CITY OF ST. CHARLES ILLINOIS • 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	**Agenda Item Number: *4h**
	Title:	Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 115 Cedar Ave.
	Presenter:	Rachel Hitzemann

Meeting: Planning & Development Committee **Date**: August 10, 2020

Historic Recommendation: $7,745.50	Budgeted Amount: $30,000 ($11,167 Remaining)	Not Budgeted: ☐

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

Program Description

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.

Proposal

Jeff Dawson, owner CWS Ingredients LLC, has requested a Façade Improvement Grant for his building located at 115 Cedar Ave. The grant is for façade work that includes masonry and carpentry work, replacement of the fascia and painting.

Historic Commission review – 6/3/2020

The Historic Commission reviewed the project and determined the work would be eligible for a 50% reimbursement on eligible items. There was a unanimous vote to recommend approval for the full eligible grant amount of $7,745.50; citing the significant age of the structure, the proximity to downtown and the high visibility of the structure on the block.

Grant Amount

Total Cost of Project: $18,323
Total Cost of Eligible improvement items: $15,491

The project is eligible to receive up to $7,745.50.

Attachments (*please list*)**:**
Historic Commission Resolution, Program Requirements, Façade Improvement Grant Application, Grant Agreement

Recommendation/Suggested Action (*briefly explain*)**:**
Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 115 Cedar Ave.

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 4-2020

A Resolution Recommending Approval of A Façade Improvement Grant Application (115 Cedar Ave.)

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 115 Cedar Ave. 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 said Facade Improvement Grant Application to be in conformance with the program requirements.

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council approval of the Facade Improvement Application; because the structure is significantly old, has high visibility from downtown and is located close to an up and coming entertainment district.

Roll Call Vote:
Ayes: Norris, Smunt, Pretz, Mann, Kirsininkas, Kessler
Nays: None.
Abstain: None
Absent: Malay
Motion Carried.

PASSED, this 15th day of July, 2020.

_____
Chairman

3. Commercial Façade Grant

- Eligible Properties:
  Commercial or Multi-Family Residential Buildings (two or more units) located within either:
  - Special Service Area #1B
  - Historic District or Landmark Site

  Properties in SSA #1B are given first priority at the beginning of the program year.

- Minimum Project Cost: $2,500

- Grant for Front or Side Facades (visible from street): Maximum grant amount is based upon the frontage of the façade to be renovated, at a maximum of $10,000 per 30 ft. horizontal length of façade. A facade is defined as a thirty foot wide span along the front or side of a building facing a public street, measured along the building wall generally parallel to the right of way line. For building fronts or sides exceeding thirty feet, a pro rata amount will be applied.

- Grant for Rear Entrance Improvements: Maximum grant amount of $10,000, available for buildings with an existing or proposed rear entrance that is accessible to the public from a dedicated public street, alley, or other right of way, or from a parking lot or walkway that is owned or leased by the City, or from other property that is encumbered by an easement granting public pedestrian access. The rear entrance to be improved must provide public access to a business or businesses within the building.

- Maximum Grant Limits:
  - Total grant amount during any five-year period is capped at $20,000.
  - For properties on the National Register of Historic Places or Locally Designated Landmarks, the total grant amount for any five-year period is capped at $30,000.

- Eligible Improvements:

  - 25% Reimbursement for Routine Maintenance:
    - ✓ Cleaning, patching, caulking of exterior surfaces.
    - ✓ Re-coating of paint on exterior surfaces (without extensive surface preparation)
    - ✓ Re-roofing visible roof surfaces with non-historic material (such as 3-tab or architectural grade asphalt shingles)
    - ✓ Spot masonry repairs or tuckpointing
    - ✓ Like-in-kind replacement of non-historic elements on a building

  - 50% Reimbursement for:

    For Historic structures, maintenance utilizing Historic Preservation practices:
    - ✓ Repair or restoration of historic features
    - ✓ Replacement of deteriorated historic features with like materials or appropriate synthetic materials
    - ✓ Re-roof or repair of visible roof surfaces with non-standard materials (such as wood shake, slate, or other decorative non-standard materials)
    - ✓ Extensive restoration/repair of historic masonry material
    - ✓ Painting of exterior surfaces where the surface preparation includes removal of worn/failing paint and intensive surface preparation prior to painting

    Building improvements:
    - ✓ Exterior building upgrades or enhancements that will improve the historic character of a building
    - ✓ Improvement, replacement or installation of storefront systems, doors, windows and trim materials.
    - ✓ Removal of architecturally inappropriate features on buildings (including removal of synthetic surface materials)
    - ✓ Exterior lighting that illuminates a façade

- <u>100% Reimbursement for Architectural Services (Up to $4,000)</u>
    - Where architectural services are required, the owner or tenant should retain an architect to prepare a conceptual design and cost estimate for work proposed. If the project is approved by the City, the architect may provide bidding and construction plans and documents, as well as construction supervision. Only those architectural services directly related to the approved facade improvement will be reimbursed.

- <u>Ineligible Improvements:</u>
    - Signs and Awnings, unless in connection with other eligible improvements.
    - Any interior improvement or finishes
    - Any improvements to internal building systems, including HVAC, plumbing, electrical (except for wiring for exterior lighting)
    - Any site improvements, including sidewalks, parking lots and landscaping.

- Improvements not specifically listed as eligible or ineligible are subject to review as to eligibility by the Historic Preservation Commission as an advisory body and approval or disapproval by City Council.

FAÇADE IMPROVEMENT GRANT APPLICATION

COMMUNITY & ECONOMIC DEVELOPMENT DEPT. /PLANNING DIVISION — CITY OF ST. CHARLES

ST. CHARLES
SINCE 1834

Received Date
RECEIVED
St. Charles, IL
JUL 10 2020
CDD
Planning Division

Grant Type (select one):

☑ Commercial ☐ Residential

Property Information:

Building or establishment for which the reimbursement grant is requested:

Address: 115 Cedar Ave

Property Identification Number: 09-27-386-015

Applicant Name: Jeff Dawson

Project Description:

Masonry – Columns, Chimney
Stripping, cleaning, power washing, patching, wood repairs
Painting – entire bldg
Roofing
Carpentry – wood fencing between columns

Total Cost Estimate: $ 18,323

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)

Applicant Contact Information:

Phone Number: (630) 940-8142

Email Address: JDAWS2024@GMAIL.COM

Statement of Understanding:

- ☑ I agree to comply with the guidelines and procedures of the Façade Improvement Grant Program. I have read and understand the "Terms and Conditions".
- ☑ 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.
- ☑ I understand that work done before a Façade Improvement Agreement is approved by the City Council is not eligible for a grant.
- ☑ 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: _____ Date: 7-10-20
Applicant

Owner Authorization (if applicable):

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 _____, 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: _____ Date: _____
Owner

Gerry@gklemmroofing.com

G. Klemm Roofing, Co.

217 Grant Ave. Geneva, IL 60134, 630-232-9010

July 7, 2020

Jeff Dawson
115 Cedar Ave.
St. Charles, IL
940-8142

I hereby submit proposal for roofing work on lower level at above address.
* Replace one sheet of bad plywood on overhang around lower roof level.
* Patch over wood with modified bitumen rolled roofing.
* Install modified bitumen roofing on wall between scuppers.
* Apply white elastomeric coating over roof and overhang.
* Remove all scrap.
* Guarantee: 2 years

We propose to furnish material and labor in accordance with above specifications for a sum not to exceed:
Two thousand, eight hundred and thirty two dollars----------$2,832.00

Alternates:
1) Replace bad fascia board around lower level roof below overhang and replace bad wood on bottom of gates.
Add: $2,466.00 Yes___No___

Payment to be made as follows: On completion.
This proposal may be withdrawn if not accepted within 30 days.

Respectfully submitted,
Gerald A. Klemm
President

To accept this proposal please sign and return enclosed copy. Thank you.

_____ Date _____

Jdaws2024@hotmail.com

Big Red Masonry Inc. 6/22/2020

P O Box 721

Elburn 60119

Barbara Dawson

Thank You for the opportunity to quote the masonry work on 115 Cedar Avenue St Charles Illinois.
the scope of the work and cost of proposal are as follows; demo the top of three piers rebuild, demo one 13 foot pier and rebuild, demo the chimney and rebuild it with overhanging concrete cap
Material data sheets submitted upon request. Experienced crew with OSHA safety certifications Provided, G.C. schedule and site meetings compliance, site kept orderly, debris loaded into G.C. dumpsters.

Masonry professionally cleaned if needed , no caulking , winter conditions

Not included

Please call with any questions.

Cost($5600.00) All labor, materials, equipment and insurance included.

Insurance certificate provided upon proposal acceptance.

Respectfully submitted

Big Red Masonry Inc.

Michael Mealman

Acceptance:

Midwest Commercial Painting

July 6, 2020

- Specialists in Apartment, Townhome, and Commercial Painting
- Wood Replacement & Repair
- Powerwashing
- Interior & Exterior
- Full Line Decorating
- Fully Insured
- 40 Years Experience
- Exterior Color Consultation
- Expert Quality

419 Plaza Dr. Suite 2
Westmont, IL
60559

Ph: 630.971.0405

Fax: 630.971.1726

Member

Mr. Jeff Dawson
115 Cedar Ave.
St. Charles, IL, 60714

RE: Exterior Painting

Dear Mr. Dawson:

Thank you for the opportunity to prepare a proposal for the exterior painting we discussed. I have done a thorough analysis of the work to be done and have included all notes on the work in the proposal.

As with all quality painting, 90% is preparation. Our proposal includes, pressure washing, caulking and puttying where necessary, full priming on all brick, and application of one premium quality finish coat to all areas.

In addition to the specifications I have included a sample Certificate of Insurance, a reference list, materials information sheets, and a sample Quality Control Monitoring Checklist (QCM). The QCM is our way of ensuring your satisfaction. We ask you to grade our work so that we know you are completely satisfied with the work done.

Once again, thank you for choosing Midwest Commercial Painting to prepare a proposal for your properties. If you have questions feel free to contact me at (630) 971-0405. Our office staff is here from 9:00 AM to 5:00 PM, Monday through Friday.

Sincerely,

Russ Kukla
Operations Manager

Midwest Commercial Painting, Inc.
2020 Proposal for Exterior Painting at
115 Cedar Ave.
St. Charles, IL

Project #: 115CED-EXT20
Address 115 Cedar Ave.
St. Charles, IL 60714

Contact: Jeff Dawson

Phone: 630-940-8142
E-Mail: jdaws2024@gmail.com

Specifications for Preparation and Painting of Exterior Surfaces

July 6, 2020

I. Scope of Work

Price A) Building Exterior Prepare and paint all brick, facia boards, gutterwork, window frames, exposed windows, door frames, doors, posts, underside of overhang, metal railings, shutters, wood fence sections, and all brick. Price includes a full primer coat on all brick.

II. Term of Contract

A) The term of this contract is for the Summer 2020 painting season only. The term for completion is approximately one week for the painting given acceptable weather. Crew size will range from 3-4 painters. Start up date is dependent upon contract acceptance and weather.

III. Weather Conditions

A) Work will be completed on schedule with allowances for anticipated or actual rainfall, high/low ambient temperatures or excessively humid conditions. Contractor will make all reasonable efforts to apply coatings after dew has evaporated.

IV. Permits

A) No permits are required by the state or the City of St. Charles, IL for this project.

V. Parking and Access

A) Owner will identify, reserve and mark appropriate parking areas in locations to be determined by mutual agreement prior to commencement of work. Parking and staging will be limited to these areas.

VI. Materials and Tools Storage

A) Contractor will provide secure storage for materials and tools on site in a predetermined agreed upon location. Owner will not be held liable for lost, stolen, or damaged materials stored on site.

VII. General Surface Preparation

A) ***Powerwashing:*** Areas listed in the scope of the work will be powerwashed prior to painting to remove any surface salt, dirt, oil, grease, and loose paint that could impede a strong adhesion between the paint and the substrate. A minimum of 48 hours advance notice will be given to owner subject to weather conditions prior to the commencement of project being prepared and painted. Ample drying time will be provided prior to application of primer/finish coats. All wood trim areas on window frames will be hand washed to avoid any damage to rotted or unstable wood. Windows will be rinsed with copious amounts of water to aid in removing water spotting caused by powerwashing soffit areas. Window glass will not be hand washed at any time by Contractor.

1) Owner will make available exterior water service spigots as well as appropriate electrical outlets reserved for this project.

2) All electrical cords used by Contractor on this project will be taped down to floors and walkways to avoid a tripping hazard on walks or floors.

3) Contractor is responsible for notification of residents affected by this project. Contractor will supply Resident Notification Memo's (attached) to all entrances to allow residents ample time to remove items from deck areas and to close windows to avoid overspray from powerwashing.

4) All powerwashing equipment used by Contractor falls within the acceptable range of 2,000 to 2,500 psi and has a flow rate of 2 to 4 gpm. A 0 degree oscillating nozzle and/or a 15 degree nozzle will be used for removal of dirt, salt, oil, grease, and peeling paint.

5) Paint chips resulting from powerwashing will be cleaned up as soon as they are dry. Chip removal will be by sweeping, raking, and powered vacuum. Every effort will be made to keep areas clean.

B) ***Mildew/Algae:*** Any areas exhibiting mildew/algae growth will be treated with a bleach/water solution and then wiped/rinsed clear.

C) ***Scraping:*** All loose and peeling paint on wood and masonry surfaces will be scraped back to a firm substrate prior to painting. This will be achieved through the use of scrapers, wire brushes. and 60 to 100 grit sandpaper. Glossy surfaces will be dulled prior to painting with 60 to 100 grit sandpaper.

D) ***Tarping:*** All areas that will be adjacent or below the work areas will be covered with dropcloths to keep drips to a minimum. This includes all shrubs, sidewalk areas, deck areas, and roof surfaces. Care will be taken not to damage any of the existing landscaping.

E) ***Previous Drips:*** Contractor takes no responsibility for previous drips, smears, or spills that are present from previous painting work on the property prior to the work to be done specified here. No attempt will be made to remove such drips, smears, spills, excess caulk or roofing tar unless prior approval is arranged and additional payment agreed upon in writing.

F) ***Caulking:*** Caulking will be checked for soundness and moisture resistance. Loose and unstable caulking will be removed and replaced with a new bead of caulk applied. Caulking will be applied to all wood/masonry unions and cracks where moisture seepage could occur and prematurely cause the coating to fail. Sherwin-Williams Pro's Select 35 Year Guaranteed Siliconized Acrylic Caulk.

G) ***Glazing:*** There are no windows within the scope of this project where glazing compound is used.

H) ***Wood Repair/Replacement:*** Wood repair/replacement is not part of the scope of this proposal. All rotted or unstable wood will be reported immediately to the Owner.

I) ***Priming:*** Spot priming will occur once the substrate has been properly prepared as above.

1) Bare wood surfaces to be painted will be spot primed with Kover Stain Alkyd Primer tinted to 75% of topcoat color.

2) Masonry areas will be primed with Sherwin-Williams Loxon Masonry Conditioner.

3) Bare metal surfaces will be spot primed with rust inhibitive primer.

J) ***Feather Sanding/Stripping:*** No feather sanding or stripping of any surface is included in this quotation.

VIII. Painting (Coating Surfaces) and Materials

A) ***Materials:*** All areas included in the scope of the work will receive one (1) finish coat as specified below, as well as spot priming bare areas exposed by surface preparation.

1) Sherwin Williams Resilience Flat finish for all brick surfaces. Sherwin Williams Resilience Satin for all wood trim. Sherwin Williams Pro Industrial Urethane Modified Alkyd Enamel Semi-gloss for railings.

B) ***Colors:*** All prices quoted here are for application of matching existing color and for same placement of colors on buildings.

1) If different placement is requested, additional costs may be incurred. Color scheme must be confirmed prior to commencement of work. Additional costs (if any) will be agreed upon prior to commencement of work and signed by both parties.

2) All color changes will be approved through color/coverage tests to actual building and approved in writing by Owner.

C) ***Application Standards:*** Manufacturers guidelines/standard industry practices will be adhered to in the application of all coatings. As with all painting projects, work will continue while weather conditions are conducive to proper application. There will be no penalties to the Contractor for extended weather conditions that prolong the expected completion.

D) ***Application Method:*** The method of application for this project will be roller and brush application.

IX. Housekeeping, Landscaping, Attire, & Misc.

A) ***Housekeeping:*** All areas will be picked up and left in broom clean condition at the completion of the day's work All small debris such as fast food wrappers, cigarette butts, etc. will either be contained immediately in "butt cans" or trash cans as appropriate. All materials will be stored on site in a mutually acceptable area.

B) ***Painters Attire:*** For security and ease of identification we have all our painters wear the following: all painters will wear white painters pants and a company shirt, with the foreman wearing red shirts for easy identification.

C) ***Landscape Access:*** Owner will clear work areas of close growing shrubbery and landscaping to facilitate the painters access to these areas, this should be at least 2 feet clearance on all areas. Also, trimming back close growing shrubbery will keep abrasion and moisture contact to a minimum during the critical curing period. Owner will also aid Contractor in notifying residents that personal items need to be removed from work areas prior to commencement of work. Contractor will keep management company abreast of work schedule on a daily basis.

D) ***Downspout removal & Replacement:*** Where downspouts cover a surface that is to be painted, the downspout will be removed, the painting done, and the downspout replaced, *unless* the downspout system is attached in such a manner that by its' removal a likelihood of damage to the system will result. (Riveted, welded, brazed, or glued systems typically.) If that is the case, then the downspouts will remain in place and the wall behind will be painted as completely as possible with trim brushes.

X. Safety Considerations

A) Contractor will adhere to all pertinent safety regulations as applied by OSHA. Owner will not prohibit Contractor from complying with safety regulations. In the event owner prohibits safety regulations from being implemented, owner will be liable for fines resultant of that action.

B) This proposal is based on the premise that there are no hazardous materials currently present. The contractor shall only use materials that conform to current EPA and VOC regulations.

XI Union Membership / Painter Training

A) ***Union Membership:*** Midwest Commercial Painting is a non-union contractor. Owner should check to ensure that contractual obligation with shop unions allow non-union contractors.

B) ***Painter's Experience***: All painters on site shall have a minimum of two thousand (2000) hours of trade experience. Foreman shall have no less than six thousand hours (6000) of trade experience)

C) ***Painter's Attire:*** For security and ease of identification we have all our painters wear the following: all painters will wear white painters pants and a company shirt, with the foreman wearing red shirts for easy identification.

D) **Radios:** No radios will be played during the course of the job.

E) **Smoking:** No smoking will be allowed indoors on the job site. In the event that any of our painters smoke, it will only be done out doors in the usually designated areas, and all debris will appropriately discarded.

XII. Warranty

A) Contractor offers a 2 Year Workmanship Warranty from finish date against peeling and blistering of coatings applied under the scope of this contract. This warranty does not cover failure due to vandalism, abuse, excessive moisture, or previous coating failure. No other warranty is expressed or implied except as provided by the paint manufacturer for defects in materials.

XIII. Insurance

A) Midwest Commercial Painting, Inc. carries full liability and property damage insurance coverage up to $5,000,000.00. All employees on the job site will/are covered under workman's compensation coverage. A Certificate of Insurance accompanies this proposal. Midwest Commercial Painting, Inc. shall not be held responsible for damage due to vandalism of materials.

B) 115 Cedar Ave. will be named as additional insured on Contractors insurance. To be submitted as part of acceptance of proposal.

XIV. Payment

A) No progress payments will be required.

1) At the completion of the project a thorough inspection with both an authorized Contractor's representative and an authorized representative of the Owner will be done. Owner will complete Quality Control Monitoring Checklist (attached) when inspection has been completed. All touch-ups will be noted at that inspection and once that list of concerns is completed and re-checked a bill may be submitted for the quantity of work performed.

B) All billing will be net 30 days from invoice date unless prior arrangements are made between Owner and Contractor. Contractor will supply Partial and Full Waivers of Lien once payments have been received.

C) Any disputes over completeness, quantity, and/or quality will be at the discretion of an unbiased third party or paint manufacturer's representative not in the employ nor retained by either party.

D) Property owner agrees to: pay the total amount owed on the contract when contracted work is completed. Pay the painting Contractor interest at the highest legal rate on any funds still owing after completion of the work. Indemnify painting Contractor, upon default and payment, against all court costs, attorney's fees or other expenses incurred in connection with the collection of the contract price.

E) All payments for exterior painting will be made payable to Midwest Commercial Painting, Inc.

XV. Prices

Price A) Building Exterior **$ 7,425.00**

1) **Duration of the work:** Work will proceed in contiguous weekdays until completed, and will require approximately 5-7 days to complete for the painting.

2) **Bid Expiration Date:** The prices and terms herein are good through October 31, 2020.

XVI. Acceptance of Proposal

A) This contract supersedes all previous contracts either written or oral. All adjustments to this contract must be made in writing and signed by both parties.

B) I have read this agreement and agree to have the work listed above done for the proposed price

of $_____.

Date / / X_____ Date / / X_____

Customer Signature Authorized MCP, Inc. Representative

XVII. Official Correspondence

All correspondence concerning Midwest Commercial Painting, Inc. should be directed to:

MIDWEST COMMERCIAL PAINTING, INC.
419 PLAZA DR. SUITE 2
WESTMONT, IL 60559

PHONE: 630-971-0405
FAX: 630-971-1726

NO PARKING

STOP

ARCHITECTURAL SURVEY
ST. CHARLES CENTRAL DISTRICT
ST. CHARLES, ILLINOIS

ST. CHARLES HISTORIC PRESERVATION COMMISSION

DIXON ASSOCIATES / ARCHITECTS

ARCHITECTURAL INTEGRITY

	1	2	3
☐ Unaltered	☐	☐	☐
☐ Minor Alteration	☐	☐	☐
☒ Major Alteration	☒	☐	☐
☒ Additions	☒	☐	☐
Sensitive to original	☐	☐	☐
Insensitive to original	☒	☐	☐

1: first floor; 2: upper floors; 3: roof/cornice

ARCHITECTURAL SIGNIFICANCE

☐ **Significant**

☐ **Contributing**

☒ **Non-Contributing**

BUILDING CONDITION

☐ **Excellent: Well-maintained**

☒ **Good: Minor maintenance needed**

☐ **Fair: Major repairs needed**

☐ **Poor: Deteriorated**

ARCHITECTURAL DESCRIPTION

Style: Commercial Vernacular

Date of Construction: Not known

Source: Field Observation

Features:

Wrought iron railing on roof of one story brick structure with wrap around overhang.

ROLL NO. 13 **NEGATIVE NO. 28**

Address:
117 East Cedar Avenue

Representation in Existing Surveys:

☐ **Federal**

☐ **State**

☐ **County**

☐ **Local**

Block No. 41

Building No. 9

SURVEY DATE:
MAY 1994

REF. NO. 260

CITY OF ST. CHARLES
FACADE IMPROVEMENT AGREEMENT

Program Year: May 1, 2020 to April 30, 2021

THIS AGREEMENT, entered into this 17th day of August, 2020, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: Jeff Dawson/ CWS Ingredients, LLC

Tax ID# or Social Security #

For the following property:

Address of Property: 115 Cedar Ave.

PIN Number: 09-27-386-015

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 “I”.

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:

	Total Estimated Cost	Reimbursement Percentage	Total Maximum Grant Amount
Routine Maintenance Improvements	$	25%	
Historic Preservation Improvements	$	50%	$
Building Improvements	$15,491	50%	$ 7,745.50
Architectural Services	$0	100% (not to exceed $4000)	$4000
TOTAL	$15,491	-	$7,745.50 max. grant

Residential Façade Grants:

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

EXHIBIT "II"

Plans, Design drawings, Specifications and Estimates

Attachments:
Estimate from G. Klemm Roofing Co. dated 7/7/2020
Estimate from Big Red Masonry Inc. dated 6/22/2020
Estimate from Midwest Commercial Painting 7/6/20