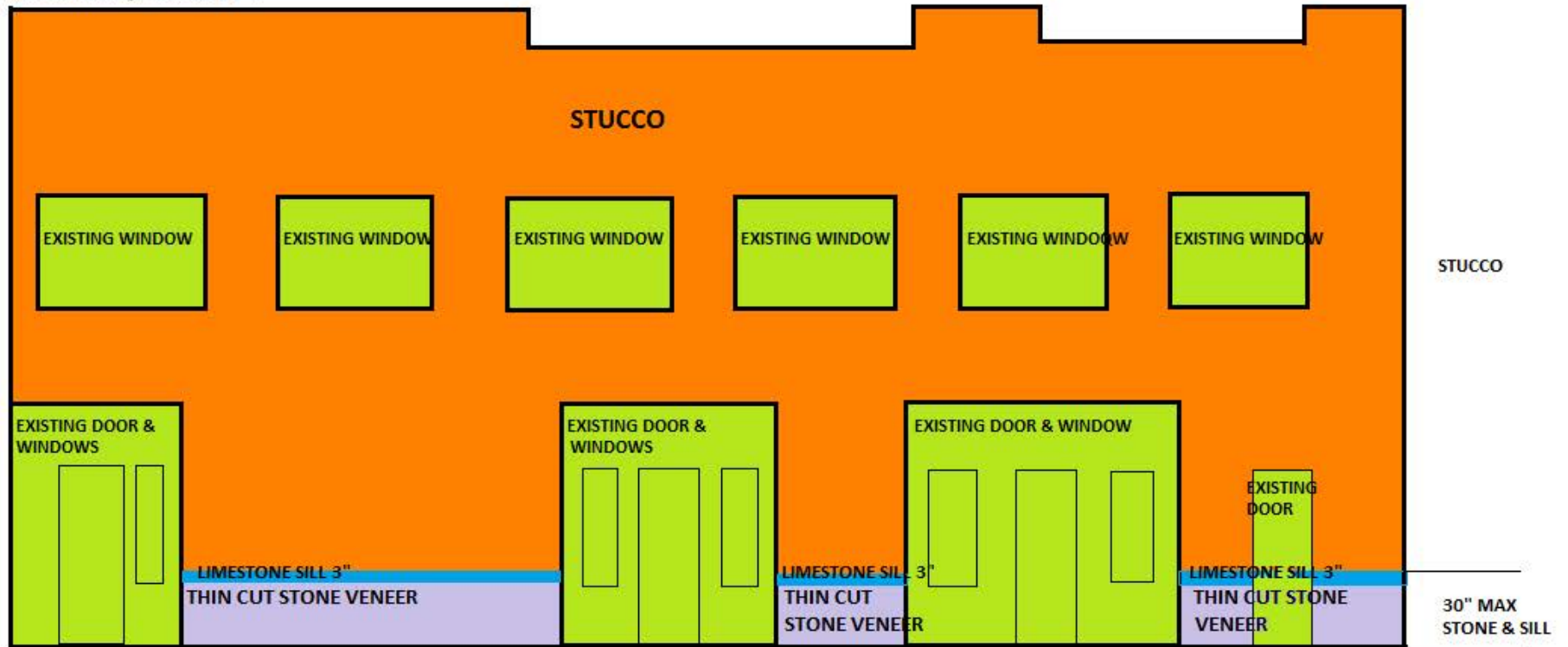
I certify that I am the owner of the property at 225 W. Main St. and that I authorize the applicant to apply for a reimbursement grant under the St. Charles Facade Improvement Program and undertake the approved improvements.

Signature Edward J. Seaman Date 5/11/16
Owner

FACADE RENOWATION

225 W. Main Street

St. Charles, IL 601074



WEST ELEVATION

DK BUILD, CORP.

**Dominik Kubiak
1505 Indian Hill Drive
Bensenville, IL 60106
Tel: 773-742-4447
jkdominik@yahoo.com**

PROPOSAL # PR-32/2016

**PREPARED FOR:
Home Brew Shop
Ed
225 W. Main St.
St. Charles, IL 60174
Tel: 224-238-9303**

**WORK TO BE PERFORMED AT:
225 W. Main St.
St. Charles, IL 60174**

May 10, 2016

WE PROPOSE THE FOLLOWING WHERE DK BUILD CORP. WILL:

1. INSTALL "SENERGY" STUCCO SYSTEM OVER THE PARTIAL EXTERIOR ELEVATION OF SOUTH REAR WALL ONLY (WHICH IS CLAD IN E.I.F.S, Drivit) IN ACCORDANCE WITH MANUFACTURE SPECIFICATIONS, AS FOLLOW:

- Furnish, set up, maintain, dismantle and remove all equipment necessary to complete the Stucco System.
- Remove and haul away all of the E.I.F.S debris.
- Furnish and apply SENERSHIELD liquid Air/Water- Resistive Barrier over existing masonry elevation.
- Furnish and install Corrosion-resistant wire lath/PermaLath, casing beads and corner beads.
- Furnish and install scratch and smooth/brown coat of Stucco, mixture of Portland Cement, Lime, Sand and Polymers in the mixture to add strength.
- Furnish and install reinforcing fiber mesh embedded in SENERGY® ALPHA BASE COAT, a 100% acrylic base coat that is field-mixed with Type I or Type II Portland cement over entire stucco area for extra strength.
- Furnish and install Senerflex acrylic-based textured color finish coat. SENERFLEX® FINISHES are 100% acrylic polymer finishes with advanced technology to improve long-term performance and dirt pick-up resistance.
- Furnish and install sealant Dow Cornig CWS or Dymonic FC with backer rod at all wall penetrations and transitions with other claddings over Stucco area only in accordance with the manufacturer specifications.
- All debris relating to our work will be hauled away.

LABOR & MATERIAL: \$9,300.00*

***ANY REQUIRED REPAIR OF STRUCTURE/SUBSTRATE AFTER E.I.F.S REMOVAL WILL BECOME AN EXTRA CHARGE.**

ALL WORK WILL BE PROFESSIONALLY COMPLETED ACCORDING MANUFACTURERS SPECIFICATIONS

2. INSTALL "SENERGY" STUCCO SYSTEM OVER THE PARTIAL EXTERIOR ELEVATION OF WEST SIDE WALL ONLY (WHICH IS CLAD IN E.I.F.S, Drivit) IN ACCORDANCE WITH MANUFACTURE SPECIFICATIONS, AS FOLLOW:

- Furnish, set up, maintain, dismantle and remove all equipment necessary to complete the Stucco System. EXCEPT CANOPY SCAFFOLDING IF REQUIRED BY THE CITY OF ST.CHARLES.
- Remove and haul away all of the E.I.F.S debris.
- Furnish and apply SENERSHIELD liquid Air/Water- Resistive Barrier over existing masonry elevation.
- Furnish and install Corrosion-resistant wire lath/PermaLath, casing beads and corner beads.
- Furnish and install scratch and smooth/brown coat of Stucco, mixture of Portland Cement, Lime, Sand and Polymers in the mixture to add strength.
- Furnish and install reinforcing fiber mesh embedded in SENERGY® ALPHA BASE COAT, a 100% acrylic base coat that is field-mixed with Type I or Type II Portland cement over entire stucco area for extra strength.
- Furnish and install Senerflex acrylic-based textured color finish coat. SENERFLEX® FINISHES are 100% acrylic polymer finishes with advanced technology to improve long-term performance and dirt pick-up resistance.
- Furnish and install sealant Dow Cornig CWS or Dymonic FC with backer rod at all wall penetrations and transitions with other claddings over Stucco area only in accordance with the manufacturer specifications.
- All debris relating to our work will be hauled away.

LABOR & MATERIAL: \$34,500.00*

***ANY REQUIRED REPAIR OF STRUCTURE/SUBSTRATE AFTER E.I.F.S REMOVAL WILL BECOME AN EXTRA CHARGE.**

ALL WORK WILL BE PROFESSIONALLY COMPLETED ACCORDING MANUFACTURERS SPECIFICATIONS

OPTION FOR WAINSCOT WALL IN THIN CUT STONE VENEER OVER WEST SIDE WALL ONLY

INSTALL THIN CUT STONE VENEER OVER THE PARTIAL EXTERIOR ELEVATION OF WEST SIDE WALL UP TO 3 FEET HIGH ONLY (WHICH IS CLAD IN E.I.F.S, Drivit) IN ACCORDANCE WITH MANUFACTURE SPECIFICATIONS, AS FOLLOW:

- **Furnish, set up, maintain, dismantle and remove all equipment necessary to complete the E.I.F. System. EXCEPT CANOPY SCAFFOLDING IF REQUIRED BY THE CITY OF ST.CHARLES.**
- **Remove and haul away all of the E.I.F.S debris.**
- **Furnish and apply SENERSHIELD liquid Air/Water- Resistive Barrier over existing masonry elevation.**
- **Furnish and install Corrosion-resistant wire lath and casing beads.**
- **Furnish and install scratch coat of mortar, mixture of Portland Cement, Lime, Sand and Polymers in the mixture to add strength.**
- **Furnish and install Thin Cut Stone Veneer set in standard grey color mortar. ALLOWANCE FOR THIN STONE INCLUDED IN PRICE OF \$3,600.00**
- **Pressure wash stone veneer after completion.**
- **Furnish and install sealant Dow Cornig CWS or Dymonic FC with backer rod at all wall penetrations and transitions with other claddings over new Stone area only in accordance with the manufacturer specifications.**
- **All debris relating to our work will be hauled away.**

LABOR & MATERIAL: \$9,800.00 * , **

***ANY REQUIRED REPAIR OF STRUCTURE/SUBSTRATE AFTER E.I.F.S REMOVAL WILL BECOME AN EXTRA CHARGE.**

**** WITH THIS OPTION STUCCO WILL COST \$4,100.00 LESS OF TOTAL PRICE.**

ALL WORK WILL BE PROFESSIONALLY COMPLETED ACCORDING TO MANUFACTURERS SPECIFICATIONS

INSTALL ALUMINUM COPING OVER WEST PARAPET WALL ONLY, AS FOLLOW:

- Remove clay copings from west wall only.
- Furnish and install aluminum coping over west parapet wall.
- All debris relating to our work will be hauled away.

LABOR & MATERIAL: \$1,600.00

PAYMENT TERMS AND OTHER CONDITIONS

Any alteration or deviation from above specifications that result in additional costs will be executed only upon written order and will become an extra charge over and above the contract price. All agreements contingent upon strikes, accidents, acts of God, weather or delays beyond our control.

This contract may be terminated within three business days from the signing date with no obligation either to you or DK BUILD, CORP. Any deposits or money advanced will be refunded.

This contract may also be terminated by either you or DK BUILD, CORP, at any time before the work described is completed. In this event, under the Illinois law, you are obligated to pay for the portion of the work that was completed prior to the cancellation.

The customer agrees to pay the above specified balance upon completion of the job, and to secure the payment of said amount the customer hereby authorizes, irrevocably, any attorney of any Court of Record to appear for him in such court, at any time to confess a judgment, without process, in favor of the contractor or holder hereof, for such amount as may appear to be unpaid hereon, together with interest there on at 18% per annual or 1.5% per month from 30 days after the date of completion of the job , plus costs and reasonable attorney fees, and to waive release all errors which may intervene in any such proceedings and to consent to immediate execution upon such judgment, hereby ratifying and confirming all that my said attorney may do by virtue hereof after the first month job is completed.

PAYMENT SCHEDULE

- **25% DEPOSIT**
- **25% UPON MATERIAL DELIVER**
- **BALANCE DUE UPON COMPLETION**

NOTE – Above quoted proposal total is valid for 30 days from date issued. Storage chargers and/or price increases may occur due to fluctuating material cost if project is no initiated within 30 days after DK BUILD, CORP. receives signed contract. The offer may be withdrawn by us, if not accepted within 30 days.

Senergy®

Stucco Resurfacing Systems

Repair with Confidence





Repair with Confidence

The common practice of patching and painting stucco cracks is only a short term fix. Senergy offers a longer-lasting approach to stucco repair.

Although its composition has been modified since the 1800's, stucco has been used as a reliable and durable wall cladding since ancient times.

Like any other cladding, stucco requires maintenance. Stucco, by nature, is brittle and has limited ability to tolerate building movement and freeze/thaw cycles. It cracks. Repair of minor hairline cracks is not critical or urgent, but as cracks spread and grow, they create potential for several undesirable and potentially costly conditions such as moisture intrusion, damage to the building's framing, leaks into the interior, etc.

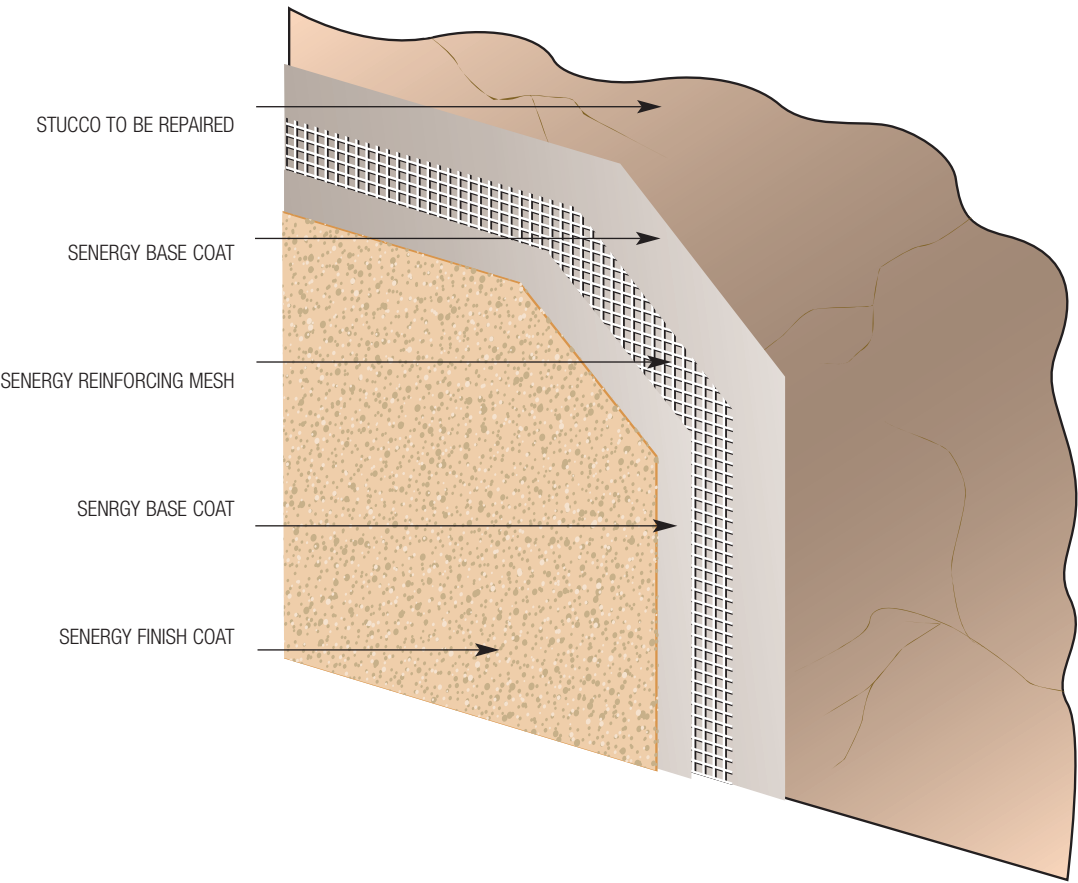
Repairs Designed to Last

The common practice of patching and painting stucco cracks is only a short term fix. New cracks will appear and patched cracks will reappear. Paint can also lose its bond, creating additional maintenance challenges.

Senergy offers a longer-lasting approach to stucco repair. A Senergy Stucco Resurfacing System creates a beautifully colored, textured and reinforced skin over the stucco surface. In addition to covering cracks for wall protection, its reinforced acrylic base coat and finish are able to resist new cracking.

Benefits include:

- Senergy Stucco Resurfacing Systems are the only approach to repair that truly adds crack resistance over the existing stucco wall;
- They provide a longer lasting approach to repairs – colored finishes are fade – crack – and peel-resistant. Composed of acrylic and cement materials, the base coats are compatible with stucco and will not lose their bond;
- They provide added weather resistance, protecting even against wind driven rain;
- With their inherent high water vapor permeability, they allow the wall to breathe, a necessity for long term performance;
- They yield a more uniform appearance; the building looks better from the street and the walls look better close up;
- With their wide adaptability and their easy integration of shapes, they expand design flexibility with superior aesthetics, enabling the total transformation of a building's appearance;
- Options allow for the replication of brick, cut stone, metal panels, granite, and more.





Stucco Resurfacing System Components

The Basics

For most applications over stucco, installation is a two step process that includes the following proven Senergy products

Alpha Base or Alpha Dry Base Coat

Both exhibit a strong tensile bond to prepared stucco. Alpha Base is comprised of an acrylic liquid that is mixed at the job site with Portland cement. Alpha Dry is a powdered version that requires only mixing with potable water at the job site.

Reinforcing Mesh

A 4 ounce/yd² woven fiberglass mesh, specially treated for resistance to the alkalinity present in stucco and cement. Mesh embedded in Senergy base coat delivers a high level of crack resistance that stucco alone can never provide.

Senerflex Finishes

Available in an endless color selection, Senerflex finishes come in seven textures. All are formulated from 100% acrylic resins to ensure flexibility, fade resistance, crack resistance and long term performance.

System Options and Upgrades

In addition to the basics, Senergy offers several products designed to address specific challenges posed by a project or to enhance the appearance or extend the performance of the finished wall:

- Tinted Primer/Stuccoprime – improve the finish appearance and reduce the chance of efflorescence.
- Xtra Stop Base Coat for added weather resistance around window

sills and jambs, parapet caps, and near landscaping.

- Senerlastic Finish – all the colors and most of the textures of Senerflex Finishes are also available in this elastomeric version which some owners prefer for its added flexibility.
- Specialty Finishes can provide the look of monolithic stone or brick, replicate the look of metal panels or provide several other unique looks that have to be seen to be appreciated.
- Senerflash – peel and stick membranes around rough openings in wall prior to installation of replacement windows
- Sonolastic 150 with VLM Technology Sealant – designed specifically for EIFS and stucco, it is backed by a single source warranty from BASF for the wall surface and sealant.
- In addition, decorative expanded polystyrene shapes are easily and economically integrated into the renovation, adding a high degree of visual interest to the building – at a very good value.



Reasons to consider Senergy® Wall Systems

1

Proven track record

Since 1979, Senergy® has been a leading brand in the EIFS and stucco industry.



2

Single source warranty

BASF stands behind the cladding and sealant. Sonolastic® 150 with VLM technology is the sealant designed for EIFS and stucco systems by our sister company, BASF Building Systems. Obtain more information at www.BASFwallsystems.com.



3

Technical support

- Consultation
 - On site
 - Plan review
- WVT analysis
- Additional engineering feedback



4

Vast, strategically located distributor network

Knowledgeable and service-oriented



5

Wide flexibility in aesthetics

- Color, texture and form
- Replicate brick, cut stone, metal panels, granite
- Totally transform a building's appearance



6

Access to approved applicators



7

Backed by BASF, the world's largest chemical company





POLYMER MODIFIED STONE VENEER MORTAR

U. S. A.

1-888-SPECMIX

DIVISION
MASONRY PRODUCTS **04**



Ultimate Bond. Non Sagging.

SPEC MIX® Polymer Modified Stone Veneer Mortar (PMSVM) is a technologically advanced adhered veneer mortar for use in bonding adhered manufactured stone veneer, natural thin cut stone and thin brick to a cementitious substrate. PMSVM is designed to provide excellent workability, cohesion, high bond strength, sag resistance, water resistance, efflorescence minimization, and durability. SPEC MIX PMSVM is the ideal solution for architects and contractors with projects where an immediate and ongoing need for mortar delivering high bond strength and sag resistance during installation is required. In applications where mortar joints are not utilized, such as dry stack

applications, SPEC MIX PMSVM should be used to gain additional bond strength and "pop-off" protection. Installing natural thin cut stone veneer is aided by the unique anti-sag and high bond properties of SPEC MIX PMSVM.

SPEC MIX PMSVM meets the requirements of ASTM C 1714 and ASTM C 270 for Type S and N mortar including ANSI 118.4 (F-5.1.5) and ACI 530 shear bond standards. SPEC MIX PMSVM has been rigorously tested to reduce the probability of unit "pop-offs" and contractor call-backs to repair adhered veneer failures common with standard mortars. SPEC MIX PMSVM is available in standard and custom colors.

In addition to custom mix designs that are available for specific applications or properties, the SPEC MIX Polymer Modified Stone Veneer Mortar is designed to be compatible with the characteristics of most all specified adhered masonry veneer units. It is acceptable for all types of construction: concrete, masonry, wood frame or steel studs, with submittals available upon request.

AVAILABLE IN COLOR



MATERIALS USED

CEMENT
MASON SAND
HYDRATED LIME
PERFORMANCE ADMIXTURES



HIGH BOND STRENGTH

NON-SAG PERFORMANCE & REDUCED CRACKING
REDUCES POP-OFFS, CALL BACKS & REPAIRS
RESISTANCE TO WATER PENETRATION & EFFLORESCENCE
PREBLENDED WITH SAND TO MINIMIZE LABOR & WASTE
CONSISTENT QUALITY CONTROL WITH EVERY BAG
GREAT WORKABILITY AND BOARD LIFE
AVAILABLE IN STANDARD & CUSTOM COLORS



3rd St

Home Brew Shop
BEER & WINE MAKING PROFESSIONALS

Home Brew Shop
BEER & WINE MAKING PROFESSIONALS

STAMPS
TIBLES

OPEN

DETOUR
AHEAD





Team Brew Shop
BEER & WINE PROFESSIONALS





12

HOM
BREV
SHO
377 13





**City of St. Charles
Facade Improvement Agreement**

THIS AGREEMENT, entered into this 20th day of June, 2016, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: Edward Seaman
Name of Business: Home Brew Shop
Tax ID#/Social Security #
Address of Property to be Improved: 225 W. Main St., St. Charles, IL 60174
PIN Number: 09-27-364-001

WITNESSETH:

WHEREAS, the CITY has established a Facade Improvement Program for application within the St. Charles Facade Improvement Business District ("District"); and

WHEREAS, said Facade Improvement Program is administered by the CITY with the advice of the Historic Preservation Commission and is funded from the general fund for the purposes of controlling and preventing blight and deterioration within the District; and

WHEREAS, pursuant to the Facade Improvement Program 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 and 2) in reimbursing Owners/Lessees for 100% of the cost of the services of an architect for such facade improvements up to a maximum of \$4,000 per building, as

set forth herein, but in no event shall the total CITY participation exceed ten thousand dollars (\$10,000) per facade, as defined herein, for eligible improvements to the front and/or side of a building, and ten thousand dollars (\$10,000) per building for eligible rear entrance improvements, with a maximum reimbursement amount of twenty thousand dollars (\$20,000) per building; and

WHEREAS, the OWNER/LESSEE's property is located within the Facade Improvement Business District, and 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 facade improvements to the front and side of a building and related eligible improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of fifty percent (50%) of such cost, and shall reimburse OWNER/LESSEE for 100% of the cost of fees for architectural services pertaining to such improvements, up to a maximum amount of \$4,000 per building as defined herein, provided that the total reimbursement for improvements to the front and side of a building and related eligible improvements and architectural services shall not exceed ten thousand dollars (\$10,000) per facade as defined herein.

B. With respect to improvements to rear entrance(s) of a building and related eligible improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of fifty percent (50%) of such cost, and shall reimburse OWNER/LESSEE for 100 % of the cost of fees for architectural services pertaining to such improvements, up to a maximum amount of \$4,000 per building, provided that reimbursement for landscaping materials and installation shall not exceed \$1,000 per building, and provided that the total

reimbursement for rear entrance and related eligible improvements and architectural services shall not exceed ten thousand dollars (\$10,000) per building.

The actual total reimbursement amounts per this Agreement shall not exceed **\$20,000** for facade improvements to the front and side of a building and related eligible improvements and \$0 for improvements to rear entrance(s) of a building and related 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 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 I.

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 six months from the date of such approval.

SECTION 3: The Director of Community and Economic 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 permit inspection by the Building Commissioner and 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 Director of Community and Economic 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 for one-half of the approved construction cost estimate or one-half of the actual construction cost, whichever is less, and for 100% of architectural services fee, subject to the limitations set forth in Section 1 hereof.

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 Section 1 hereof and 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 and Economic 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, then upon written notice being given by the Director of Community and Economic Development 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 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 and Economic 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. OWNER/LESSEE shall execute and record a restrictive covenant, in a form substantially the same as Exhibit "II" hereto, at City's request.

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”

Proposal from DK Build, Corp. dated 5/10/16

Stone veneer to be installed in regular tiers / a uniform pattern.

Per the attached rendering.

Total Estimated Cost:	\$51,100
Maximum Grant:	\$20,000