

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IIC1

Title:

Motion to approve a Resolution Authorizing a revision to the Façade Improvement Agreement between the City of St. Charles and Edward Seaman (225 W. Main St.).

Presenter:

Rita Tungare

Meeting: City Council

Date: February 20, 2018

Proposed Cost: \$20,000

Budgeted Amount: \$20,000

Not Budgeted: ☐**Executive Summary** (*if not budgeted please explain*):

On February 12, 2018, Planning & Development Committee voted 7-1 to recommend approval of a revision to the Façade Improvement Agreement between the City of St. Charles and Edward Seaman (225 W. Main St.).

Attachments (*please list*):

- Resolution
- Materials for P&D Committee meeting

Recommendation/Suggested Action (*briefly explain*):

Motion to approve a Resolution Authorizing a revision to the Façade Improvement Agreement between the City of St. Charles and Edward Seaman (225 W. Main St.).

City of St. Charles, Illinois
Resolution No. 2018- __

**A Resolution Authorizing a Revision to the Façade Improvement Agreement
between the City of St. Charles and Edward Seaman
(225 W. Main St.)**

**Presented & Passed by the
City Council on _____**

WHEREAS, the City of St. Charles has entered into a certain Façade Improvement Agreement with Edward Seaman dated June 20, 2016 for the property addressed as 225 W. Main St. (the “Agreement”); and

WHEREAS, the Planning and Development Committee of the City Council has reviewed and recommended approval of a revised Exhibit “I” to the Agreement, which said Exhibit “I” pertains to the scope of work and estimated cost of the Façade Improvement Project..

NOW THEREFORE, be it resolved by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that Exhibit “I” of the Agreement is hereby replaced with a revised Exhibit “I”, dated February 8, 2018, said Agreement with the revised Exhibit “I” being attached hereto and incorporated herein as Exhibit “A”.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of February, 2018.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of February, 2018.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of February, 2018.

Raymond P. Rogina

Attest:

City Clerk/Recording Secretary

Resolution No. _____

Page 2

Voice Vote:

Ayes:

Nays:

Absent:

Abstain:

Resolution No. _____

Page 3

Exhibit “A”

Façade Improvement Agreement between the City of St. Charles and Edward Seaman

Refer to:
Minutes 6-20-16
Page _____



**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

Edward J. Seaman

Paul Phyl
Mayor



ATTEST:

Nancy Garrison
City Clerk

Exhibit “I”

Proposal from BCB Carpentry & Consulting, dated 2/8/18

Total Estimated Cost:	\$135,584.58
Maximum Grant:	\$20,000.00



Brad Colby- (331) 588-5336
BCBCarpentry@icloud.com
816 Park St. Batavia IL, 60510

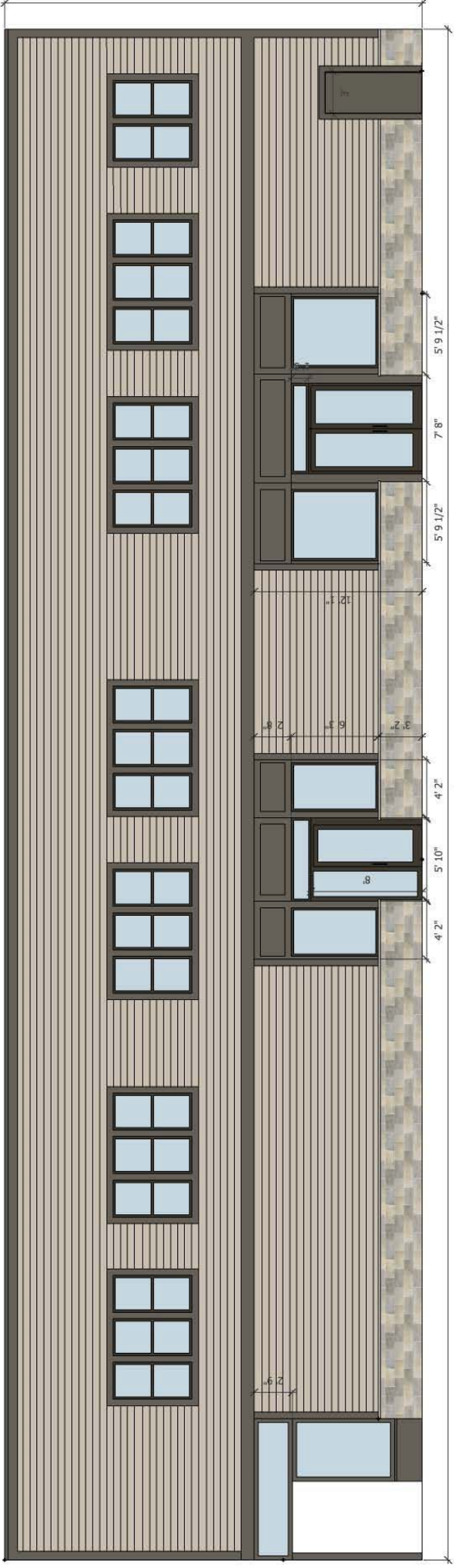
FACADE GRANT UPDATE

Job: Home Brew Shop facade
Address: 225 W Main St.
St. Charles, Il 60174

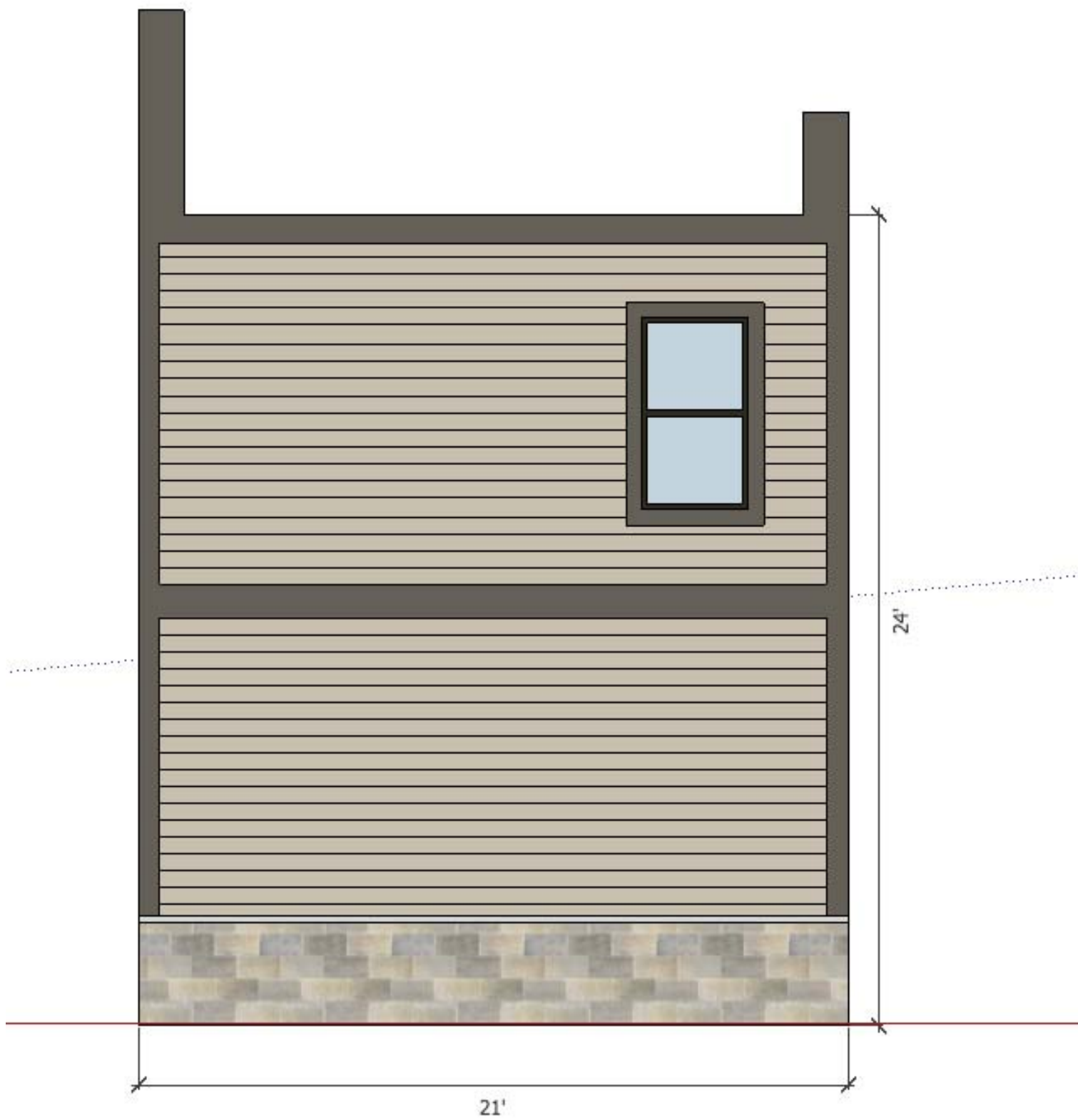
Contact: Ed Seaman
Date: 2/8/18

Trade	Description	Cost
Roofing	Strip existing roof to deck, repair as needed. Install Code compliant insulation to roof deck. Complete installation of TPO roofing system with metal trim at parapet walls.	\$27,740.00
Siding	Install Liquid applied waterproofing membrane to all existing and repaired masonry on west and south elevations. Install Zip Weather resistant sheathing to newly framed walls on west elevation. Install treated furring strips to entire elevation to provide a rain screen and vented wall system. Install James Hardie siding over vented rain screen on west and south elevations as shown below.	\$39,020.00
Masonry	Install Thin stone veneer with 2" limestone sill, 3' high to entire west and south elevations.	\$14,123.80
Windows	Install 21 Marvin Integrity windows to second floor on west and south elevations.	\$22,300.78
Store Fronts	Rebuild and install new ADA complaint concrete approach and door ways. Install new Store front glass and doors at west elevation.	\$26,400.00
Electric	Install new lighting at store fronts and entry on west elevation.	\$6,000.00
TOTAL		<u>\$135,584.58</u>

225 W. Main St.
Structural and Exterior remodel



James Hardie Lap siding and trim



LANKENAU
ARCHITECTURE P.C.
Creative design. One building.
1121 CHESHIRE AVENUE
NAPERVILLE, ILLINOIS 60540
630-202-8261
www.lankenau-architecture.com

BUILDING REPAIR AND ALTERATIONS FOR
CONTRACTOR:
225 W MAIN STREET ST CHARLES, IL
BCB CARPENTRY AND CONSULTING
816 PARK ST BATAVIA, IL 60510
331-588-3536

ISSUED FOR BIDDING

These plans were drawn to the
best of our knowledge and
belief, and are not intended to
be a contract. The contractor
shall be responsible for all
work shown on these plans.
(Not to be used for permits)

Project: 17006
Client: BCB
Architect: LANKENAU
Date: 7/11/2017

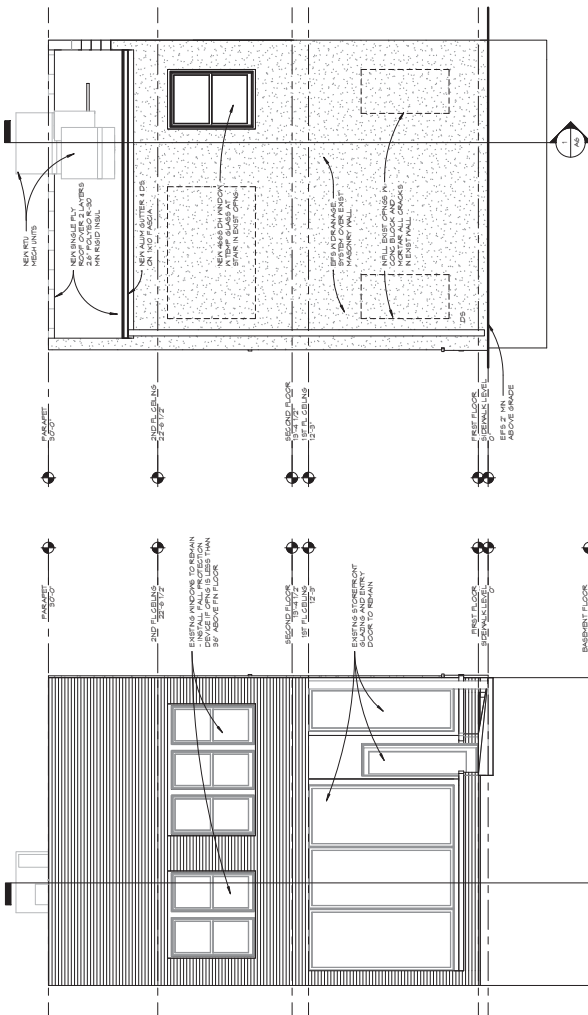
LANKENAU ARCHITECTURE PC
1121 CHESHIRE AVENUE
NAPERVILLE, IL 60540
630-202-8261
www.lankenau-architecture.com

ID	DATE	DESCRIPTION
1	7/11/2017	ISSUE FOR BIDDING

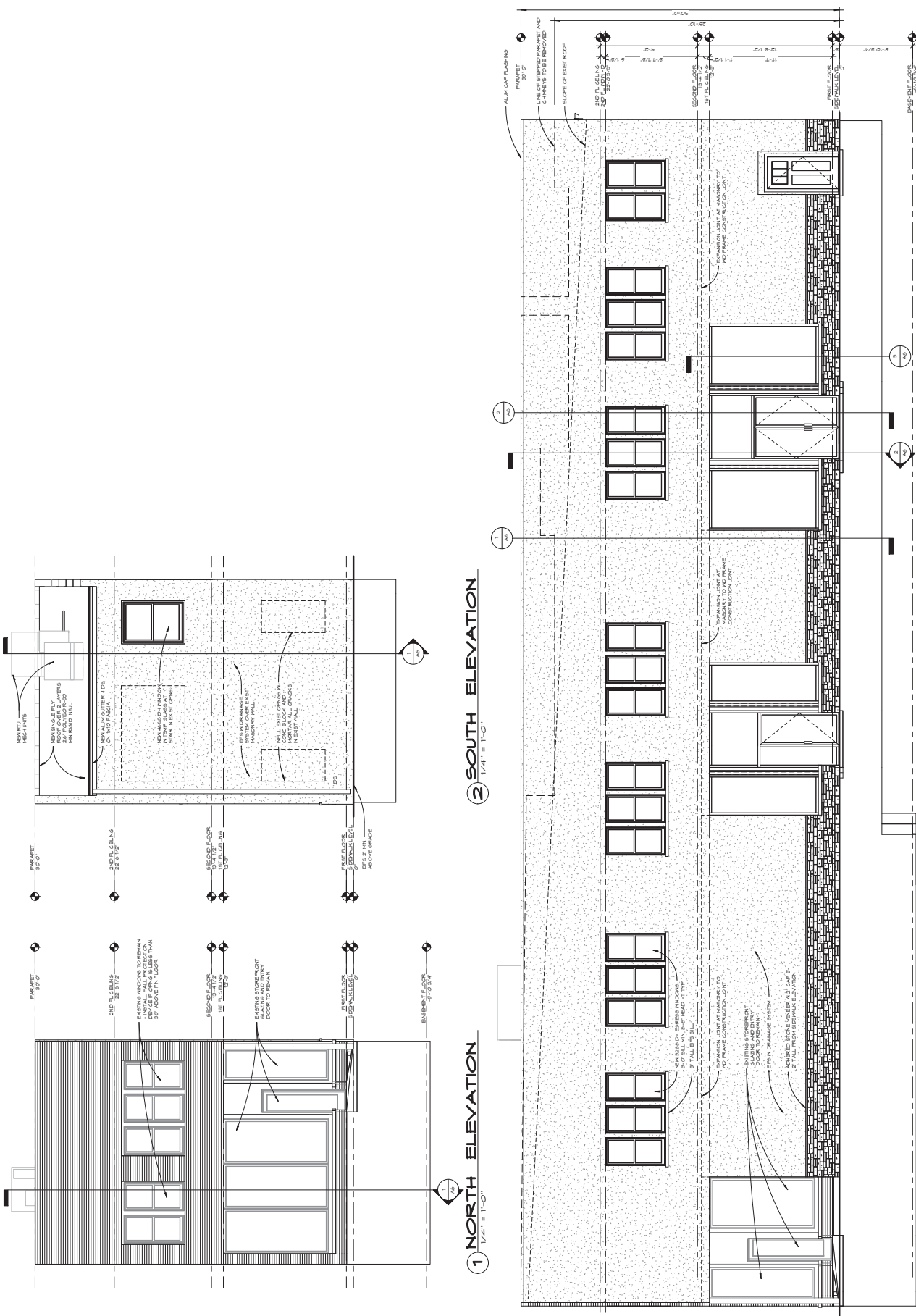
ISSUE DATE	7/11/2017
DRAWN BY	PRL
CHECKED BY	PRL
PROJECT NUMBER	17006

EXTERIOR ELEVATIONS

A3



1 NORTH ELEVATION
1/4" = 1'-0"



2 SOUTH ELEVATION
1/4" = 1'-0"

3 WEST ELEVATION
1/4" = 1'-0"

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 3a

Title:

Recommendation to approve a Revised Exhibit "I" to the Façade Improvement Agreement for 225 W. Main St. (Home Brew Shop).

Presenter:

Russell Colby

Meeting: Planning & Development Committee

Date: February 12, 2018

Proposed Cost: \$20,000

Budgeted Amount: \$20,000

Not Budgeted: ☐**Executive Summary** *(if not budgeted please explain):*

A Façade Improvement Grant was awarded to Edward Seaman in June of 2016 for renovations to 225 W. Main St. The following scope of work was approved in the Grant Agreement:

- Removal of EIFS and installation of stucco on the west and south elevations.
- Installation of a stone veneer knee wall and stone sill along the bottom 3 ft. of the west elevation.
- Installation of aluminum coping over the west parapet wall.

The cost of the work was estimated at \$51,000. The maximum grant of \$20,000 was awarded which has not been paid out.

Renovations to the building are ongoing and the scope of work has grown since original approval. Due to unforeseen structural issues on the west and south elevations, substantial portions of the second floor wall had to be demolished and rebuilt. The Historic Preservation Commission has reviewed and approved the following changes to the project scope:

- Removal of EIFS and installation of fiber cement siding on the west and south elevations.
- Replacement of the second floor windows with double-hung windows and changes to the window locations.
- Addition of a double-hung window on the south elevation.
- New storefronts on the west elevation.
- Extension of the parapet wall on the west and south elevations.

The applicant has provided a revised scope of work with cost estimates to replace the scope of work attached to the Grant Agreement as Exhibit "I". The total cost of work is estimated at \$135,584.58. The original grant amount of \$20,000 will not change.

Attachments *(please list):*

Revised Scope of Work, Revised Plans, Grant Agreement from 2016

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a Revised Exhibit "I" to the Façade Improvement Agreement for 225 W. Main St. (Home Brew Shop)



Brad Colby- (331) 588-5336
BCBCarpentry@icloud.com
816 Park St. Batavia IL, 60510

FACADE GRANT UPDATE

Job: Home Brew Shop facade
Address: 225 W Main St.
St. Charles, Il 60174

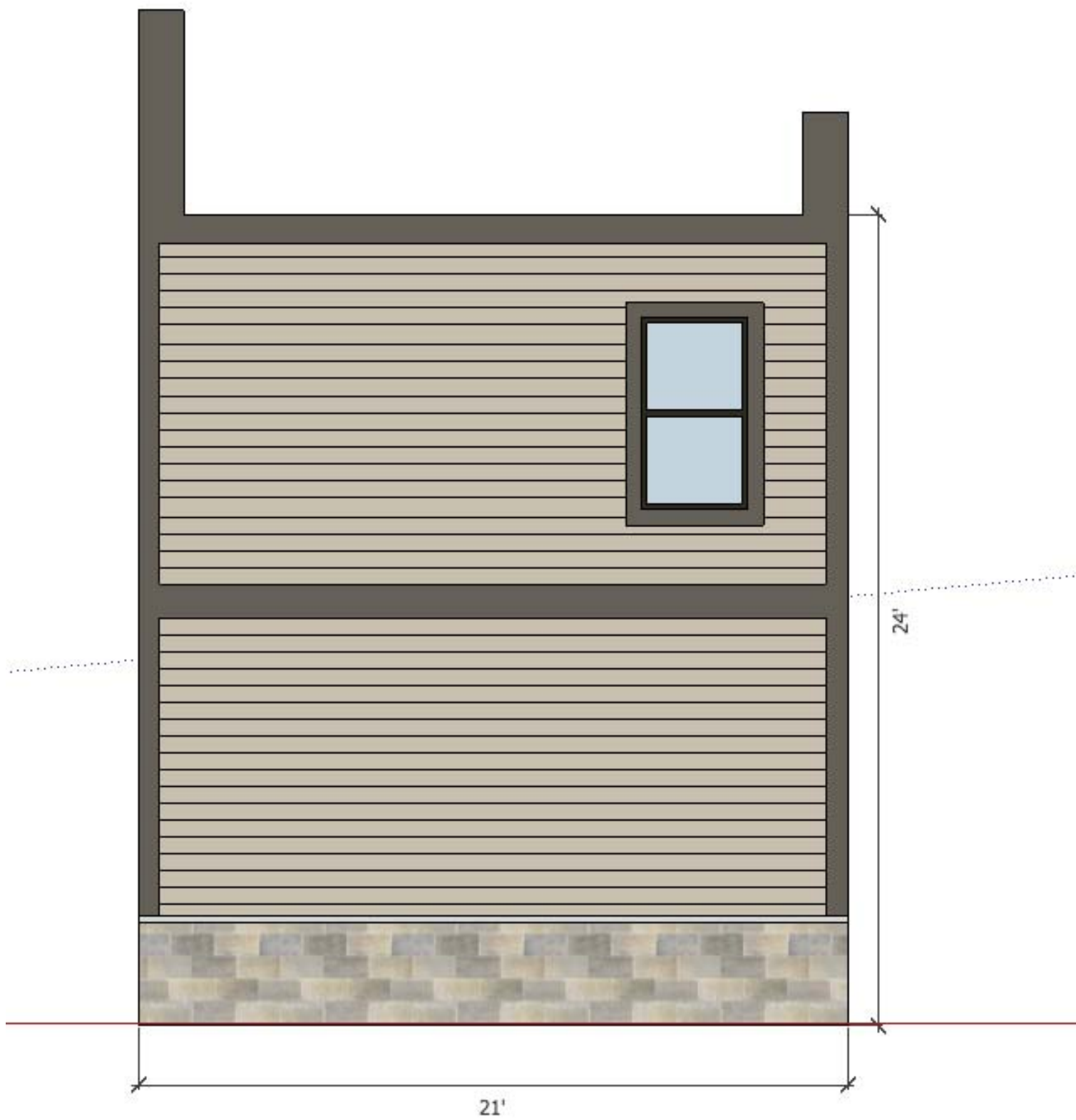
Contact: Ed Seaman
Date: 2/8/18

Trade	Description	Cost
Roofing	Strip existing roof to deck, repair as needed. Install Code compliant insulation to roof deck. Complete installation of TPO roofing system with metal trim at parapet walls.	\$27,740.00
Siding	Install Liquid applied waterproofing membrane to all existing and repaired masonry on west and south elevations. Install Zip Weather resistant sheathing to newly framed walls on west elevation. Install treated furring strips to entire elevation to provide a rain screen and vented wall system. Install James Hardie siding over vented rain screen on west and south elevations as shown below.	\$39,020.00
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Electric	Install new lighting at store fronts and entry on west elevation.	\$6,000.00
TOTAL		<u>\$135,584.58</u>

225 W. Main St.
Structural and Exterior remodel



James Hardie Lap siding and trim





BUILDING REPAIR AND ALTERATIONS FOR
225 W MAIN STREET ST CHARLES, IL
CONTRACTOR:
BCB CARPENTRY AND CONSULTING
816 PARK ST BATAVIA, IL 60510
331-588-3536

**ISSUED FOR
BIDDING**

These plans were drawn by me, or under my direct supervision, and to the best of my knowledge comply with all applicable building codes listed (seal must be affixed for permit)

signed _____
license expires 11/30/2018
drawings A1-A8 S1 E1
dated 7/24/2017
Illinois Design Firm #184.006916

COPYRIGHT 2017
LANKENAU ARCHITECTURE PC
All unauthorized printing and distribution
is strictly prohibited without prior written
consent. File conversion or printing
processes may affect printed drawings,
therefore content and accuracy cannot
be assured if not issued by architect. Do
not scale drawings. If discrepancies are

REVISION SCHEDULE		
ID	DATE	DESCRIPTION

ISSUE DATE	7/11/201
DRAWN BY	PR
CHECKED BY	PR
PROJECT NUMBER	1700

EXTERIOR ELEVATION

A3



**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

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

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.

Respectfully submitted by DK BUILD, CORP.

Name: _____

Signature: _____

Date: _____

ACCEPTANCE OF CONTRACT

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Name _____

Address _____

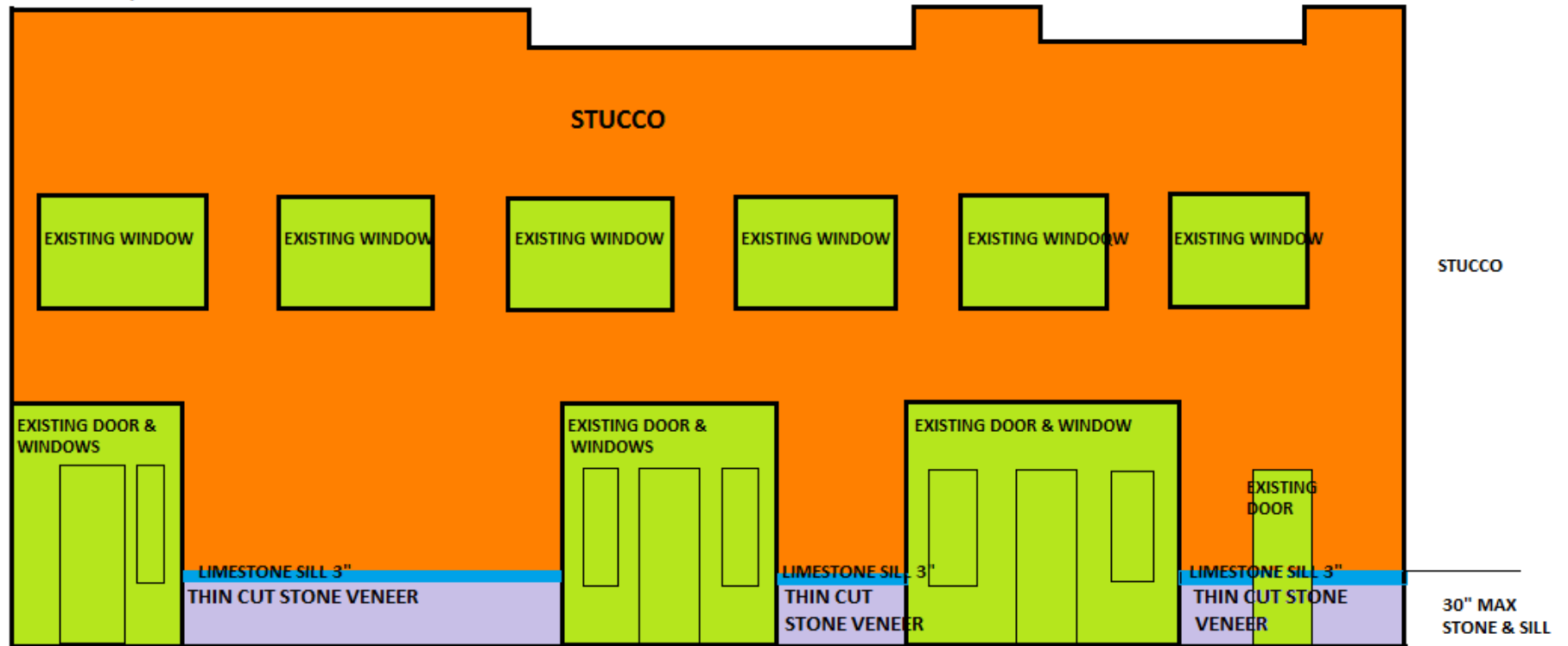
Signature _____

Date _____

FACADE RENOWATION

225 W. Main Street

St. Charles, IL 601074



WEST ELEVATION