



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Motion to approve a Façade Improvement Agreement for 225 W. Main St. (Homebrew Shop). Motion to approve a Façade Improvement Agreement for 311 N. 2nd St. (Charleston Center).
Presenter:	Rita Tungare

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input type="checkbox"/>	Government Services
<input type="checkbox"/>	Planning & Development	<input checked="" type="checkbox"/>	City Council (6/20/16)
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$21,475	Budgeted:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> X
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If NO, please explain how item will be funded:

Staff has identified that savings from the FY 15-16 budget year in the amount of \$21,475 is available for this purpose. These funds are available through an overage of sales tax revenues as compared to the FY 15-16 budget.

Executive Summary:

On 6/13/16, the Planning & Development Committee reviewed these two façade improvement agreements and recommended approval of the grants as follows:

- 225 W. Main St. (Homebrew Shop): \$20,000 grant, approved 9-0. (The current budget would allow for \$18,525 for this grant)
- 311 N. 2nd St. (Charleston Center): \$20,000 grant, approved 8-1, contingent on funding being available.

The budget for the Façade Improvement Program for FY 16-17 is \$40,000. With the other façade grants already approved, these two grants would exceed the budgeted amount, up to \$61,475.

At the direction of the City Council, the additional funding could be utilized as follows:

- 225 W. Main St: \$1,475 (increasing the grant amount up to \$20,000)
- 311 N. 2nd St: \$20,000

Attachments: *(please list)*

Façade Improvement Grant for 225 W. Main St. (Homebrew Shop).
Façade Improvement Agreement for 311 N. 2nd St. (Charleston Center).

Recommendation / Suggested Action *(briefly explain):*

Determine whether to utilize the additional funding.

If the Council does not wish to increase the grant program budget with use of these funds, it would be appropriate to then approve the 225 W. Main St. grant at \$18,525 (remaining budgeted funds), and table the 311 N. 2nd St. grant.

<i>For office use only:</i>	<i>Agenda Item Number:</i> IIC11, IIC13
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**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 _____

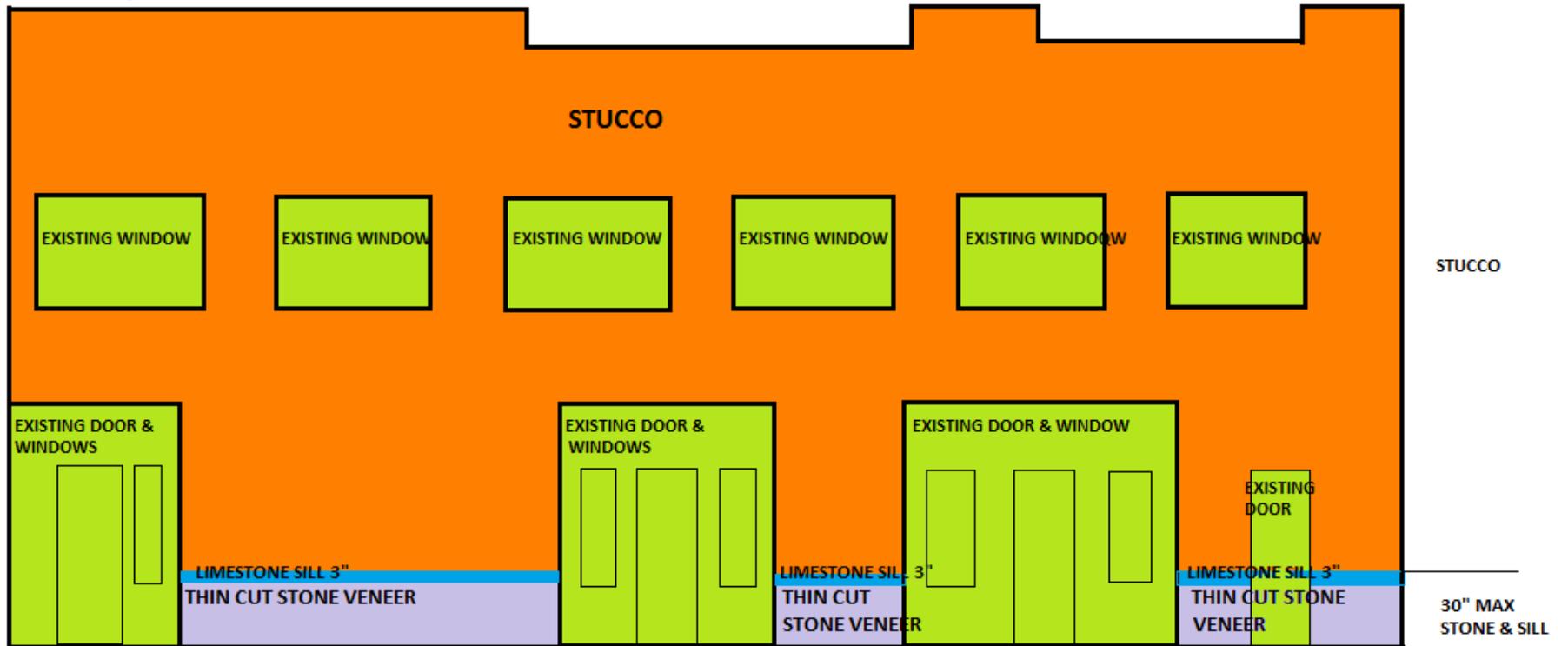
Signature _____

Date _____

FACADE RENOWATION

225 W. Main Street

St. Charles, IL 601074



WEST ELEVATION



**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: 311 N. 2nd St. Partnership; Terry Grove
Name of Business: Charleston Center
Tax ID#/Social Security #
Address of Property to be Improved: 311 N. 2nd St., St. Charles, IL 60174
PIN Number: 09-27-353-008

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"

Listing of quotes from John Wilson, Artisan Painting and Maintenance; Seyller's Tuckpointing & Masonry; Quality Aluminum Products, Inc.; Pat White Construction; and Acclaim Sign Company, dated 5/5/16: \$43,635

Total Estimated Cost:	\$43,635
Maximum Grant:	\$20,000

GRANT FOR FOLLOWING ITEMS AT 311 N. 2nd STREET TO BE REPAIRED AND/OR REPLACED

311/Façade Grant Pricing List 5.5.16

1. Replace damaged wood paneling at storefront 109 including caulking and priming (about 20' x 2.5')
Contractor: Jon Wilson, Artisan Painting and Maintenance
Quote: \$250

2. Scrape, sand, spot-prime and calk all wood paneling and trim around storefronts which is currently chipping (260' x 4'). Paint all with one coat of latex, low-luster paint. Caulk around all windows and frames (300') and between sidewalk and wood (300').
Contractor: Jon Wilson, Artisan Painting and Maintenance
Quote: \$2,110

3. Hand clean ceiling above all storefronts and signage above storefronts that has become discolored due to dirt build up (about 1088 sqft).
Contractor: Jon Wilson, Artisan Painting and Maintenance
Quote: \$450

4. Repair soffit edge in three locations that are sagging below signage. This entails cutting anchors, treating the sagging beam with glue after supporting with 2' x 4's. Caulk after repairs.
Contractor: Jon Wilson, Artisan Painting and Maintenance
Quote: \$375

5. Cleaning of masonry on front elevations of building including east and side ends visible from public street/public easement – removal of dirt and stains, power wash all masonry and apply a maximum of 1 application of SureKlean Restoration Cleaner in areas of staining and rinse with a light power wash.
Contractor: Seyller's Tuckpointing & Masonry
Quote: \$9,900

6. Tuckpointing and caulking on front elevations of building including east and side ends visible from public street/public easement – spot tuckpoint open, fractured and unsound mortar joints. Mortar joints to be cut back a minimum of 5/8” and cleaned of dust and loose material prior to pointing. Pointed mortar joints to match existing mortar joint profile and color as closely as possible. Tuckpoint all coping stone joints. Infill holes from old signage. Caulk base of wall where masonry meets sidewalk. Caulk expansion joints. Remove existing material and prep joints as required prior to installation of new sealant. Sealant to be used is Sonneborn NP-1
Contractor: Seyller’s Tuckpointing & Masonry
Quote: \$21,000

7. Remove and replace 6 pieces of soffit that are damaged on the walkway ceiling
Contractor: Quality Aluminum Products, Inc.
Quote: \$750

8. Sawcut concrete entry way on both sides of curb in front of VFW that has deteriorated. Remove concrete 7’7” x 19’6” wide. Form edge – grade and compact stone base existing. Lay wire mesh – drill in rebar to foundation wall. Pour and finish 6” Tlick concrete. Seal when done with broom finish.
Contractor: Pat White Construction
Quote: \$2,650

9. Acclaim Sign Company – Removal of all signs prior to cleaning and sealing the building. Reinstall all signs subsequent to cleaning and sealing the building.
Quote: \$6,150

Total = \$43,635