 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 4c
	Title:	<b>Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 201 E Main St.</b>	
	Presenter:	<b>Rachel Hitzemann, Planner</b>	
<b>Meeting:</b> Planning & Development Committee		<b>Date:</b> June 10, 2024	
<b>Proposed Cost:</b> \$9, 665		<b>Budgeted Amount:</b> \$40,000 for FY	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p><b><u>Program Description</u></b>  The Façade Improvement Grant program provides assistance to property owners and commercial tenants to rehabilitate and restore the exterior of buildings in the downtown. Grant funding is available for buildings located in Special Service Area 1B (Downtown Revitalization) or in a Historic District or designated Historic Landmark site. Applications are first reviewed by the Historic Preservation Commission for appropriateness of design. The grants are provided as a reimbursement for up to 50% of the funds invested into an exterior rehabilitation project involving new improvements and up to 25% for maintenance work. Up to \$10,000 is available for a 30 ft. length of building façade. There is a limit of \$20,000 of grant funds per property in any 5 year period.</p> <p><b><u>Proposal</u></b>  Mike Carney has requested a Façade Improvement grant for the property located at 201 E Main St. (The Office). The project scope includes wood repair and painting.</p> <p><b><u>Historic Commission review – 5/15/24</u></b>  The Historic Commission reviewed the project and unanimously voted to recommend approval, because the wood trim pieces and paint are failing.</p> <p><b><u>Grant Amount</u></b>  Total Cost of Project: \$19,330  The project is eligible to receive up to \$9,665 based on 50% reimbursement for restoration/ preservation.</p>			
<b>Attachments</b> (please list): Historic Commission Resolution, Program Requirements, Façade Improvement Grant Application, Current Photos, Grant Agreement			
<b>Recommendation/Suggested Action</b> (briefly explain): Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 201 E Main St.			

**City of St. Charles, Illinois**

**Historic Preservation Commission Resolution No. 5-2024**

**A Resolution Recommending Approval of  
A Façade Improvement Grant Application  
(201 E Main St.)**

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

WHEREAS, the Historic Preservation Commission has reviewed the Façade Improvement Grant Application for 201 E Main St. and has found said application to be architecturally appropriate and in conformance with the Downtown Design Guidelines and the Historic Preservation Ordinance, Chapter 17.32 of the Zoning Ordinance; and

WHEREAS, the Historic Preservation Commission finds said Façade Improvement Grant Application to be in conformance with the program requirements.

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council approval of the Façade Improvement Application for reimbursement because the project is using like in kind materials

Roll Call Vote:

Ayes: Smunt, Rice, Kessler, Pretz, Morin, Dickerson, Malay

Nays: None.

Abstain: None.

Absent: None

Motion Carried.

**PASSED**, this 15<sup>th</sup> day of May, 2024.

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Chairman

# FAÇADE IMPROVEMENT GRANT PROGRAM DESCRIPTION

MAY 1, 2022

COMMUNITY DEVELOPMENT DEPT. /PLANNING DIVISION

CITY OF ST. CHARLES



## 1. Program Purpose

- The Facade Improvement Program is intended to promote reinvestment and restoration of commercial and residential buildings in the downtown area, with a focus on supporting historic preservation practices.
- The program is intended to assist property owners and commercial tenants to rehabilitate and restore the visible exterior of existing structures.
- Improvements must meet criteria for appropriateness of design.
- Reimbursement grants are provided to property owners or commercial tenants in recognition of the positive impact that individual building improvements can have on the overall appearance, quality and vitality of downtown St. Charles.

## 2. Application, Review and Approval Process:

- **Determine if your property is eligible for either the Commercial or Residential Façade Improvement Grant.**
- **Determine if your project is eligible for grant reimbursement.**
- **Define the scope of your proposed improvements.** This will probably involve consulting with an architect or other appropriate design professional (for projects that do not need an architect, consult with a contractor).
- **Contact the City to schedule a preliminary review of the project by the Historic Preservation Commission early in the design process to determine if the project scope and improvements will meet the program requirements.** The Historic Preservation Commission will consider the architectural appropriateness of proposed improvements using Design Guidelines and the Historic Preservation Ordinance (Chapter 17.32 of the Municipal Code). Improvements that are not architecturally appropriate, as determined by the City Council upon recommendation of the Historic Preservation Commission, are not eligible for a reimbursement grant. The Design Guidelines apply to all grant projects, regardless of whether they are in the Historic District.
- **The grant Program Year runs from May 1 to April 30 of the following year. Grant applications are accepted beginning in March of each year for the Program Year beginning on May 1.** (Note: The budget for the Program Year will not be finalized until approved by the City Council each year. This typically occurs in early April.)
- **Submit a complete grant application. Attend the following meetings on the dates provided by City staff:**
  - The **Historic Preservation Commission** will review and make a recommendation regarding the grant. They meet on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesdays of each month at 7:00pm.
  - The **Planning & Development Committee** of the City Council will review the Historic Commission recommendation at their meeting on the second Monday of the month at 7:00pm.

If recommended for approval, the City Council will then vote on the formal grant agreement at a subsequent meeting. The grant agreement will follow the standard form, which is attached. Attendance at this meeting is not necessary unless requested.

**The earliest the grant agreement can be approved by the City Council is the third Monday of May.** Work initiated prior to City Council approval of the grant agreement is not eligible for reimbursement.

### 3. Commercial Façade Grant

- Eligible Properties:  
Commercial or Multi-Family Residential Buildings (two or more units) located within either:
  - Special Service Area #1B
  - Historic District or Landmark SiteProperties that are at least 50 years of age are given first priority until Sept. 1<sup>st</sup>. Applications received for structures less than 50 years of age will not be reviewed until Sept. 1<sup>st</sup>.
- Application Priority Hierarchy  
Preference will be given to received applications in the following order:
  1. Structures 50+ years of age
    - a. Restoration projects
    - b. Renovation Projects
  2. Structures less than 50 years of age
- Minimum Project Cost: \$2,500
- Grant for Front or Side Facades (visible from street): Maximum grant amount is based upon the frontage of the façade to be renovated, at a maximum of \$10,000 per 30 ft. horizontal length of façade. A facade is defined as a thirty-foot-wide span along the front or side of a building facing a public street, measured along the building wall generally parallel to the right of way line. For building fronts or sides exceeding thirty feet, a pro rata amount will be applied.
- Grant for Rear Entrance Improvements: Maximum grant amount of \$10,000, available for buildings with an existing or proposed rear entrance that is accessible to the public from a dedicated public street, alley, or other right of way, or from a parking lot or walkway that is owned or leased by the City, or from other property that is encumbered by an easement granting public pedestrian access. The rear entrance to be improved must provide public access to a business or businesses within the building.
- Maximum Grant Limits:
  - Total grant amount during any five-year period is capped at \$20,000.
  - For properties on the National Register of Historic Places or Locally Designated Landmarks, the total grant amount for any five-year period is capped at \$30,000.
- Eligible Improvements:
  - 50% Reimbursement for:
    - For Historic structures, maintenance utilizing Historic Preservation practices:***
      - ✓ Repair or restoration of historic features
      - ✓ Replacement of deteriorated historic features with like-in-kind materials to preserve or restore historic features
      - ✓ Re-roof or repair of visible roof surfaces with non-standard materials (such as wood shake, slate, or other decorative non-standard materials)
      - ✓ Extensive restoration/repair of historic masonry material
      - ✓ Painting of exterior surfaces where the surface preparation includes removal of worn/failing paint and intensive surface preparation prior to painting
    - Building improvements:***
      - ✓ Exterior building upgrades or enhancements that will restore or preserve the historic character of a building
      - ✓ Improvement, replacement or installation of storefront systems, doors, windows and trim materials.
      - ✓ Removal of architecturally inappropriate features on buildings



- 25% Reimbursement for Maintenance when done congruently with major restoration or renovation:
  - ✓ Cleaning, patching, caulking of exterior surfaces.
  - ✓ Re-coating of paint on exterior surfaces (without extensive surface preparation)
  - ✓ Re-roofing visible roof surfaces with non-historic material (such as 3-tab or architectural grade asphalt shingles)
  - ✓ Spot masonry repairs or tuckpointing
  
- 50% Reimbursement for Architectural Services (Up to \$5,000)
  - Where architectural services are required, the owner or tenant should retain an architect to prepare a conceptual design and cost estimate for work proposed. If the project is approved by the City, the architect may provide bidding and construction plans and documents, as well as construction supervision. Only those architectural services directly related to the approved facade improvement will be reimbursed.
  
- Ineligible Improvements:
  - Signs and Awnings, unless in connection with other eligible improvements.
  - Building additions; unless work falls under the rear entrance requirements
  - Any interior improvement or finishes
  - Any improvements to internal building systems, including HVAC, plumbing, electrical (except for wiring for exterior lighting)
  - Any site improvements, including sidewalks, parking lots and landscaping.
  - Maintenance when not done congruently with major restoration or renovation, including painting, spot masonry or tuckpointing, re-roofing with non-historic material, cleaning, patching, and caulking. If not specifically listed, it is at the Historic Commission's discretion to determine if a project is considered maintenance.
  
- Improvements not specifically listed as eligible or ineligible are subject to review as to eligibility by the Historic Preservation Commission as an advisory body and approval or disapproval by City Council.

5. **Terms and Conditions applicable to all grants:**

- **Grant applications will be considered in the order they are received.** In the event that the total amount of the potential reimbursement grants exceeds the amount budgeted for the program year, the applications will be carried over for consideration during the following program year.
- **Not more than one grant shall be approved for a building in any program year, and a grant shall not be approved if a grant was made for the same portion of the building within the previous five years.** For the Residential Grant Program, within the 5 program years following approval of a grant, a grant for the same property will not be considered until September of each program year.
- **The maximum amount of the reimbursement grant for a specific property will be set forth in a Facade Improvement Agreement between the City and the property owner or tenant.** If the actual costs exceed the original final estimates submitted with the application and used to determine the final total amount of reimbursement within the Agreement, the property owner or tenant will be responsible for the full amount of the excess. The City cannot reimburse more than the total amount specified in the Agreement.
- **Reimbursement grants are subject to Federal and State taxes, and are reported to the Internal Revenue Service on Form 1099.** You are required to provide your taxpayer ID number or social security number as part of the Façade Improvement Agreement. Property owners and tenants should consult their tax advisor for tax liability information.
- **The following items are not considered “improvements” and therefore they are not eligible for reimbursement:**
  - Building Permit fees and related costs.
  - Extermination of insects, rodents, vermin and other pests.
  - Title reports and legal fees.
  - Acquisition of land or buildings.
  - Financing costs.
  - Sweat equity.
  - Working capital for businesses.
- **Work that has been initiated prior to the approval of the Facade Improvement Agreement by the City Council is NOT eligible for grant reimbursement.**
- **All improvements must be completed prior to the end of the program year on April 30.** If the work is not complete by the end of the program year, the City’s remaining obligation to reimburse the owner or tenant for the project terminates. The City may, its sole discretion, grant a single one-year extension due to unforeseen circumstances that have prevented the completion of the project.
- **The property owner and tenant shall be responsible for maintaining the facade improvements without alteration for five (5) years.** A restrictive covenant limiting alterations may be required by the City Council at the time of approval of the Facade Improvement Agreement.
- **Any project changes must be approved by the City.** Major changes or elimination of improvements must be approved by the City Council. Minor revisions must be approved by the Historic Preservation Commission.
- **This is a reimbursement program -- you must pay your architect, contractors and suppliers before you receive payment from the City.**

# FAÇADE IMPROVEMENT GRANT APPLICATION

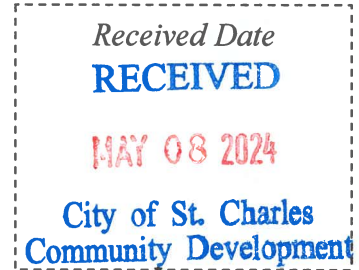
COMMUNITY & ECONOMIC DEVELOPMENT DEPT. /PLANNING DIVISION

CITY OF ST. CHARLES



## Grant Type (select one):

- Commercial       Residential



## Property Information:

Building or establishment for which the reimbursement grant is requested:

Address: 201 E. MAIN ST.  
Property Identification Number: 09-27-390-006 + 09-27-390-008  
Applicant Name: H+C HOSPITALITY MIKE CARNEY

## Project Description:

SEE ATTACHED.

Total Cost Estimate:      \$ 25,000

## Submittal Checklist:

- \$50 Application Fee**
- Detailed Scope of Work:** Must identify all improvements, construction methods, building materials to be used. Costs must be broken down and itemized by task. In general, this scope of work should be prepared by the contractor(s) who will be completing the project.
- Documentation on Existing Conditions:** Reports or photographs to demonstrate need for improvements.
- W-9 Form:** Filled out and signed by the grant applicant, with a Federal Tax ID Number (or a Social Security Number for an individual)

**Applicant Contact Information:**

Phone Number: 630 - 240 - 6000

Email Address: MTC 7231@GMAIL.COM

**Statement of Understanding:**

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

Signature: Michael [Signature] Date: 4-18-24  
Applicant

**Owner Authorization (if applicable):**

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner

### **Project Description:**

- Power wash all wood locations around the building
- Scarpe all loose and peeling paint
- Power sand and/or power grind rough edges
- Caulk all wood-to-wood joints and gaps
- Caulk around all door and window frames
- Caulk all wood to brick joints
- Use 40-50 year sealant (caulk)
- Renail all loose boards where needed
- Repark defective knots
- Pain the following with the exiting colors:
  - All wood trim
  - All window frames
- Replace the most rotted wood around the building, paint the wood siding, front windows, front doors, back windows and doors with two coats of Benjamin Moore Paint.
- Pain 16 second floor windows, 3 basement windows and 1 basement door.
- Correct window frame with large window on the NW Corner of the building and replace window in proper location.
- Replace peeling signage on all 3 sides like for like

























**OFFICE**  
DINING & SPIRITS







The **OFFICE**  
DINING & SPIRITS









G & SPIRITS  
OFFICE



Ameritech  
TELEPHONE  
NETWORK INTERFACE

EMERSON  
ELECTRIC

Small grey utility box on the lower left wall.





The OFFICE  
DINING & SPIRITS

The OFFICE  
DINING & SPIRITS

STOP

36



The OFFICE  
DINING & SPIRITS

HAPPY HOUR MONDAY-FRIDAY 3PM-6PM  
PITCHERS, BEER BUCKETS, HOUSE WINES & WELL DRINKS  
+ HAPPY HOUR FOOD MENU  
½ OFF KIDS MEALS MONDAY & TUESDAY  
½ PRICED BOTTLES OF WINE EVERY WEDNESDAY

NO PARKING  
HERE  
TO  
COUNTER  
SERVE

NO PARKING  
LOADING  
ZONE  
8AM-12PM  
PERMITS ALLOWED

Main St. 64





The **OFFICE** DINING & SPIRITS

EVERY FRIDAY ALL YOU CAN EAT FISH FRY  
COMBO LUNCH MENU CHOOSE 2 FOR \$13 (MON-FRI)  
WEEKEND BRUNCH 10AM - 2PM







The **OFFICE**  
DINING & SPIRITS







































The FFICE  
DINING & SPIRITS

**HAPPY HOUR MONDAY-FRIDAY 3PM-6PM**

**PITCHERS, BEER BUCKETS, HOUSE WINES & WELL DRINKS  
+ HAPPY HOUR FOOD MENU**

**1/2 OFF KIDS MEALS MONDAY & TUESDAY**

**1/2 PRICED BOTTLES OF WINE EVERY WEDNESDAY**



2-2-20  
P-I-Z-Z-A & S-P-I-R-I-T-S  
The Office

The OFFICE DINING & SPIRITS

EVERY FRIDAY ALL YOU CAN EAT FISH FRY  
COMBO LUNCH MENU CHOOSE 2 FOR \$13 (MON/FRI)  
WEEKEND BRUNCH 10AM - 2PM

201 East Main St  
1st Floor









ST. CHARLES HISTORIC PRESERVATION COMMISSION

# ARCHITECTURAL SURVEY

## ST. CHARLES CENTRAL DISTRICT

### ST. CHARLES, ILLINOIS

DIXON ASSOCIATES / ARCHITECTS

#### ARCHITECTURAL INTEGRITY

	1	2	3
<input type="checkbox"/> Unaltered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Minor Alteration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Major Alteration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Additions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sensitive to original	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insensitive to original	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

#### BUILDING CONDITION

- Excellent: Well-maintained**
- Good: Minor maintenance needed**
- Fair: Major repairs needed**
- Poor: Deteriorated**

#### ARCHITECTURAL DESCRIPTION

**Style:** Commercial Vernacular

**Date of Construction:** 1840-1880

**Source:** Field Observation

**Features:**

Red brick two story structure was a Banking House of Bowman and Baird. Minard's Hall on the second floor was an opera house. A law office was housed in the one story gable front structure to the east. This building was also the first library in St. Charles (1889). Plywood cladding at first floor happened in 1981. Limestone lintels. Received Facade grant in the 1990s.

Major alteration to the first floor is sensitive to the original building.

#### ARCHITECTURAL SIGNIFICANCE

- Significant**
- Contributing**
- Non-Contributing**



**Address:**

201 East Main Street

**Representation in Existing Surveys:**

- Federal**
- State**
- County**
- Local**

**Block No. 48**

**Building No. 3**

**SURVEY DATE:**

MAY 1994

**ROLL NO. 8**

**NEGATIVE NO. 2**



ST. CHARLES HISTORIC PRESERVATION COMMISSION

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

DIXON ASSOCIATES / ARCHITECTS

CONTINUATION SHEET NO: 1



**Address:**

201 East Main Street

**Remarks:**

West Elevation.

**Block No. 48**

**Building No. 3**

**ROLL NO. 18**

**NEGATIVE NO. 14**



**Address:**

201 E Main St.

**Remarks:**

Photo taken 10/21

**Block No.**

**Building No.**

**ROLL NO.**

**NEGATIVE NO.**





ST. CHARLES HISTORIC PRESERVATION COMMISSION

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

DIXON ASSOCIATES / ARCHITECTS

CONTINUATION SHEET NO: 1



Address:

201 E Main St.

Remarks:

West Elevation

Photo taken 10/21

Block No.

Building No.

ROLL NO.

NEGATIVE NO.

Address:

Remarks:

Block No.

Building No.

ROLL NO.

NEGATIVE NO.

**CITY OF ST. CHARLES  
FACADE IMPROVEMENT AGREEMENT**

Program Year: May 1, 2024 to April 30, 2025

**THIS AGREEMENT**, entered into this 17<sup>th</sup> day of June, 2024, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: H & C Hospitality, LLC (Mike Carney)

Tax ID# or Social Security #

For the following property:

Address of Property: 201 E Main St.

PIN Number: 09-27-390-006 & 09-27-390-008

**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.

SECTION 2: No improvement work shall be undertaken until its design has been submitted to and approved by the City Council. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within the Program Year, ending April 30.

SECTION 3: The Director of Community Development shall periodically review the progress of the contractor's work on the facade improvement pursuant to this Agreement. Such inspections shall not



replace any required building permit inspection. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

SECTION 4: Upon completion of the improvements and upon their final inspection and approval by the Director of Community Development, the OWNER/LESSEE shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The OWNER/LESSEE shall also submit to the CITY a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The CITY shall, within fifteen (15) days of receipt of the contractor's statement, proof of payment and lien waivers, and the architect's statement, issue a check to the OWNER/LESSEE as reimbursement, subject to the limitations set forth in Exhibit "I".

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

OWNER/LESSEE. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

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

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

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

SECTION 8: Nothing herein is intended to limit, restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises which is unrelated to the facade improvement provided for in this Agreement.

SECTION 9: This Agreement shall be binding upon the CITY and upon the OWNER/LESSEE and its successors, to said property for a period of five (5) years from and after the date of completion and approval of the facade improvement provided for herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of the provisions of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

**OWNER/LESSEE**

**CITY OF ST. CHARLES**

\_\_\_\_\_

\_\_\_\_\_

**Mayor**

**ATTEST:** \_\_\_\_\_

**City Clerk**



**EXHIBIT "I"**

**Total Reimbursement Amounts**

**Commercial Façade Grants:**

	<b>Total Estimated Cost</b>	<b>Reimbursement Percentage</b>	<b>Total Maximum Grant Amount</b>
<b>Routine Maintenance Improvements</b>	\$	25%	
<b>Historic Preservation Improvements</b>	\$	50%	\$
<b>Building Improvements</b>	\$ 19,330	50%	\$ 9,665
<b>Architectural Services</b>	\$	100% (not to exceed \$4000)	\$
<b>TOTAL</b>	\$19,330	-	\$9,665

**Residential Façade Grants:**

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

**EXHIBIT “II”**

**Plans, Design drawings, Specifications and Estimates**

Attachments:

Estimate from NR Painting LLC, Dated March 24<sup>th</sup> 2024

Estimate from Pirok Design dated April 17<sup>th</sup> 2024



Name Mere Corney Date 04-24-24  
 Address 201 E Main St City St Charles  
 Phone \_\_\_\_\_  
 Email Mcorney@yorkutility Cell 773-321-9800  
 Approx. services.com Approx. \_\_\_\_\_  
 Start Date \_\_\_\_\_ Completion Date \_\_\_\_\_

NR Painting LLC. agrees to complete the Exterior painting at \_\_\_\_\_

**PREPARATION**

Powerwash the  House  Deck  Trim  Other \_\_\_\_\_ w/ TSP. Hand scrub w/a bleach solution

Scrape and sand all loose and peeling paint

Power sand and/or power grind rough edges

Wire brush all bare wood with oil primer

Prime all rusted or bare metal with Rust Destroyer

Lintils  Railings  Meter Pipe  Other \_\_\_\_\_  
 Complete primer cool required on \_\_\_\_\_

Stripping \_\_\_\_\_

Caulk all wood to wood joints and gaps

Caulk around all door and window frames

Caulk all wood to brick joints

Caulk all wood to aluminum joints

Use 40-50 year sealant (caulk)

Renail all loose boards where needed (minor)

Repair defective knots

Remove and reset Downspouts Shutters and House numbers \_\_\_\_\_

Remove all loose putty and glaze windows where necessary.

Remove and reset storms, paint sash (Interior windows)

**FINISH COAT**  2 coats

Benjamin Moore  Valspar  Cabots  Other \_\_\_\_\_

Match existing colors Color Change \_\_\_\_\_

All wood trim \_\_\_\_\_

Window frames w/ \_\_\_\_\_

Window sash w/ \_\_\_\_\_

Soffits & fascia w/ \_\_\_\_\_

Shutters w/ \_\_\_\_\_

Detached garage w/ \_\_\_\_\_  Garage Doors

Lintils  Meter Pipe \_\_\_\_\_  Frames \_\_\_\_\_

Other Replace the most rotten wood around the building. Paint wood siding, front windows, front doors, back windows and back doors w/ 2 coats of Benjamin moore  
Paint the wood part of the chimney. Stain the fence on top of the roof  
Stain the privacy fence for Bathroom. Stain the electric box

Deck w/ \_\_\_\_\_  Balcony \_\_\_\_\_

Railings metal / wood/ w/ \_\_\_\_\_

Porch (Int. or Ext.) w/ \_\_\_\_\_

Porch floor w/ \_\_\_\_\_

Entry doors w/ \_\_\_\_\_  Sidelights \_\_\_\_\_

Dormers w/ \_\_\_\_\_

Aluminum / Vinyl Siding w/ \_\_\_\_\_

Wood / cedar siding w/ \_\_\_\_\_

Gutters w/ \_\_\_\_\_  Downspouts \_\_\_\_\_

Stucco Panels / Stucco / Dry Vit \_\_\_\_\_

Notes: Paint 16 second floor windows 3 windows in the Basement  
1 door to the Basement w/ 2 coats of Benjamin moore  
Paint metal fence in the back part of the building  
lift damage window glass but if it breaks is not guaranteed

**GUARANTEE**

NR PAINTING LLC, will guarantee all work against our paint peeling for one (1) years following completion of the work. Owner shall notify NR PAINTING, LLC, of any warranty issues occurring with the Warranty Period, in writing and immediately upon discovery thereof. Owner agrees that in no event shall any claim be submitted to NR PAINTING, LLC later than one (1) year following NR PAINTING, LLC completion of it's services hereunder. If any peeling of our paint occurs, NR PAINTING, LLC will repaint the defective area(s) at no charge Mold, mildew, and rotting wood are NOT covered by guarantee. Galvanized gutters, deck surfaces, tops of handrailing and step are NOT covered by the guarantee.

Tarp all areas, especially landscaping, roof, decks, and concrete. NR PAINTER LLC. will clean up the job site daily and remove all debris NR PAINTER, LLC will supply all equipment and store it properly.

**ACCEPTANCE OF CONTRACT**

We will maintain insurance coverage during the performance of work  
 Payment to be made in the form of a check to NR PAINTING, LLC.

The above prices, specifications and conditions are satisfactory.  
 NR PAINTING, LLC is authorized to do the work specified.  
 Payment will be made as outlined above.

PAINTING COST Materials included  
 TOTAL COST \$15,850.00

Signature \_\_\_\_\_  
 Owner/ Purchase

Signature [Signature]  
 NR Painting LLC



Business Identity That Gets You Noticed

- CUSTOM SIGNS
- LOGO DESIGN
- GRAPHIC DESIGN
- WEBSITES

Client: The Office Dining & Spirits  
Mike Carney

Address: 201 E. Main St.  
St. Charles, IL 60174

Phone: 630.240.6000  
E-mail: mikec@theofficestc.com

Date: April 17, 2024

# QUOTATION

Respectfully submitted by:  
Kevin Pirok, Pirok Design, Inc.

Project Description: Furnish and install (3) three signs for The Office Dining & Spirits located at 201 E. Main St., St. Charles, IL.

Remove existing signs.  
Install new signs to west, south and north elevations. Same locations.  
Substrate will be 3mm black aluminum composite panel.  
Graphics will be red and white applied vinyl per customer layout.  
Upon acceptance, a proof will be submitted for layout approval.

All work will be completed in a professional manner for the sum of: **\$3,480.00**  
 Delivery/Installation: **three weeks from approval**  
 Deposit: **\$1,740.00**  
 Amount due upon completion: **\$1,740.00 + permit procurement if applicable**

Terms: Deposit of 50% with balance due at completion. Quote valid for 30 days.  
There will be a 3.5% service charge for any credit card payment over \$50.00

DRAWINGS: The drawings and renderings submitted with this proposal are the property of Pirok Design, Inc. and are used only in connection with the work performed by them and their associates. Reproduction in whole or in part for any other purpose is expressly forbidden without written consent from Pirok Design, Inc. Design and layout charges of up to \$3,000.00 will be assessed for misuse or reproduction of these plans.

RELEASE OF ART WORK / DESIGN.  
For an additional fee of \$500.00 the design will be released for marketing use by the client. One CD containing art work will be furnished. Replacement CD's will be \$134.00 each.

INSTALLATION: Notwithstanding anything to the contrary contained herein, Pirok Design, Inc. assumes no responsibility for any secondary or consequential damages caused by any defect in the real property or improvements thereon where installation occurs, including but not limited to the existence of a Dryvit facade on the building. Pirok Design, Inc. no way warrants or guarantees the installation of any sign which is installed onto or through Dryvit, or Dryvit type siding products. Pirok Design, Inc. shall have no obligation to correct, and Client agrees to indemnify, defend, and hold harmless Pirok design, Inc., for any claim which may arise which caused by, in the sole discretion of Pirok Design, Inc., the existence of Dryvit or Dryvit type products.

EXCAVATION & LANDSCAPING: In the instance where trenching and/or excavating for a sign base is involved, Pirok Design assumes no responsibility for the final reseeding, planting and/or black dirt replacement involved in this operation. Pirok Design, Inc. will return the area to a workable condition to allow customer to do final landscaping. The above contract pricing is calculated with engineered footings for soil types common to your area. Upon excavation of abnormal soil conditions, (i.e. loose compaction, fresh backfill, building debris, hidden concrete) additional costs may be incurred. These additional costs will be passed along to the customer at a rate of cost plus 20% handling.

SPECIAL conditions on client's purchase orders or order confirmations in no way negate the above Conditions of Sale. In ordering the work described above, the client accepts all of these conditions noted on this contract.

REMEDIES FOR DEFAULT: In the event the customer fails to pay for all services, labor and material, provided for herein, pursuant to the payment terms and conditions as set forth herein, then Pirok Design, Inc. shall have any and all remedies provided by the statutes and the Common Law of the State of Illinois and, shall in addition to those remedies have the right to recover all reasonable attorneys fees for the collection of any delinquent sums due thereunder including reasonable collection costs and any law suit: legal expenses for the costs of preparing, filing and recording any mechanics liens and for any and all reasonable attorneys fees incurred in the filing of any lawsuit to collect any delinquent sums or to foreclose any mechanics liens resulting from customers to pay or other default pursuant to the terms and conditions of this agreement. In addition, customer will be charged a rate of 2% interest for every month after the first 10 days of default.


SEVERABILITY: All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any common court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein and all other parts of this agreement shall be and remain in full force and effect.

Permit procurement, through the City of is additional. Permit fees, engineering fees required by cities, and procurement fees will be additional.

Sign construction will commence upon receipt of permit. Delivery dates are estimated from receipt of permit.

**Acceptance:** The above specifications and conditions are satisfactory and hereby accepted.

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Signature:  Company: \_\_\_\_\_ Date: April 17, 2024

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Pirok Design, Inc. Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_