AGENDA CITY OF ST. CHARLES PLANNING & DEVELOPMENT COMMITTEE ALD. ED BESSNER – CHAIRMAN MONDAY, SEPTEMBER 11, 2017 - 7:00 PM CITY COUNCIL CHAMBERS 2 E. MAIN STREET

1. CALL TO ORDER

2. ROLL CALL

3. COMMUNITY & ECONOMIC DEVELOPMENT

- a. Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 7 S. 2nd Ave.
- b. Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 11 S. 2nd Ave.

4. ADDITIONAL BUSINESS

5. EXECUTIVE SESSION

- Personnel -5 ILCS 120/2(c)(1)
- Pending Litigation 5 ILCS 120/2(c)(11)
- Probable or Imminent Litigation 5 ILCS 120/2(c)(11)
- Property Acquisition 5 ILCS 120/2(c)(5)
- Collective Bargaining 5 ILCS 120/2(c)(2)
- Review of Executive Session Minutes 5 ILCS 120/2(c)(21)

6. ADDITIONAL ITEMS FROM MAYOR, COUNCIL, STAFF OR CITIZENS.

7. ADJOURNMENT

ADA Compliance

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TDD), or via e-mail at jmcmahon@stcharlesil.gov. Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

	AGEND	A ITEM EXECUTIVE SUMMARY	Agenda Item number: 3a	
ST. CHARLES	Title:	Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 7 S. 2^{nd} Ave.		
SINCE 1834 Presente		Ellen Johnson		
Meeting: Planning & Development Committee		nent Committee Date: Septer	nber 11, 2017	

Proposed Cost: \$12,333.33 Budgeted Amount: \$40,000

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

Hossein Jamali, owner of 7 S. 2nd Ave., has requested a Façade Improvement Grant to assist in funding the following scope of work:

Not Budgeted:

 \square

- Steel lintel replacement on the east elevation.
- Tuck pointing of brick on the north, east, and south elevations.
- Stripping, repairing, and painting all wood windows and doors.

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 or maintenance using historic preservation practices, and up to 25% for maintenance work. Up to \$10,000 is available for a 30 ft. length of building façade. There is a limit of \$20,000 of grant funds per property in any 5 year period. The program budget for FY 17-18 is \$40,000.

The Historic Preservation Commission reviewed the grant and recommended approval on 8/16/17.

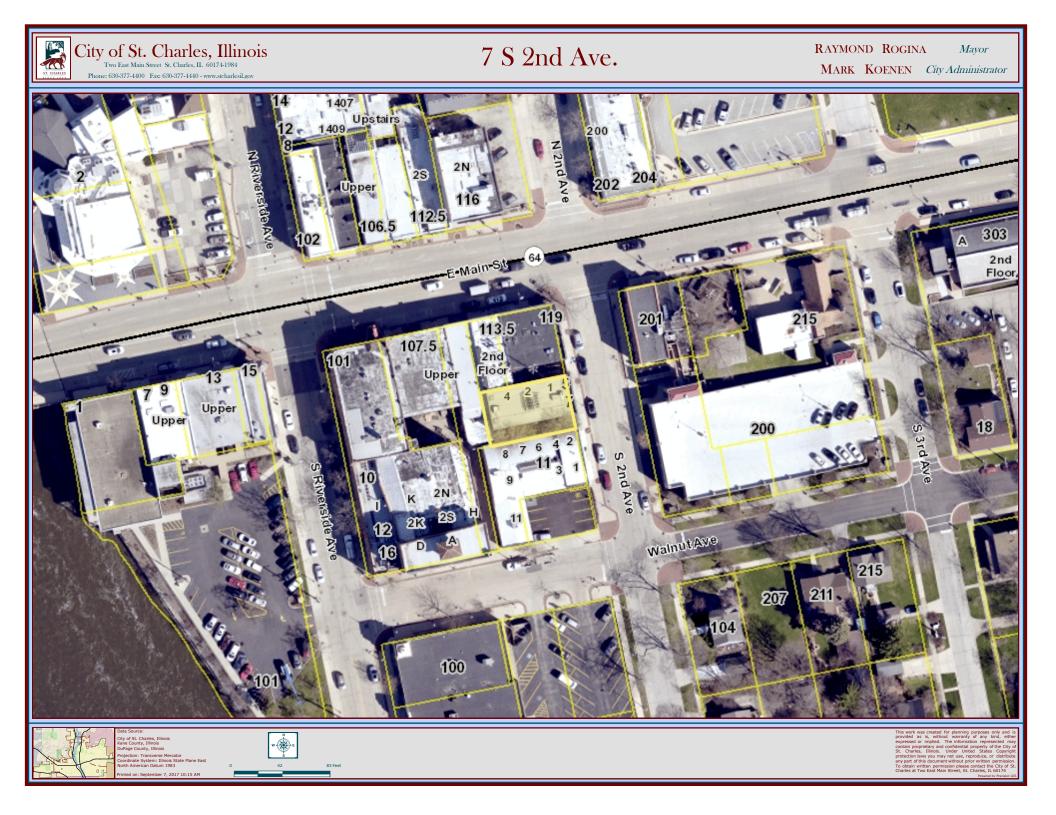
The cost of the eligible improvements is estimated at \$37,750 and the grant would cover up to \$12,333.33, based on the width of the front building façade.

Attachments (please list):

Location Map, Historic Commission Resolution, Façade Improvement Grant Application, Grant Agreement

Recommendation/Suggested Action (briefly explain):

Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 7 S. 2nd Ave.



City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 6-2017

A Resolution Recommending Approval of A Façade Improvement Grant Application (7 S. 2nd 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 7 S. 2nd 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 approval of said Facade Improvement Grant Application to be in the best interest of the City of St. Charles.

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council approval of the Facade Improvement Application for 7 S. 2nd Ave.

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

PASSED, this 16th day of August, 2017.

Chairman

FAÇADE IMPROVEMENT GRANT APPLICATION



RE Received Date Charles, IL

AUG 0 7 2017

CDD Planning Division

COMMUNITY & ECONOMIC DEVELOPMENT DEPT. /PLANNING DIVISION

CITY OF ST. CHARLES

Grant Type (select one):

Commercial

□ Residential

Property Information:

Building or establishment for which the reimbursement grant is requested:

Address:

15 2nd Ave 09-27-389-007

Hossein Jamali

Property Identification Number:

Applicant Name:

Project Description:

Tuck pointing entire building, Repair, strip and paint all exterior WDO s 37,750 Total Cost Estimate:

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.

□ ₩-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: 630-921-8222
Email Address: i @ mesonsabika.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.
X 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: Applicant Date: $9-22-17$

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 75 2nd Ave, 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:

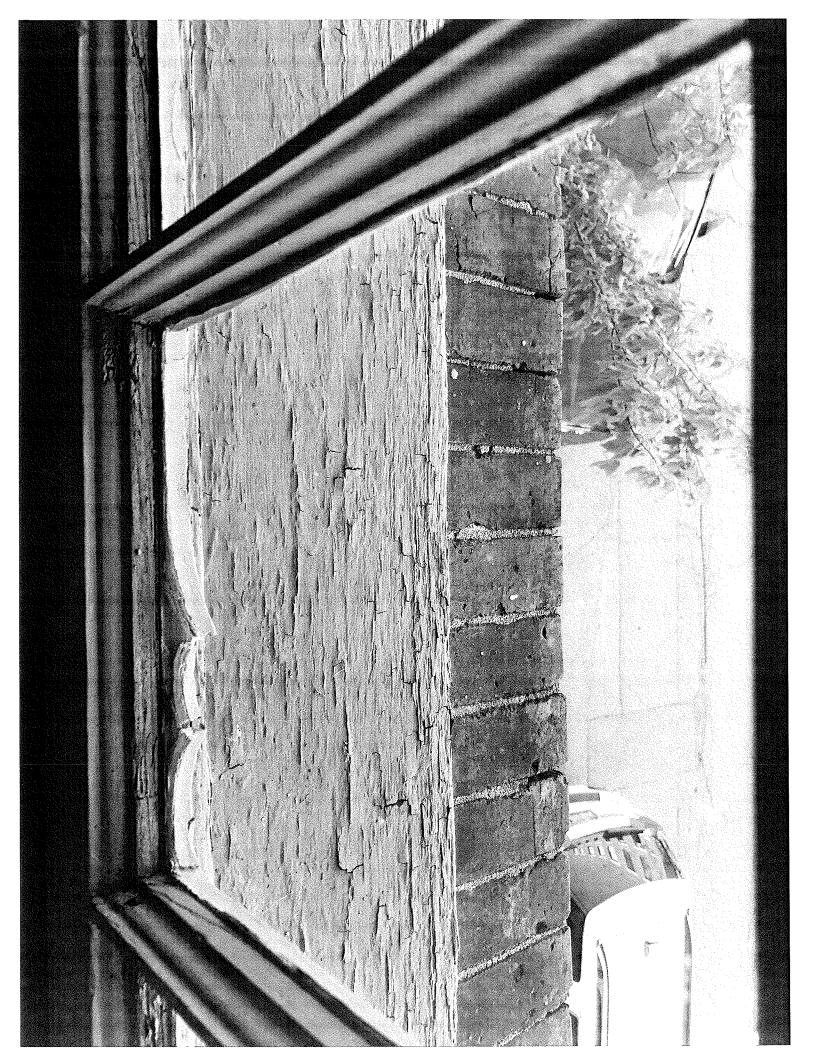
Owner

Date:

7 S. 2nd Ave.











Soumar Masonry Restoration, Inc.

"Serving Chicago , its suburbs and the mid- western states for 60 Years"

1033 S. Rt. 83 (Frontage F	Rd.)	1-800-737-8672 630-834-3400
Elmhurst, III 60126-4966 <u>www.Soumar.com</u>	Masonryres@aol.com	630-834-3400 Fax 630-834-3401
ATT: Mr. Hossein	CONTRACT	August 3, 2017 Pg. 1 of 2
Address and areas where work will be perfo	ormed: <u>7 S. 2nd Ave St. Charles IL</u>	
 edge as required. The exterior front pla An inspection opening will be made fir 	replacing three deteriorated steel lintels over secor ate only will be cut out and replaced with new steel. st over the existing steel lintels to determine condit based on inspection and owner will be notified of a	tion of the existing steel lintels . A more detailed
South elevation common brick wall for done. Replace severely deteriorated by North elevation for shot tuck pointing	s needed. About 2 - 4 sq feet will be done. r grind out and tuck point weathered out brick morta ricks with common brick. About 40 – 60 brick will be weathered out brick mortar joints as needed about	e replaced. 50 sq feet will be done.
<u>Total Price: \$ 10 , 350.00</u>	23,250	75.2
 <u>11 S. 2nd Ave</u> North elevation 10 foot window for rep stainless drip edge. 	placing exterior portion of the deteriorated steel linte	ا with new steel shelf angle , flashing , weeps ,

Total Price: \$ 2 , 500.00

East elevation over entrance for installing glass block panel window.

Total Price: \$2,700.00

Note: All building, scaffolding and street permits if needed and the cost of expeditor to secure permits is an added cost to this contract. Any special architectural drawings or engineering costs if needed is by others. Estimated costs will be shown to the owner for their approval before starting project.

١	N	ю	rk	S	pe	cif	fic	ati	on	s:

1. Remove by saw cutting out existing mortar in joints to a depth of at least 5/8 inch. A 90% vacuum controlled dust collection system grinder is used. Remove additional mortar to a greater depth if it is found to be unsound or deteriorated. Care is taken to leave clean edges and not damage brick. Wash out all dust and loose material. Other hand tools will be used to scrape out mortar joints as needed.

5,200

11-2200

- 2. All specified areas are tuck pointed. Tuck pointing is installed in layers until joint is filled. Joints to be tooled to a flush or slightly concave joint depending on original or desired finish. Samples of colors and workmanship are placed on the building before the job is started if required by owner. A type N mortar is used. No admixtures except coloring are used. All ASTM C270 proportional by volume specifications are followed. Any lab testing of existing or mixed mortar or existing or new brick is by others. After pointing is competed all areas are washed with non-acidic masonry detergent and water. Any brick staining if needed to blend color to match existing masonry is by others.
- 3. Shore up, support and protect the masonry surrounding the removal area. Carefully remove with hand tools at locations indicated all the required masonry. Cut out full units from joint to joint and in a manner to permit replacement with full size units. Salvage masonry if possible. Tooth out all corners and beam pockets as needed. Cut out the existing steel exterior shelf angle and flange assembly.
- 4. A new steel shelf angel lintel or a lintel beam assembly if required is installed for the exterior wythe of masonry in the specified areas. Steel is primed and coated with a Sherwin Williams rust prohibitive coating primer and a finished coat suitable for steel. Lintel is composed of shelf angles or a steel I beam or channel welded to a flat steel plate. The thickness, type of steel shape and size of the steel will depend on the opening size and the bearing weight above the lintel. Bearing to be at least 8 inches on each side.
- 5. A Perm-A-Barrier flashing, which is self-sealing, is installed from the exterior face of the masonry on the steel lintel into the interior wythe of masonry and turned up vertically and sealed to the masonry with fasteners, a termination bar and urethane caulk sealant. The ends are dammed and a bituthene mastic is used as needed at all seams, edges or penetrations. Interior cavity is kept as clean as possible and a mortar net is installed. Weep holes are spaced at 24" apart and kept open with either weep vents, tubes or mesh. Color is compatible with masonry surface. A stainless steel drip edge is installed if required.
- 6. There is a two-year guarantee on all of our work performed from the day of completion. Price includes labor, material and insurance. We will make every reasonable effort to match materials, but cannot guarantee a perfect match. All debris from our work is removed and hauled away by our company. All work at merit shop (nonunion) wages.

P.S. Construction

Phone 630-202-5074Fax630-969-2441

Invoice To: Hossein Jamali

Billing Date: 8/1/17 Previous Balance:

DATE	DETAILS	HOURS/QUANTITY	TOTAL
	Exterior painting of all windows and doors at 7S 2nd ave.		
	Includes stripping and prep as needed, also any rot repair	T 1. 0 M (11	014 500 00
	as needed. Followed by primer and 2 coats of paint.	Labor & Materials	\$14,500.00
		TOTALS.	\$14,500.00
	DI FACE DA	TOTALS: Y THIS AMOUNT:	\$14,500.00

CITY OF ST. CHARLES FACADE IMPROVEMENT AGREEMENT

Program Year: May 1, 2017 to April 30, 2018

THIS AGREEMENT, entered into this _____ day of ______, 20____, between the City of

St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: Hossein Jamali

Tax ID# or Social Security #

For the following property:

Address of Property:	7 S. 2 nd Ave.
PIN Number:	09-27-389-007

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.

<u>SECTION 2:</u> 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.

<u>SECTION 3:</u> The Director of Community Development shall periodically review the progress of the contractor's work on the facade improvement pursuant to this Agreement. Such inspections shall not replace any required building permit inspection. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

SECTION 4: Upon completion of the improvements and upon their final inspection and approval by the Director of Community Development, the OWNER/LESSEE shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The OWNER/LESSEE shall also submit to the CITY a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The CITY shall, within fifteen (15) days of receipt of the contractor's statement, proof of payment and lien waivers, and the architect's statement, issue a check to the OWNER/LESSEE as reimbursement, subject to the limitations set forth in Exhibit "T".

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

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

SECTION 5: If the OWNER/LESSEE or his contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the terms of this Agreement, or if the improvements are not completed by the end of the Program Year on April 30, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void. The CITY may, at its sole discretion, grant a single one-year extension to the end of the following program year due to unforeseen circumstances that have prevented the completion of the project.

SECTION 6: Upon completion of the improvement work pursuant to this Agreement and for a period of five (5) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of five (5) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change or remove such improvements, or the approved design thereof, nor shall OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided for in this Agreement unless such changes are first submitted to the Director of Community Development, and any additional review body designated by the Director, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement. If requested by the CITY, OWNER/LESSEE agrees to execute and record a restrictive covenant regarding the maintenance of improvements completed per this agreement.

SECTION 7: The OWNER/LESSEE releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the facade improvement(s), including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said facade improvement(s).

<u>SECTION 8:</u> 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.

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	\$ 37,750.00	50%	\$ 12,333.33
Building Improvements	\$	50%	\$
Architectural Services	\$	100% (not to exceed \$4000)	\$
TOTAL	\$ 37,750.00	-	\$ 12,333.33

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: Quote from P.S. Construction, dated 8/1/17 Quote from Soumar Masonry Restoration, Inc., dated 8/3/17

	AGEND	A ITEM EXECUTIVE SUMMARY	Agenda Item number: 3b
ST. CHARLES	Title:	Historic Preservation Commission approve a Façade Improvement C 2^{nd} Ave.	
SINCE 1834	Presenter:	Ellen Johnson	
Meeting: Planning & Development Committee		nent Committee Date: Septer	nber 11, 2017

Proposed Cost: \$18,572.60 Budgeted Amount: \$40,000

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

Hossein Jamali, owner of 11 S. 2nd Ave., has requested a Façade Improvement Grant to help fund replacement of 23 windows on the building. Existing windows are steel and window replacements will be custom-made steel replicas.

Not Budgeted:

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 or maintenance using historic preservation practices, and up to 25% for maintenance work. Up to \$10,000 is available for a 30 ft. length of building façade. There is a limit of \$20,000 of grant funds per property in any 5 year period. The program budget for FY 17-18 is \$40,000.

The Historic Preservation Commission reviewed the grant and recommended approval on 9/6/17.

The cost of the eligible improvements is estimated at \$45,178 and the grant would cover up to \$18,572.60, based on the length of the building façade.

Attachments (please list):

Location Map, Historic Commission Resolution, Façade Improvement Grant Application, Grant Agreement

Recommendation/Suggested Action (briefly explain):

Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 11 S. 2nd Ave.



City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 8-2017

A Resolution Recommending Approval of A Façade Improvement Grant Application (11 S. 2nd 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 11 S. 2nd 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 approval of said Facade Improvement Grant Application to be in the best interest of the City of St. Charles.

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council approval of the Facade Improvement Application for 11 S. 2nd Ave.

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

PASSED, this 6th day of September, 2017.

Chairman

FAÇAD	E IMPROVEMENT GRANT APF	LICATION ,	SRR
Community & Economic Development D	DEPT. /PLANNING DIVISION	CITY OF ST. CHARLES	ST. CHARLES
Grant Type (select one): ↓ Commercial □ Res	idential	St ^{Recei}	ved Date aries, IL
Property Information:		AUG	2.3 2017
Building or establishment for which the r	eimbursement grant is requested:		CDD g Divisio
Address:	11 5 248 Ave 09-27-389-008 Hossein Jamali	·	
Property Identification Number:	09-27-389-008		
Applicant Name:	Hossein Jamali	j	
·			
Total Cost Estimate: \$	45,178		
Submittal Checklist:			
50 Application Fee			
Detailed Scope of Work: Must	identify all improvements, construction itemized by task. In general, this scope eting the project.		
Documentation on Existing Co	onditions: Reports or photographs to d	emonstrate need for improve	ments.
W-9 Form: Filled out and signe Number for an individual)	d by the grant applicant, with a Federa	l Tax ID Number (or a Socia	l Security

Applicant Contact Information:

Phone Number: 630-921-8222
Email Address: h. jamali@mesonsabita.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: 8-22-17 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 1/5 2 nd Ave, 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

11 S. 2nd Ave. West Side (alley side)







Portion of south side (Walnut Ave.)





Portion of south side







12. 2.11 MARTIN LA REALENCE 学品 教育 A DE AL ME A DE AL ME - MARKEN CARL THE R B. L. B. C. L.S. and I THE 10 A 10 B

THE MENT COURSE WAR WERE CAUSE COMMENDER ENTERS.

100 B B B B B CALL COURS C. 602 🔐 163 015 200 The Street in COLOR MEDIC PIGE AND IN a test ling CERT REAL NO.5 LA STR CEY! 19.3 62.40

CONTRACTOR NO. 100

TREAD CON North Man AND IN CASE OF areas at the C.D. 100 100 100 100 100 ALL DESCRIPTION OF The matter of the second Branch station contains manage second at the stationary second and the first data has seen · WEEK AFTER NELLER WARK SPACE ALLER CANAD. FIS DIE FROM HAR THE FIRST PORTING AND ALLER A THE MEN WE CAR WE WERE WE AND WEAK

TANK COLOR DESID The second property is a The second second IN THE REAL DI CONSTRUCT C DIGES PROCE DE ST. 1 REAL PROPERTY AND THE WAR WHEN TO DO WALL REAL FOR THE PARTY OF THE A PERSON AND ADAL -----10(28) 10



561 MURFREESBORO PIKE • NASHVILLE, TN • 37210 • TELEPHONE: 615-751-8116 • 800-826-8719 • WINDOWCITYINC.COM

August 15, 2017

Paul Saha P.S. Construction St. Charles Historic St. Charles, IL

Subject: Proposal for the Replacement of Windows at St. Charles Historic

Paul,

Thank you for the opportunity to present this proposal.

If I can provide additional information not included in this proposal, please do not hesitate to contact me or my appointed contact person, Alex Lagos.

You can be sure that if selected, we will use all the resources available to ensure the successful completion of the project.

Sincerely,

Michael P. Mastroberti President Office: (973) 473-4343 Ext. 111 Email: <u>mikem@windowcityinc.com</u>

Alex Lagos Architectural Sales | Project Manager Office: (800) 826-8719 ext. 128 Cell: (615) 913-2346 Email: <u>AlexL@windowcityinc.com</u>



St. Charles Historic P.S. Construction St. Charles, IL Window Replacement Proposal



561 MURFREESBORO PIKE • NASHVILLE, TN • 37210 • TELEPHONE: 615-751-8116 • 800-826-8719



561 MURFREESBORO PIKE • NASHVILLE, TN • 37210 • TELEPHONE: 615-751-8116 • 800-826-8719 • WINDOWCITYINC.COM

August 15, 2017

Paul Saha P.S. Construction St. Charles Historic St. Charles, IL

Re: St. Charles Historic – Window Replacement

Paul,

Please find Window City, Inc.'s (Window City) proposal for the above referenced project. Our proposal is based on the following information: pictures / phone, email correspondence.

Window City proposes to furnish and install only the material covered within this proposal.

Base Bid Amount: Option Add #1: (Bottom Awnings)



General Scope of Work:

Furnish labor, material, equipment and services necessary for the completion of the project.

- Coordination of installation and schedule with Owner
- All field measuring, ordering and fabrication by Window City
- Schedule, accept and off-load all deliveries
- Removal of existing windows, glass and sash by Window City
- All windows and doors shall be installed square and level
- All debris shall be discarded from the job site
- All exterior and interior perimeter caulking
- Removal and reinstallation of all window treatments shall be by Others
- Professional, uniformed in-house installation crew (No Subcontractors)

Base Bid Materials

Windows:

- Universal 700 Series, Aluminum Steel-Replica Windows, Fixed
- Clear Double Insulated Glass w/Low-E, Argon Gas Fill
- Finish: Baked Acrylic, Dark Bronze (AAMA 2603)
 - o Standard colors include Black, Dark Bronze, Hartford Green, White, Ivory
- Grids: Exterior, GBG
- Factory Mulled

Option Add/Deduct Materials

Option Add #1:

- Universal 700 Series, Aluminum Steel-Replica Windows, Fixed w/Bottom Awning (Project Out)
- Clear Double Insulated Glass w/Low-E, Argon Gas Fill
- Finish: Baked Acrylic, Dark Bronze (AAMA 2603)
 - Standard colors include Black, Dark Bronze, Hartford Green, White, Ivory
- Grids: Exterior, Grids Between Glass
- Factory Mulled

Base Bid Quantities

Windows: (23) – Type A: (44 x 62)

Exclusions & Qualifications

- This proposal is valid for the materials contained within it only. All changes must be conveyed to Window City.
- All labor shall be Non Union open shop
- <u>Note:</u> Our proposal is NOT based on providing a lead safe window installation, using lead safe installation practices as per EPA regulation 40 CFR 745 that went into effect on 4/22/10.
- Window City to have free and easy access to both the interior and exterior of all window openings to install the windows.
- Window City excludes the following: Air and water tests by independent testing company, independent mock ups, concrete repair, lintel repair, preparation of openings, final cleaning, bonds, PE stamp, interior sills, trim, stools, moldings, master keying, the removal and replacement of window treatments and AC units, the protection of installed materials and interior finish work (trims, finish painting and spackling).
- Window City reserves the right to void this proposal after (30) days.
- Owner/GC to provide adequate electrical supply (110v) and elevator service to complete the scope of work.
- If necessary, Owner/GC to provide all required sidewalk protection, bridging and/or building netting. Owner/GC to provide all required building permits, licenses, and state and local code requirements. Window City accepts no responsibility for the aforementioned or any other additional local or municipal requirements.
- Window City accepts no responsibility for the aforementioned or any other additional local or municipal requirements.
- Final pricing to reflect actual quantities installed.
- Window City implements a 3% service fee to all credit card payments.

General Terms

The prices quoted are with the understanding that Window City is to furnish all labor, materials, and equipment necessary to perform all work in a workman-like manner according to standard practices. Unless otherwise specified, prices quoted in this proposal are based on the award of the entire contract and doing the work Monday through Friday 7:00 A.M. to 5:00 P.M. Absent specific contract provisions for work being conducted during night time, weekends, or holidays, an additional \$60.00 per man-hour charge will be added to the quoted price for such work, inclusive of mobilization and driving time. The property owner or their representative is responsible for identifying and disposal of any and all hazardous materials at their location (i.e. asbestos, mold, PCB's etc.) that could cause harm to our employees, the building's occupants or the general public.

DISCLAIMER

The proposal set forth herein was prepared by Window City utilizing architectural drawings and/or a preliminary field assessment, and Window City's experience in the industry performing work on similar projects.

Although Window City may employ engineers and architects, the Proposal is not and should not be considered an "engineer's report" or an "architect's report." The Owner is encouraged to obtain the services of a licensed engineer or a licensed architect to verify the condition of the Owner's Property and the recommendations contained in this Proposal. Window City expressly disclaims any liability whatsoever arising from or related to the Company's analysis of existing conditions of the Owner's Property and/or the Company's recommendations for repair/remediation based upon such analysis. Further, while the Company may have performed limited tests on materials that are a part of the Owner's Property, Owner is hereby advised that additional detailed testing that may not have been used by the Company could indicate or may warrant different recommendations.

All contracts are subject to approval of final terms and conditions.

Respectfully yours,

Alex Lagos Architectural Sales | Project Manager Office: (615) 826-8719 ext. 128 Cell: (615) 913-2346 Email: <u>AlexL@windowcityinc.com</u>

Window City is a Proud Member of





561 MURFREESBORO PIKE • NASHVILLE, TN • 37210 • TELEPHONE: 615-751-8116 • 800-826-8719 • WINDOWCITYINC.COM

Experience & Qualifications

- Which elements of the window replacement will be managed by a third-party other than Window City? Each phase of project development will be handled directly by Window City. Window City uses our own in-house, uniformed installation crews with on-site project foreman and on-site field superintendent. No subcontractors will be used. All stages of the project, including coordination with the window manufacturer, will be governed by Window City's Operations Protocol as detailed in our company's Operations Manual.
- Describe Window City's experience with the design of exterior window systems: Window City principals have consulted with leading manufacturers on window system product development. The majority of our projects call for us to work hand-in-hand with an owner's architect or engineer. While our project managers routinely advise our customers on potential design options, our company's strength lies in executing the specific plan as put forth in cooperation with the architect or project engineer.
- Detail the number of distinct projects that Window City has completed: Window City has provided turnkey window replacement expertise to more than 400 medium (\$100,000--\$499,000) and large-scale (\$500,000+) projects since 1986. With more than 1 million windows and doors installed, Window City is committed to being "The Total Window Solution[™] for our customers. (for pictures, please see Window City's website)
- Detail the general types of projects that Window City installs:
 - High-Rise and Mid-Rise Window Replacement (condo/co-op/office)
 - Garden Apartment and Multi-Family Window Replacement
 - Mill Conversion and Building Conversion Window Replacement
 - Office and Industrial Window Replacement
 - School and Church Window Replacement
 - Hospitality and Hotel Window Replacement
 - Healthcare and Hospital Window Replacement
 - Senior and Assisted Living Window Replacement
 - Historic Restoration and Landmark Window Replacement

Detail the types of customers you have worked with in the past:
 Building Owners, Property Managers, General Contractors, Architects, Engineers, Developers, Condo and Co-Op Boards.

 Describe implementation of window replacement construction standards and other safety measures: All superintendents and foremen are credentialed OSHA 30 and Lead-Safe Protocol certified. All field personnel are OSHA 10 certified and undergo quarterly training programs on the latest safety and construction methods and procedures. Our unmatched craftsmanship adheres to the most up-to-date building code guidelines and industry standards of excellence.

Safety is a fundamental priority at Window City. To ensure safe execution of each window and door replacement project, operation managers prepare and implement a proper work plan specific to the project. The goal on every project is zero incidents and zero injuries. Window City is committed to realizing this goal wherever the company has presence. Window City's safety objective reaches every part of the company's operations and extends to customers, the public and the products supplied.

Training is key to preventing incidents and injuries. Window City's health, safety and security training program contains processes, procedures and instruction that form the basis of the company's proactive "total safety culture." Window City

employees receive extensive training on how to perform all jobs safely, properly and in compliance with industry regulations and standards.

Provide customer references from customers who worked with you during the installation phase of a major project:

Dennis Siclari Lehigh Valley Ventures, LLC President Project: P&P Mills Loft Conversion Phone: (908) 507-6512

Bill Rafferty Schindler Elevator Corporation Manager, Building Services Project: Schindler Elevator Headquarters Window Replacement Phone: (973) 397-6177

Lionel Kier BTC Management Corp Executive Director Project: Trent Center West Phone: (609) 392-5222, x-103

Tony Hodum The Solomon Organization, LLC Vice-President of Construction Project: Candlewyck Park Apts, Fox Run Apts, Wilbur Apts, Gas Light Village Phone: (908) 988-1000 Ext.1040

Tim Ross Goldfarb Properties Vice-President of Construction & Special Project Project: 1160 5th Ave, Park Towers South, Maple Gardens Phone: (914) 235-3200

Nancy Morris Regional Manager ARM Freeman Webb Companies Project: Terrace Hills Apts. Phone: (615) 271-2700

Steve Kenagy Medical Pavilion Investors Manager, Building Services Project: Doctor's Pavillion Phone: (615) 417-4797

Ryan Tobin Rehab Builders, LLC VP of Construction Project: Mebane Mill Lofts Phone: (336) 722-6132

Michael McAlister Select Specialty Hospital Chief Operating Officer Project: Specialty Select Hospital Facility Phone: (615) 284-6707 Describe your team organization:

Window City takes our core values and team approach very seriously. Our core values flow from the company's overarching commitment to professionalism and customer focus. Within the company, this commitment to professionalism and customer focus is referred to as "The Window City Way."

Below are the core values that made Window City one of the most respected full-service window replacement companies east of the Mississippi. To read more about what these core values mean to our team members, visit our website under the COMPANY tab, CORE VALUES page. **Professionalism, Customer Focus, Consideration, Preparation Proactive, Passion and Community Minded.**

- Detail the number of exterior window systems that Window City has managed for more than one year: Window City's service program monitors all projects post installation. A 24 hour/7 day a week stocked service van maintenances and services all window and door related issues. After the completion of each project, all Window City customers receive close-out documents and window parts lists for future service-related issues. Our customers have come to expect the highest standard of service before, during and after the installation is complete.
- Provide location of your headquarters/main office:



Main Office: 162 Highland Ave Clifton, NJ 07011

Nashville Office: 561 Murfreesboro Pike Nashville, TN 37210

Safety Stability Service Value







Fast Facts:

- Family Owned & Operated Since 1986
- Single Source Total-Package Expertise
- National Execution Platform
- Over 1 Million Windows & Doors Installed
- * In-House, Uniformed, OSHA Certid Crews
- 15 to 15.000 Windows

Mission Statement:

To be the most admired and highly sought after full-service company in the fenestration industry.

Core Values:

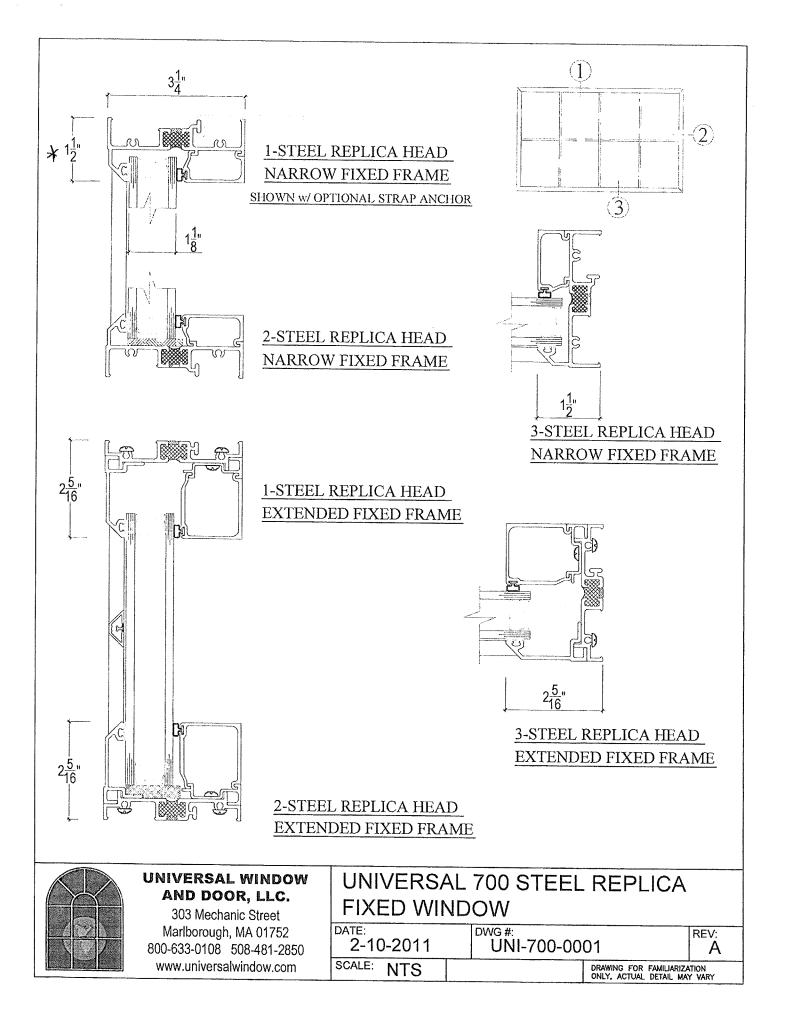
- PROFESSIONALISM
- CUSTOMER FOCUS
- CONSIDERATE
- + PREPARATION
- PROACTIVE
- PASSION
- · COMMUNITY MINDED

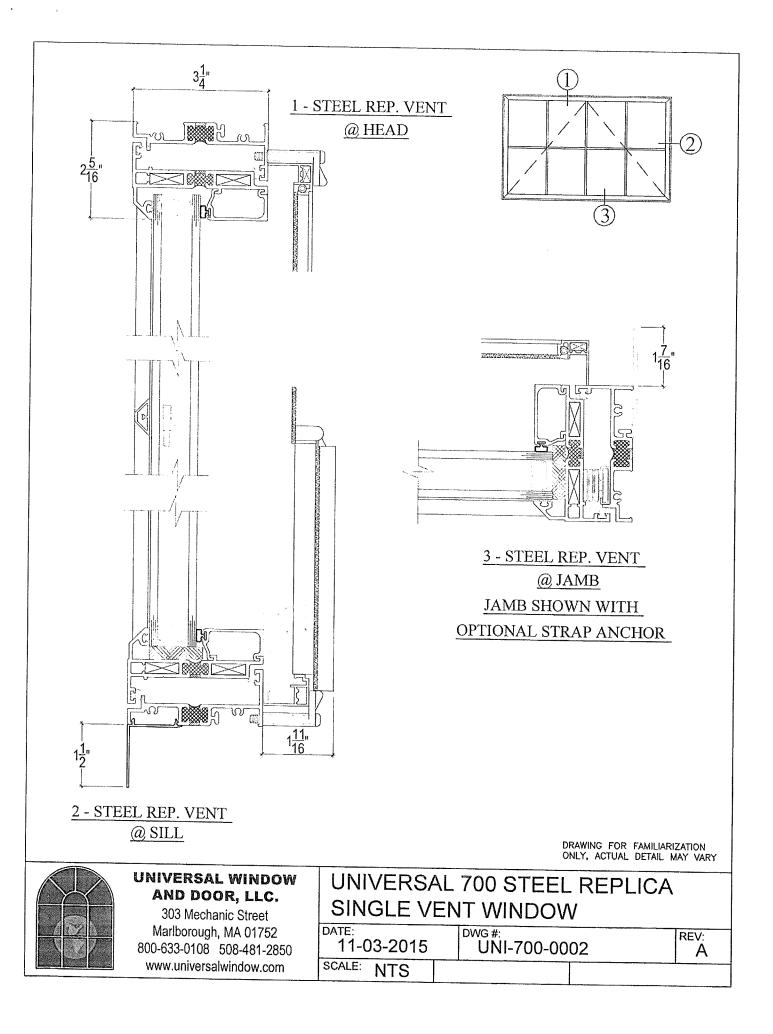
Environmental Commitment:

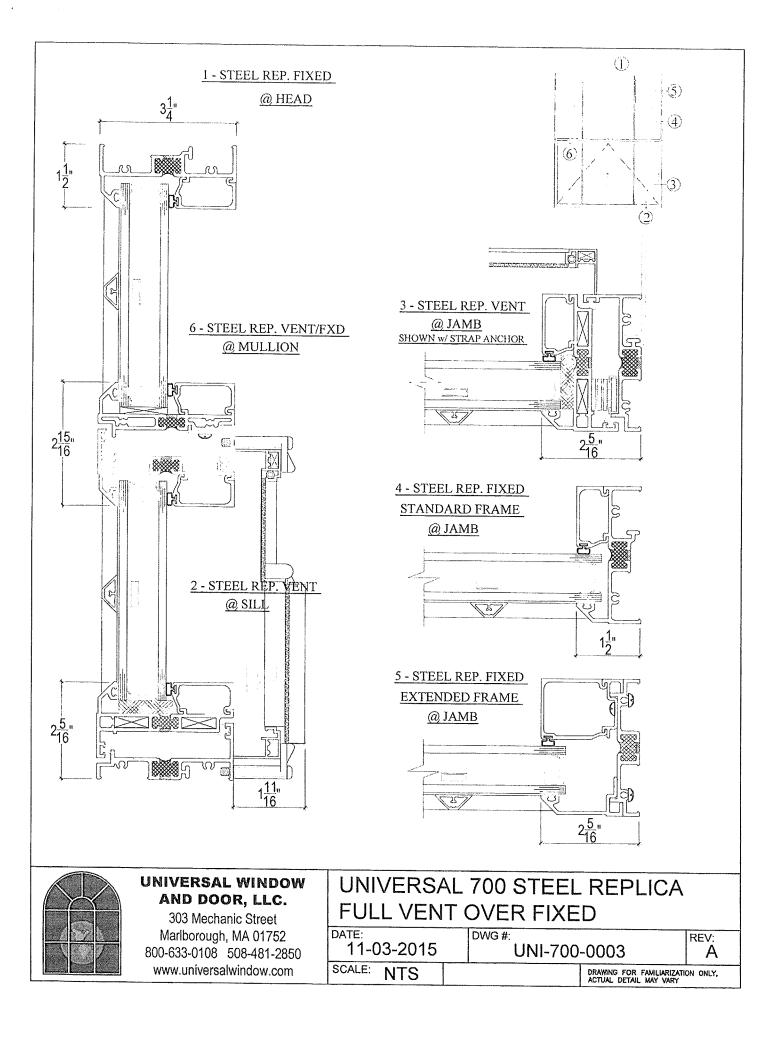
- Window City is a proud member of the United States Green Building Council. Window City is committed to sustainable design practices and recognizes the overall benefits not only to the environment, but also the owners
- and occupants of these buildings.

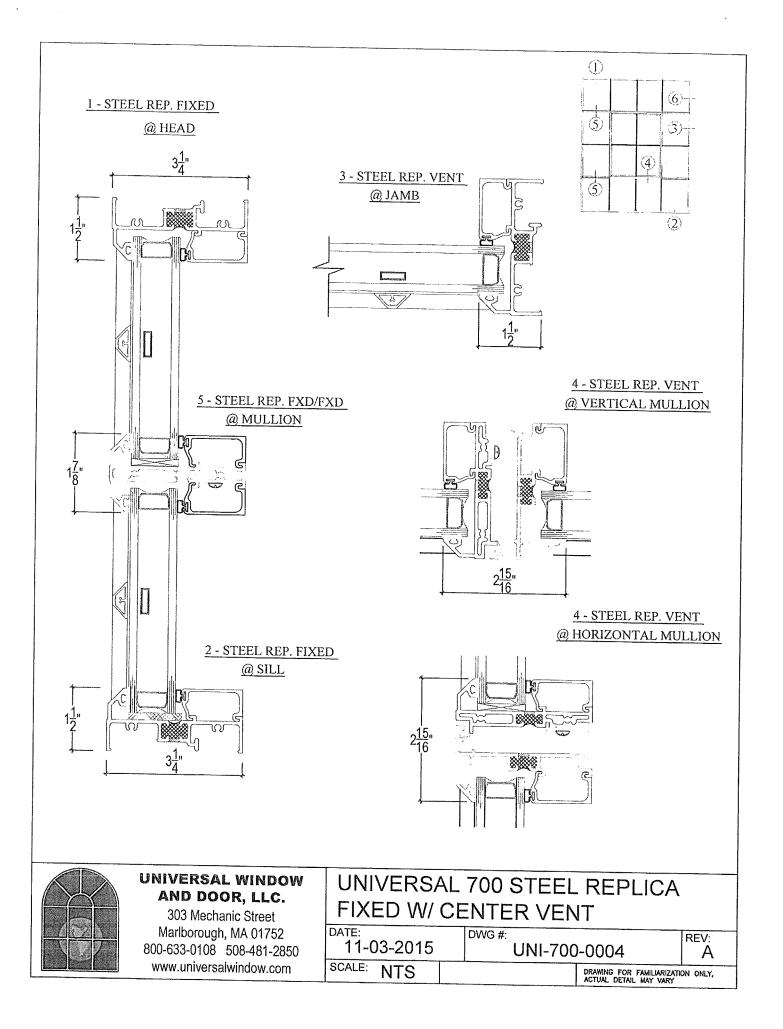
*** Visit windowcitywic com to learn more about what these core values mean to our employees.

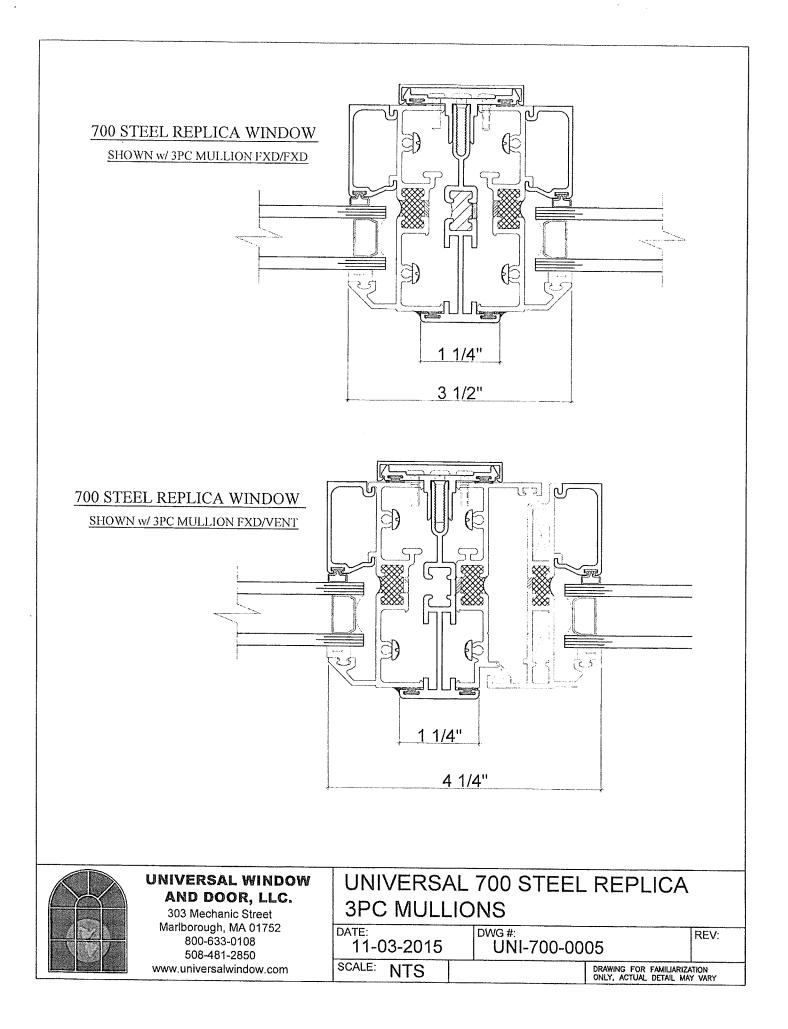


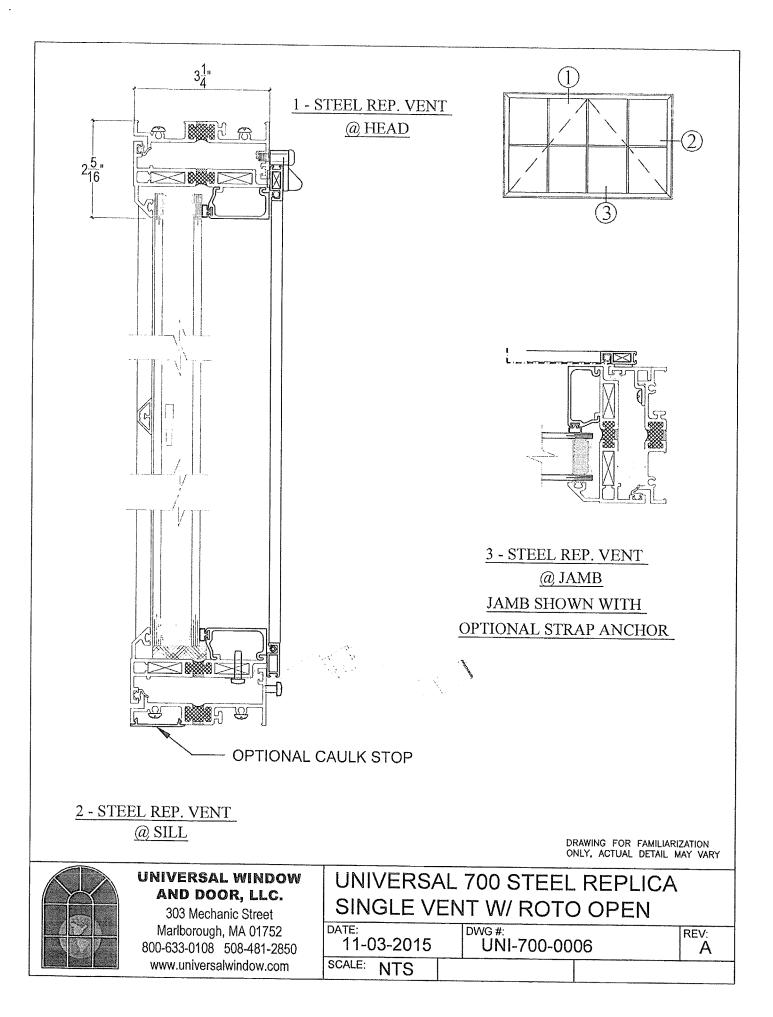


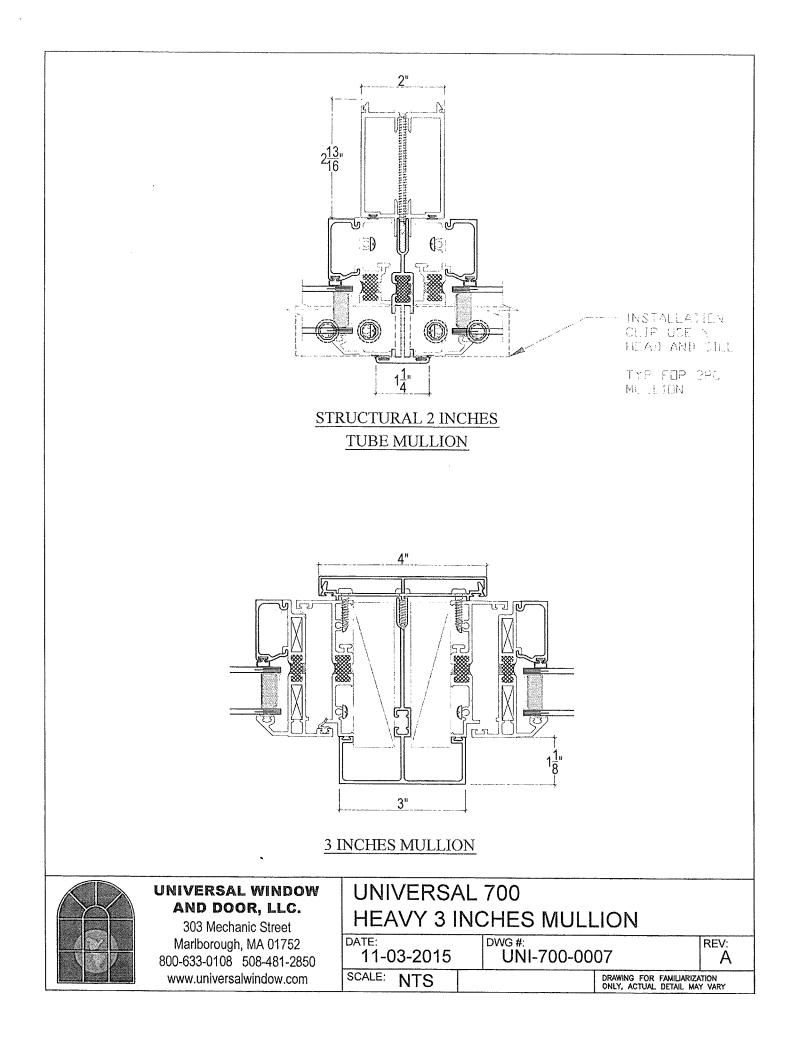


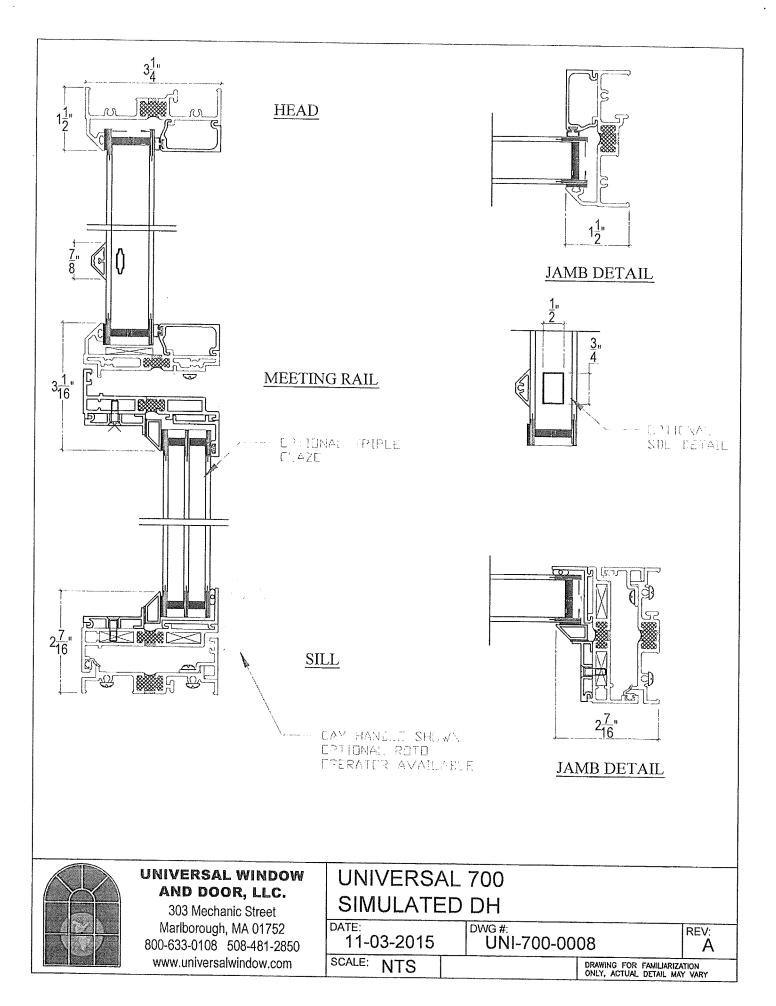


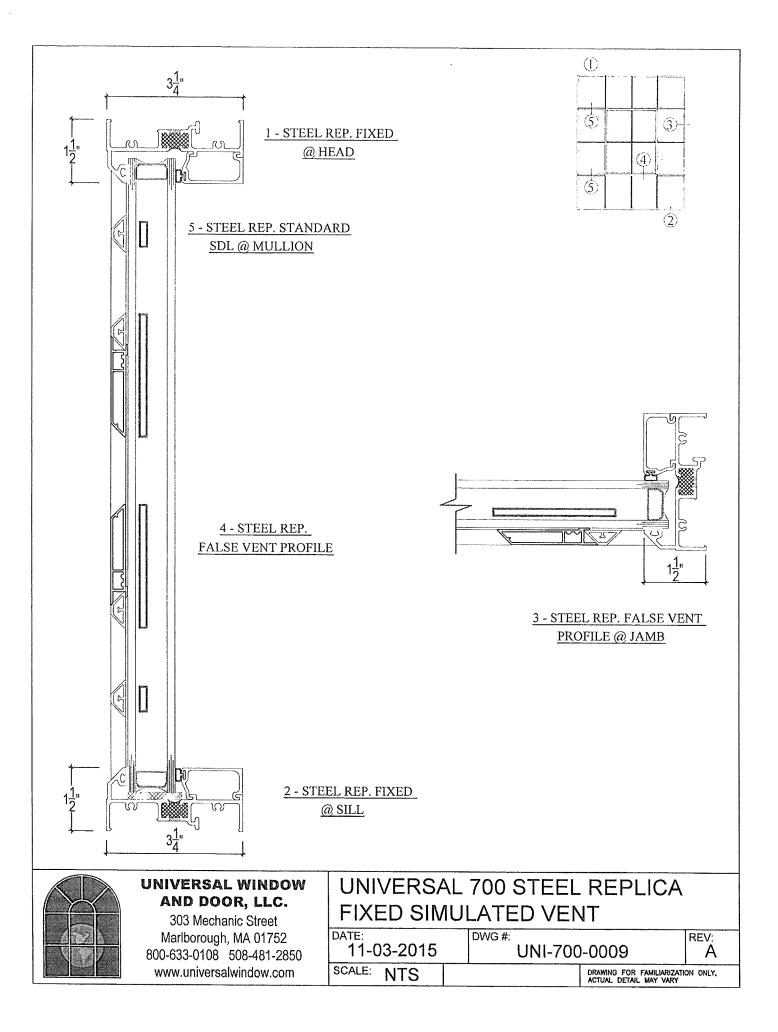












CITY OF ST. CHARLES FACADE IMPROVEMENT AGREEMENT

Program Year: May 1, 2017 to April 30, 2018

THIS AGREEMENT, entered into this ____ day of _____, 20___, between the City of

St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: Hossein Jamali

Tax ID# or Social Security #

For the following property:

Address of Property:	11 S. 2 nd Ave.		
PIN Number:	09-27-389-008		

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.

<u>SECTION 2:</u> 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.

<u>SECTION 3:</u> The Director of Community Development shall periodically review the progress of the contractor's work on the facade improvement pursuant to this Agreement. Such inspections shall not replace any required building permit inspection. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

SECTION 4: Upon completion of the improvements and upon their final inspection and approval by the Director of Community Development, the OWNER/LESSEE shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The OWNER/LESSEE shall also submit to the CITY a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The CITY shall, within fifteen (15) days of receipt of the contractor's statement, proof of payment and lien waivers, and the architect's statement, issue a check to the OWNER/LESSEE as reimbursement, subject to the limitations set forth in Exhibit "T".

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

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

SECTION 5: If the OWNER/LESSEE or his contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the terms of this Agreement, or if the improvements are not completed by the end of the Program Year on April 30, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void. The CITY may, at its sole discretion, grant a single one-year extension to the end of the following program year due to unforeseen circumstances that have prevented the completion of the project.

SECTION 6: Upon completion of the improvement work pursuant to this Agreement and for a period of five (5) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of five (5) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change or remove such improvements, or the approved design thereof, nor shall OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided for in this Agreement unless such changes are first submitted to the Director of Community Development, and any additional review body designated by the Director, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement. If requested by the CITY, OWNER/LESSEE agrees to execute and record a restrictive covenant regarding the maintenance of improvements completed per this agreement.

SECTION 7: The OWNER/LESSEE releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the facade improvement(s), including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said facade improvement(s).

<u>SECTION 8:</u> 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.

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	\$ 45,178.00	50%	\$ 18,572.60
Building Improvements	\$	50%	\$
Architectural Services	\$	100% (not to exceed \$4000)	\$
TOTAL	\$ 45,178.00	-	\$ 18,572.60

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: Proposal from Window City, Inc., dated 8/15/17