

**City of St. Charles, Illinois  
Resolution No. 2024- \_\_**

**A Resolution Authorizing the Mayor and City Council to Execute a Façade Improvement Agreement between the City of St. Charles and H & C Hospitality LLC (201 E Main St.)**

**Presented & Passed by the  
City Council on \_\_\_\_\_**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk are hereby authorized to execute that certain Façade Improvement Agreement, in substantially the form attached hereto and incorporated herein as Exhibit “A” by and on behalf of the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 17th day of June, 2024.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 17th day of June, 2024.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 17th day of June, 2024.

\_\_\_\_\_  
Lora A. Vitek, Mayor

Attest:

\_\_\_\_\_  
City Clerk/Recording Secretary

Voice Vote:

Ayes:

Nays:

Absent:

Abstain:

Resolution No. \_\_\_\_\_

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**Exhibit "A"**

Façade Improvement Agreement between the City of St. Charles and H & C Hospitality LLC

**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.

Signature: \_\_\_\_\_ Company: \_\_\_\_\_ Date: \_\_\_\_\_  
*Kevin Pirok* \_\_\_\_\_ April 17, 2024  
 Pirok Design, Inc. Representative Signature: \_\_\_\_\_ Date