

# CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

## DEVELOPMENT COMMITTEE

**Monday, August 10, 2015  
7:00 P.M. - Council Chambers**

### AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
  - A. July 13, 2015
3. Public Participation
4. Items for Consent
  - A. Casa Rios Bridal Boutique – 204 Main Street, Façade Grant
  - B. F. Perez & Associates – 178 W. Washington Street, Façade Grant
5. Items for Discussion
  - A. Bowling Green Sports Center – 243 W. Roosevelt Road, Appearance Code Appeal
  - B. Strategic Planning – Commercial and Industrial Properties
6. Unfinished Business
7. New Business
8. Reports from Staff
9. Adjournment

## **MINUTES**

### **DEVELOPMENT COMMITTEE**

**July 13, 2015, 7:00 P.M.**

**1. Call to Order, Roll Call, and Establishment of a Quorum.**

Alderman Stout called the meeting to order at 7:00 p.m.

Roll call found Aldermen John Banas, James Beifuss, Laura Grodoski, Jayme Sheahan, John Smith and Becky Stout, present.

Also in attendance was Director of Community Development, John Said.

**2. Approval of Minutes.**

**A. June 8, 2015**

**Alderman Banas made a motion to approve the minutes, which was seconded by Alderman Grodoski. All remaining members agreed and the motion carried.**

**3. Public Participation.**

**A. Presentation : “Homes for a Changing Region” Planning Study Progress Report - Chicago Metropolitan Agency for Planning (CMAP).**

Prior to the presentation, John Said provided background information on this project, explaining that it was initiated to analyze existing housing and determine future housing needs for the communities of West Chicago, Glendale Heights and Hanover Park. After which, Michael Blue of Teska Associates, the consultant for the project, introduced his colleagues in attendance: Allison Milld Clements of the Metropolitan Planning Council (MPC), Todd Vanadilok of Teska, and Nancy Firfer, also of MPC. Mr. Blue began the presentation with an overview of the study and then reviewed the study's initial findings as well as ideas for moving forward. Alderman Stout opened the discussion for the Committee. Alderman Beifuss asked about housing price trends, foreclosures, downtown redevelopment, townhome options and ideas for locating multi-family residential projects

in or near areas of higher activity. Alderman Banas agreed and stated his preference for having the residents of his ward more connected to the balance of the City. He also expressed interest in knowing about the right mix of retail, industrial and manufacturing and suggested that if the City budget allows, he would like to see more business recruitment efforts.

Alderman Grodoski asked about how the CMAP study works in conjunction with the City's Strategic Plan and Mr. Said replied that information has been exchanged between the two as well as with the upcoming Developer Review Panel. Alderman Grodoski also inquired about the connection between local schools and City housing. Alderman Stout thanked the representatives for their work up to this point, stating that the information provides a great snapshot of where the City is at and further encouraged them to proceed accordingly.

**4. Items for Consent.**

None.

**5. Items for Discussion.**

**A. Bowling Green Sports Center – 243 W. Roosevelt Road, Appearance Code Appeal.**

John Said conveyed the item history, whereby the owner began to re-face the building's brick exterior without prior approval from the City. At this time, the owner is requesting the consideration of a waiver to the Appearance Code requirements in order to paint the exterior brick façade at the Bowling Green Sports Center. In attendance were representatives from Bowling Green, Mr. Scott Smith, GM, and Mr. Brandon Smith, Marketing Director.

Alderman Banas questioned the representatives about their decision related to the stop work order and they indicated their concerns with protecting the exposed surfaces and with the overall building appearance. Scott Smith further stated their intentions to invest as much as 1 million dollars in the remodeling of both the interior and exterior of said location over the next years. He also added that if they had known that painting over brick was not allowed, they would have never done it. Alderman Grodoski termed the situation as unfortunate and Alderman Beifuss recalled when the Appearance Code was first established and questioned the intent of not allowing painting over brick.

Alderman Smith asked whether the approval of this request would possibly set a precedent and Mr. Said replied that it is uncertain whether that conclusion can be made.

In response to Alderman Banas' question about company's rebranding, Mr. Brandon Smith talked about the modern design and color scheme chosen for the building. Mr. Smith also stated that, in his ten years of experience in the painting industry, he was never required to apply for a permit or waiver with a city. Mr. Scott Smith talked about the poor condition of the brick prior to their beginning the painting project and how they took steps to correct the problems.

Mr. Said reviewed the language regarding an appeal to the Appearance Code and how it might relate to setting a precedent. Alderman Banas also voiced concerns about a possible precedent and about the project not being halted when the stop work order was issued.

A discussion followed between Mr. Scott Smith and Mr. Said about the timing of the deadline for the June meeting agenda.

Alderman Beifuss inquired about the requirements to request a waiver and Mr. Said replied that no fee is required. Alderman Beifuss went on to summarize both sides of the issue and then asked the Bowling Green representatives how they would remove the primer. Mr. Brandon Smith answered that sand-blasting would be needed. A discussion then ensued about the effects of sand-blasting on brick, other means of paint removal from brick and the longevity of painting brick.

Alderman Stout asked for more research on the subjects and Alderman Banas agreed about needing more information, but also asked about the original intent of the Appearance Code as it related to painting over brick and Alderman Stout replied that it was a maintenance issue. Mr. Said articulated staff's willingness to do more research, but cautioned that it may not result in a decisive solution and further reminded the members of the time frame involved. Alderman Smith asked that the research include whether the brick might need to be replaced and Mr. Brandon Smith added his knowledge about the possible time and cost required to remove paint from brick.

Alderman Beifuss voiced concern about the long-term effects of painted brick and having to re-paint in the future. He then asked if a financial guarantee, such as a bond or Letter of Credit, or language could be added to a possible ordinance for this request to ensure a good appearance of this building over the long term. Mr. Said responded that these ideas would need to be researched, but that code enforcement exists to help ensure acceptable exterior appearances. A discussion followed among the Committee members as to the uniqueness of a request for a waiver that takes place after the fact and Mr. Said offered to prepare the language. Alderman Stout summarized the point of additional research in order to ascertain the potential damage to the structure and the wording required, were this type of waiver allowed.

Both Aldermen Grodoski and Sheahan agreed. Alderman Smith agreed with the need to research what wording could be added to an ordinance in order to bolster the Committee's position.

The Committee asked the applicant and City staff to provide further information, including obtaining information from other sources, regarding the impact of removing the primer on the brick and mortar at the August meeting. Mr. Said informed the applicants to have their information submitted by Friday July 31<sup>st</sup> at 4:30 pm.

**6. Unfinished Business.**

None.

**7. New Business.**

None.

**8. Reports from Staff.**

None.

**9. Adjournment.**

**Alderman Banas made a motion, seconded by Alderman Smith, to adjourn the Development Committee meeting at 8:44 p.m. The Committee members unanimously agreed and the motion carried.**

Respectfully submitted,

Jane Burke  
Executive Secretary

## CITY OF WEST CHICAGO

### DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Downtown Façade Grant Program Agreement  
204 Main Street  
Casa Rios Bridal Boutique

Resolution No. 15-R-0038

**AGENDA ITEM NUMBER:** \_\_\_\_\_

**FILE NUMBER:** \_\_\_\_\_

**COMMITTEE AGENDA DATE:** Aug. 10, 2015

**COUNCIL AGENDA DATE:** \_\_\_\_\_

**STAFF REVIEW:** John D. Said

**SIGNATURE** JD Said

**CITY ADMINISTRATOR REVIEW:** Michael Guttman

**SIGNATURE** \_\_\_\_\_

**ITEM SUMMARY:**

Emma Rios, owner of Casa Rios Bridal Boutique, has requested Façade Grant Program funding for the replacement of the awning on the exterior of her storefront at 204 Main Street. The proposed awning replacement is and eligible improvement under the Program's guidelines.

Mrs. Rios submitted three quotes for the awning replacement: 1) Shaw's Awnings & Tents for \$1,500.00; 2) Signex Awnings & Signage for \$1,500.00; and 3) Aurora Tent and Awning, Inc. for \$2,126.30. Based on the lowest quote by Shaw's Awnings & Tents, the shared cost to be incurred by the City will not exceed \$750.00. A copy of the Agreement is attached as Exhibit A of the attached Resolution.

The funding for the Program comes from the downtown T.I.F. district. Per the guidelines established for the Program the City may contribute up to 50% of the cost of the improvements, based on the lowest quotes submitted, if sufficient funding is available for the Program. City staff acknowledges that there are sufficient funds available to reimburse up to \$750.00 to Mrs. Rios for the successful completion of the improvements per the Program's guidelines.

On July 28, 2015 the City's Historical Preservation Commission reviewed the proposed awning replacement and approved the improvements as presented.

**ACTIONS PROPOSED:**

Consideration of a Resolution authorizing the Mayor to execute a certain Downtown Façade Grant Program Agreement in the amount not to exceed \$750.00 for Casa Rios Bridal Boutique located at 204 Main Street.

**COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 15-R-0038**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A CERTAIN DOWNTOWN FAÇADE GRANT PROGRAM AGREEMENT -  
EMMA RIOS – 204 MAIN STREET**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a certain Downtown Façade Grant Program Agreement by and between Emma Rios and the City of West Chicago, a copy of which is attached hereto and incorporated herein as Exhibit “A”.

APPROVED this 17<sup>th</sup> day of August, 2015.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith

**Exhibit A to Resolution 15-R-0038**

**DOWNTOWN REHABILITATION FACADE PROGRAM AGREEMENT**

This DOWNTOWN REHABILITATION FACADE PROGRAM AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of West Chicago, DuPage County, Illinois, an Illinois municipal corporation (hereinafter referred to as the "CITY") and Emma Rios, (hereinafter referred to as the "APPLICANT") (the CITY and the APPLICANT are hereinafter collectively referred to as the "PARTIES");

WITNESSETH:

WHEREAS, the APPLICANT is a business owner on certain real property located at 204 Main Street, in West Chicago, (hereinafter referred to as the "SUBJECT REALTY") and legally described on Exhibit "A", which is attached hereto and incorporated herein; and,

WHEREAS, the SUBJECT REALTY is located within the CITY'S Downtown Redevelopment Project Area (hereinafter referred to as the "AREA"), duly established pursuant to the Tax Increment Allocation Redevelopment Act (hereinafter referred to as the "ACT"), 65 ILCS 5/11-74.4-1 et seq.; and,

WHEREAS, Chapter 4, Article V of the CITY'S Code of Ordinances establishes specific rules and regulations with respect to the alteration of historic structures in the AREA; and,

WHEREAS, Chapter 4 Article VI of the CITY'S Code of Ordinances establishes a facade program (hereinafter referred to as the "PROGRAM") whereby the CITY may make financial contributions toward the cost of certain exterior improvements with respect to commercial structures located within the AREA; and,

WHEREAS, the SUBJECT REALTY is improved with a commercial structure upon which the APPLICANT proposes to complete certain exterior improvements (hereinafter referred to as the "IMPROVEMENTS"), as detailed and depicted on the improvement plans and specifications (hereinafter referred to as the "PLANS"), which are attached hereto and incorporated herein as Exhibit "B"; and,

WHEREAS, the APPLICANT has applied, pursuant to the PROGRAM, for a financial contribution from the CITY toward the cost of the IMPROVEMENTS as detailed and depicted on the PLANS; and,

WHEREAS, the CITY has determined that it would further the achievement of the objectives of the AREA for the commercial structure located upon the SUBJECT REALTY to be improved as provided for on the PLANS and that said IMPROVEMENTS would qualify for financial contributions from the CITY pursuant to the PROGRAM; and,

WHEREAS, the CITY desires the IMPROVEMENTS be completed on the SUBJECT REALTY and agrees to financially contribute toward such IMPROVEMENTS based on the terms and conditions of this AGREEMENT and the PROGRAM; and,

WHEREAS, the APPLICANT desires to complete the IMPROVEMENTS in accordance with the terms and conditions of this AGREEMENT and the PROGRAM and desires to receive a financial contribution from the CITY for the completion of said IMPROVEMENTS; and,

WHEREAS, July 28, 2015 the CITY'S Historical Preservation Commission approved Certificate of Appropriateness No. 2015-06 for the IMPROVEMENTS.

NOW, THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the PARTIES hereto agree as follows:

ARTICLE I  
INCORPORATION OF RECITALS

The PARTIES hereby confirm and admit the truth and validity of the representations and recitations set forth in the foregoing recitals. The PARTIES further acknowledge that the same are material to this AGREEMENT and are hereby incorporated into and made a part of this AGREEMENT as though they were fully set forth in this Article I and the same shall continue for so long as this AGREEMENT is of force and effect.

ARTICLE II  
AUTHORITY

This AGREEMENT is made and entered into by the PARTIES pursuant to and in accordance with the provisions of the ACT.

ARTICLE III  
IMPROVEMENTS TO THE SUBJECT REALTY

The APPLICANT shall complete the IMPROVEMENTS on the SUBJECT REALTY in accordance with the terms and conditions of this AGREEMENT and in full compliance with all applicable codes, ordinances, rules, regulations, permits and any conditions attached thereto, whether imposed by the CITY or any other unit of local government or any Federal, State or governmental agency having jurisdiction over the SUBJECT REALTY or any portion thereof, and shall complete the IMPROVEMENTS in a good and workmanlike manner.

The APPLICANT shall furnish, or cause to be furnished, at his own expense, all the necessary materials, labor and equipment to complete the IMPROVEMENTS in accordance with the PLANS. The IMPROVEMENTS shall be subject to inspection by, and approval of, the CITY.

The APPLICANT shall pay to the CITY all plan review, inspection and other fees, prior to the issuance of any required building permits for the IMPROVEMENTS on the SUBJECT REALTY, as required by the CITY'S Code of Ordinances.

The APPLICANT shall complete the IMPROVEMENTS within twelve (12) months of the issuance of the building permit by the CITY for such IMPROVEMENTS. If the APPLICANT fails to complete the IMPROVEMENTS within the established timeframe the CITY may rescind the financial contribution agreed upon herein in this AGREEMENT.

ARTICLE IV  
REDEVELOPMENT OF THE SUBJECT REALTY

Upon the APPLICANT'S completion of the IMPROVEMENTS on the SUBJECT REALTY as provided hereinabove, the APPLICANT shall give notice of completion to the CITY, and shall provide the CITY with all receipts, sworn contractor statements and lien waivers (hereinafter referred to as the "DOCUMENTATION") showing that all persons who have done work, or have furnished materials with respect to the IMPROVEMENTS, and might be entitled to a lien therefore under any laws of the State of Illinois, have been paid in full for their work and are no longer entitled to such lien. The CITY shall inspect the IMPROVEMENTS as soon as practicable after receipt of the DOCUMENTATION, and if the IMPROVEMENTS are found to be in full compliance with the terms of this AGREEMENT and all applicable codes, ordinances, rules, regulations, permits and conditions as provided hereinabove, the CITY shall issue a final inspection report approving the IMPROVEMENTS. The City Council, following the issuance of said final inspection report and receipt of all of the required DOCUMENTATION, shall authorize payment of the CITY'S financial contribution toward the IMPROVEMENTS pursuant to the PROGRAM in an amount equal to the lesser of four thousand five hundred seventy-eight dollars and zero cents (\$4,578.00), or one half of the amount actually paid by the APPLICANT for the IMPROVEMENTS, as indicated on the DOCUMENTATION submitted to the CITY, whichever is less.

ARTICLE V  
TIME

Time is of the essence under this AGREEMENT and all time limits set forth herein shall be mandatory and shall not be waived except by a lawfully authorized and executed written waiver amendment to this AGREEMENT by the PARTIES excusing such timely performance.

ARTICLE VI  
AMENDMENTS

This AGREEMENT sets forth all the promises, inducements, agreements, conditions and undertakings between the APPLICANT and the CITY relative to the IMPROVEMENTS identified herein this AGREEMENT , and there shall be no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth. No subsequent alteration, amendment, change or addition to this AGREEMENT shall be binding upon the PARTIES hereto unless authorized in accordance with the law and reduced in writing and signed by the PARTIES. However, whenever under the provisions of this AGREEMENT any notice or consent of the CITY or the APPLICANT is required, or the CITY or the APPLICANT is required to agree or to take some action at the request of the other, such approval or such consent of such request shall be given for the CITY, unless otherwise provided herein, by the Mayor or his designee and for the APPLICANT by the APPLICANT or any agent as the APPLICANT so authorizes.

ARTICLE VII  
NOTICES

All notices and requests required pursuant to this AGREEMENT shall be sent by certified mail as follows:

To the APPLICANT: Casa Rios Bridal Boutique  
Emma Rios  
204 Main Street  
West Chicago, Illinois 60185

To the CITY: City of West Chicago  
475 Main Street  
West Chicago, Illinois 60185

or at such other addresses as either of the PARTIES may indicate in writing to the other either by personal delivery or by certified or registered mail, return receipt requested, with proof of delivery thereof.

ARTICLE VIII  
GOVERNING LAWS

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Illinois.

ARTICLE IX  
COUNTERPARTS

This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals on the date first above written.

CITY OF WEST CHICAGO, an Illinois  
Municipal Corporation,

By: \_\_\_\_\_  
Mayor Reuben Pineda

ATTEST: \_\_\_\_\_  
City Clerk Nancy M. Smith

By: \_\_\_\_\_  
Emma Rios

STATE OF ILLINOIS        )  
                                      )       SS.  
COUNTY OF DU PAGE     )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ruben Pineda, Mayor of the City of West Chicago, and Nancy M. Smith, City Clerk, personally known to me to be the same persons whose names are set forth on the foregoing instrument as such Mayor and City Clerk respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said City Clerk then and there acknowledged that she, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF DU PAGE     )       SS.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Emma Rios, personally known to me to be the same person whose name is set forth on the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

### Legal Description

That part of the northwest quarter of Section 10, Township 39 North, Range 9, East of the Third Principal Meridian, and being part of the Warehouse Block in the City of West Chicago, described by commencing at the intersection of the south line of Depot Street with a continuation of the east line of Galena Street and running thence easterly along the south line of Depot Street 30.2 feet to the westerly face of the Gordon Roundy Building for a place of beginning; thence continuing easterly along the south line of Depot Street 27.58 feet to the westerly face of the H. Lieberman Building; thence southerly along the westerly face of said building 60 feet to a point 181.52 feet westerly from the easterly line of the warehouse Block extended southerly; thence westerly parallel with Depot Street 28.59 feet to the westerly face of the Gordon Roundy Building; thence northerly along the westerly face of said building 60 feet to the place of beginning, in DuPage County, Illinois.

P.I.N. 04-10-108-005

## EXHIBIT B

(Insert PLANS here)

## OFFICIAL USE ONLY

Building Permit # \_\_\_\_\_  
COA # 15-06  
COA Approval Date 7-28-15

CITY OF WEST CHICAGO  
FACADE IMPROVEMENT GRANT PROGRAM APPLICATION  
WRITTEN ESTIMATE FORM

COMPLETE ONE FORM FOR EACH PROJECT ADDRESS

PROJECT ADDRESS 204 MAIN ST

OWNER'S NAME EMMA RIVS

OWNER'S ADDRESS 204 MAIN ST

OWNER'S TELEPHONE NUMBER 630-231-7130

CONTRACTOR'S NAME SHAW'S AWNING & TENTS

CONTRACTOR'S ADDRESS 101 W. ILLINOIS MORRIS, IL 60450

CONTRACTOR'S TELEPHONE NUMBER (815) 416-0313 DATE 6-19-15

DESCRIPTION OF PROPOSED CONSTRUCTION - ATTACH ANY ADDITIONAL  
INFORMATION TO THIS FORM.

Replace AWNING

TOTAL COST TO PERFORM ABOVE WORK \$ 1500.00

THIS ESTIMATE GOOD FROM \_\_\_\_\_ UNTIL \_\_\_\_\_

CONTRACTOR'S SIGNATURE \_\_\_\_\_

SHAW'S AWNINGS & TENTS  
101 W. Illinois Avenue  
Morris, Illinois, 60450

Phone 815-416-0313  
Cell 815-354-8968

413951

Invoice

6-19-15

SOLD TO <i>CASA Ribs</i>		SHIP TO		
ADDRESS <i>Bridge</i>		ADDRESS		
CITY, STATE, ZIP		CITY, STATE, ZIP		
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		<i>Recover Awnings</i>			
		<i>SunR Blue</i>			
		<i>Take Down Frame</i>			
		<i>Reprint Frame</i>			
		<i>Cover New material</i>			
		<i>Install</i>			

A-5840 T-46708/46721

01-11

1500

1/2 Deposit

Balance on Completion

1-815-354 89 68

Web Shaw

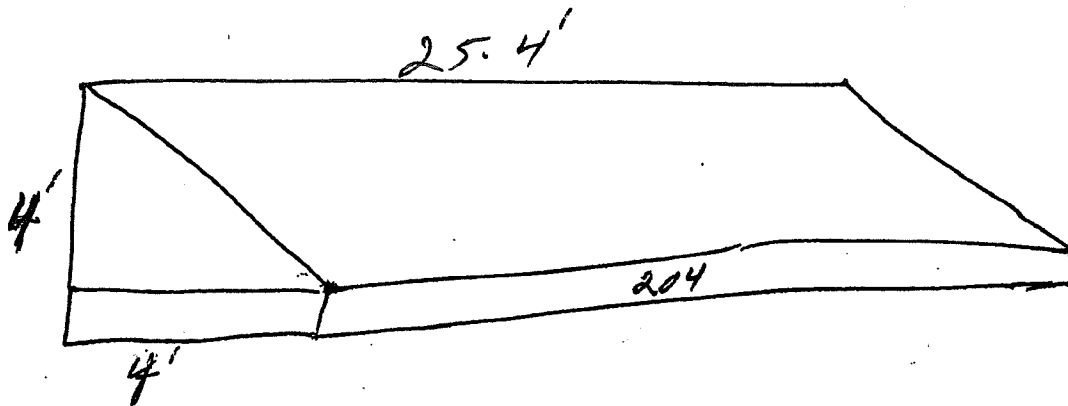
## BILLING ADDRESS

CASA RIOS Bridal Boutique

204 main St. west Chicago IL 60185

SITE

Summer



Color: Blue.

## CITY OF WEST CHICAGO

### DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Downtown Façade Grant Program Agreement  
178 W. Washington Street  
F. Perez & Associates

Resolution No. 15-R-0037

**AGENDA ITEM NUMBER:** \_\_\_\_\_

**FILE NUMBER:** \_\_\_\_\_

**COMMITTEE AGENDA DATE:** Aug. 10, 2015

**COUNCIL AGENDA DATE:** \_\_\_\_\_

**STAFF REVIEW:** John D. Said

**SIGNATURE** JSB

**CITY ADMINISTRATOR REVIEW:** Michael Guttman

**SIGNATURE** \_\_\_\_\_

**ITEM SUMMARY:**

Fermin Perez, owner of the law firm F. Perez & Associates, has requested Façade Grant Program funding for the installation of a wall sign and three (3) awnings on the exterior of his tenant space at 178 W. Washington Street. The proposed sign and awnings are eligible improvements under the Program's guidelines.

Mr. Perez submitted three estimates for the sign and awnings installation: 1) Ozko Signs and Lighting Company for \$9,156.00; 2) Grant Electric Sign, Inc. for \$10,400.00; and 3) SignCo Plus, Inc. for \$12,578.60. Based on the lowest quote by Ozko Signs and Lighting Company, the shared cost to be incurred by the City will not exceed \$4,578.00. A copy of the Agreement is attached as Exhibit A of the attached Resolution.

The funding for the Program comes from the downtown T.I.F. district. Per the guidelines established for the Program the City may contribute up to 50% of the cost of the improvements, based on the lowest quotes submitted, if sufficient funding is available for the Program. City staff acknowledges that there are sufficient funds available to reimburse up to \$4,578.00 to Mr. Perez for the successful completion of the improvements per the Program's guidelines.

On October 28, 2014 the City's Historical Preservation Commission reviewed the proposed awning replacement and approved the improvements as presented.

**ACTIONS PROPOSED:**

Consideration of a Resolution authorizing the Mayor to execute a certain Downtown Façade Grant Program Agreement in the amount not to exceed \$4,578.00 for F. Perez & Associates located at 178 W. Washington Street.

**COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 15-R-0037**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A CERTAIN DOWNTOWN FAÇADE GRANT PROGRAM AGREEMENT -  
FERMIN PEREZ – 178 W. WASHINGTON STREET**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a certain Downtown Façade Grant Program Agreement by and between Fermin Perez and the City of West Chicago, a copy of which is attached hereto and incorporated herein as Exhibit “A”.

APPROVED this 17<sup>th</sup> day of August, 2015.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith

**Exhibit A to Resolution 15-R-0037**

**DOWNTOWN REHABILITATION FACADE PROGRAM AGREEMENT**

This DOWNTOWN REHABILITATION FACADE PROGRAM AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of West Chicago, DuPage County, Illinois, an Illinois municipal corporation (hereinafter referred to as the "CITY") and Fermin Perez, (hereinafter referred to as the "APPLICANT") (the CITY and the APPLICANT are hereinafter collectively referred to as the "PARTIES");

WITNESSETH:

WHEREAS, the APPLICANT is a business owner and tenant on certain real property located at 178 W. Washington Street, in West Chicago, (hereinafter referred to as the "SUBJECT REALTY") and legally described on Exhibit "A", which is attached hereto and incorporated herein; and,

WHEREAS, the SUBJECT REALTY is located within the CITY'S Downtown Redevelopment Project Area (hereinafter referred to as the "AREA"), duly established pursuant to the Tax Increment Allocation Redevelopment Act (hereinafter referred to as the "ACT"), 65 ILCS 5/11-74.4-1 et seq.; and,

WHEREAS, Chapter 4, Article V of the CITY'S Code of Ordinances establishes specific rules and regulations with respect to the alteration of historic structures in the AREA; and,

WHEREAS, Chapter 4 Article VI of the CITY'S Code of Ordinances establishes a facade program (hereinafter referred to as the "PROGRAM") whereby the CITY may make financial contributions toward the cost of certain exterior improvements with respect to commercial structures located within the AREA; and,

WHEREAS, the SUBJECT REALTY is improved with a commercial structure upon which the APPLICANT proposes to complete certain exterior improvements (hereinafter referred to as the "IMPROVEMENTS"), as detailed and depicted on the improvement plans and specifications (hereinafter referred to as the "PLANS"), which are attached hereto and incorporated herein as Exhibit "B"; and,

WHEREAS, the APPLICANT has applied, pursuant to the PROGRAM, for a financial contribution from the CITY toward the cost of the IMPROVEMENTS as detailed and depicted on the PLANS; and,

WHEREAS, the CITY has determined that it would further the achievement of the objectives of the AREA for the commercial structure located upon the SUBJECT REALTY to be improved as provided for on the PLANS and that said IMPROVEMENTS would qualify for financial contributions from the CITY pursuant to the PROGRAM; and,

WHEREAS, the CITY desires the IMPROVEMENTS be completed on the SUBJECT REALTY and agrees to financially contribute toward such IMPROVEMENTS based on the terms and conditions of this AGREEMENT and the PROGRAM; and,

WHEREAS, the APPLICANT desires to complete the IMPROVEMENTS in accordance with the terms and conditions of this AGREEMENT and the PROGRAM and desires to receive a financial contribution from the CITY for the completion of said IMPROVEMENTS.

NOW, THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the PARTIES hereto agree as follows:

ARTICLE I  
INCORPORATION OF RECITALS

The PARTIES hereby confirm and admit the truth and validity of the representations and recitations set forth in the foregoing recitals. The PARTIES further acknowledge that the same are material to this AGREEMENT and are hereby incorporated into and made a part of this AGREEMENT as though they were fully set forth in this Article I and the same shall continue for so long as this AGREEMENT is of force and effect.

ARTICLE II  
AUTHORITY

This AGREEMENT is made and entered into by the PARTIES pursuant to and in accordance with the provisions of the ACT.

ARTICLE III  
IMPROVEMENTS TO THE SUBJECT REALTY

The APPLICANT shall complete the IMPROVEMENTS on the SUBJECT REALTY in accordance with the terms and conditions of this AGREEMENT and in full compliance with all applicable codes, ordinances, rules, regulations, permits and any conditions attached thereto, whether imposed by the CITY or any other unit of local government or any Federal, State or governmental agency having jurisdiction over the SUBJECT REALTY or any portion thereof, and shall complete the IMPROVEMENTS in a good and workmanlike manner.

The APPLICANT shall furnish, or cause to be furnished, at his own expense, all the necessary materials, labor and equipment to complete the IMPROVEMENTS in accordance with the PLANS. The IMPROVEMENTS shall be subject to inspection by, and approval of, the CITY.

The APPLICANT shall pay to the CITY all plan review, inspection and other fees, prior to the issuance of any required building permits for the IMPROVEMENTS on the SUBJECT REALTY, as required by the CITY'S Code of Ordinances.

The APPLICANT shall complete the IMPROVEMENTS within twelve (12) months of the issuance of the building permit by the CITY for such IMPROVEMENTS. If the APPLICANT fails to complete the IMPROVEMENTS within the established timeframe the CITY may rescind the financial contribution agreed upon herein in this AGREEMENT.

ARTICLE IV  
REDEVELOPMENT OF THE SUBJECT REALTY

Upon the APPLICANT'S completion of the IMPROVEMENTS on the SUBJECT REALTY as provided hereinabove, the APPLICANT shall give notice of completion to the CITY, and shall provide the CITY with all receipts, sworn contractor statements and lien waivers (hereinafter referred to as the "DOCUMENTATION") showing that all persons who have done

work, or have furnished materials with respect to the IMPROVEMENTS, and might be entitled to a lien therefore under any laws of the State of Illinois, have been paid in full for their work and are no longer entitled to such lien. The CITY shall inspect the IMPROVEMENTS as soon as practicable after receipt of the DOCUMENTATION, and if the IMPROVEMENTS are found to be in full compliance with the terms of this AGREEMENT and all applicable codes, ordinances, rules, regulations, permits and conditions as provided hereinabove, the CITY shall issue a final inspection report approving the IMPROVEMENTS. The City Council, following the issuance of said final inspection report and receipt of all of the required DOCUMENTATION, shall authorize payment of the CITY'S financial contribution toward the IMPROVEMENTS pursuant to the PROGRAM in an amount equal to the lesser of four thousand five hundred seventy-eight dollars and zero cents (\$4,578.00), or one half of the amount actually paid by the APPLICANT for the IMPROVEMENTS, as indicated on the DOCUMENTATION submitted to the CITY, whichever is less.

#### ARTICLE V TIME

Time is of the essence under this AGREEMENT and all time limits set forth herein shall be mandatory and shall not be waived except by a lawfully authorized and executed written waiver amendment to this AGREEMENT by the PARTIES excusing such timely performance.

#### ARTICLE VI AMENDMENTS

This AGREEMENT sets forth all the promises, inducements, agreements, conditions and undertakings between the APPLICANT and the CITY relative to the IMPROVEMENTS identified herein this AGREEMENT , and there shall be no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth. No subsequent alteration, amendment, change or addition to this AGREEMENT shall be binding upon the PARTIES hereto unless authorized in accordance with the law and reduced in writing and signed by the PARTIES. However, whenever under the provisions of this AGREEMENT any notice or consent of the CITY or the APPLICANT is required, or the CITY or the APPLICANT is required to agree or to take some action at the request of the other, such approval or such consent of such request shall be given for the CITY, unless otherwise provided herein, by the Mayor or his designee and for the APPLICANT by the APPLICANT or any agent as the APPLICANT so authorizes.

#### ARTICLE VII NOTICES

All notices and requests required pursuant to this AGREEMENT shall be sent by certified mail as follows:

To the APPLICANT:	F. Perez & Associates
	Fermin Perez
	178 W. Washington Street
	Suite B
	West Chicago, IL 60185

City of West Chicago  
475 Main Street  
West Chicago, Illinois 60185

ARTICLE VIII  
GOVERNING LAWS

ARTICLE IX  
COUNTERPARTS

CITY OF WEST CHICAGO, an Illinois  
Municipal Corporation,

4

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF DU PAGE     )       SS.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ruben Pineda, Mayor of the City of West Chicago, and Nancy M. Smith, City Clerk, personally known to me to be the same persons whose names are set forth on the foregoing instrument as such Mayor and City Clerk respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said City Clerk then and there acknowledged that she, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF DU PAGE     )       SS.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Fermin Perez, personally known to me to be the same person whose name is set forth on the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

### Legal Description

Lot 1 in Gloria's Plat of Consolidation, being a subdivision located in the Northeast Quarter of Section 9, Township 39 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded February 7, 2008 as Document R2008-019851, in DuPage County, Illinois.

P.I.N. 04-09-203-016

## EXHIBIT B

(Insert PLANS here)

OFFICIAL USE ONLY

Building Permit #

CCA # 19-15

CCA Approval Date 10-28-14

CITY OF WEST CHICAGO  
FACADE IMPROVEMENT GRANT PROGRAM APPLICATION  
WRITTEN ESTIMATE FORM

COMPLETE ONE FORM FOR EACH PROJECT ADDRESS

PROJECT ADDRESS 178 West Washington Suite B, West Chicago IL 60185

OWNER'S NAME Gloria Perez

OWNER'S ADDRESS 178 West Washington Suite A, West Chicago IL 60185

OWNER'S TELEPHONE NUMBER (630) 231-8180

CONTRACTOR'S NAME Ozko Signs and Lighting, Co.

CONTRACTOR'S ADDRESS 1119 Lunt Ave. Schaumburg, IL 60193

CONTRACTOR'S TELEPHONE NUMBER 224-653-8445 DATE 7/23/2015

DESCRIPTION OF PROPOSED CONSTRUCTION - ATTACH ANY ADDITIONAL  
INFORMATION TO THIS FORM.

Manufacture and Install  
1 16" Reverse Channel Letters back led  
Sign, Aluminum black Return  
3' 34" Awnings, Burgundy Sumbrella  
Beige print. "Estimate is Attached"

TOTAL COST TO PERFORM ABOVE WORK \$ 9,156.00

THIS ESTIMATE GOOD FROM 7/24/2015 UNTIL 9/24/2015

CONTRACTOR'S SIGNATURE

[Signature]

Ozko Sign & Lighting Company  
1119 W. Lunt Ave.  
Schaumburg, IL 60193



# Ozko Signs & Lighting Company

1119 Lunt Avenue  
Schramburg, IL 60193

Phone # 224-653-8445

ozko@ozkosignsandlighting.com

Fax # 224-653-8531

www.ozkosignsandlighting.com

## Estimate

Date	Estimate #
7/24/2015	04182011-164

### Name / Address

F. Perez & Assoc.  
178 West Washington St.  
Suite A  
West Chicago, IL 60185

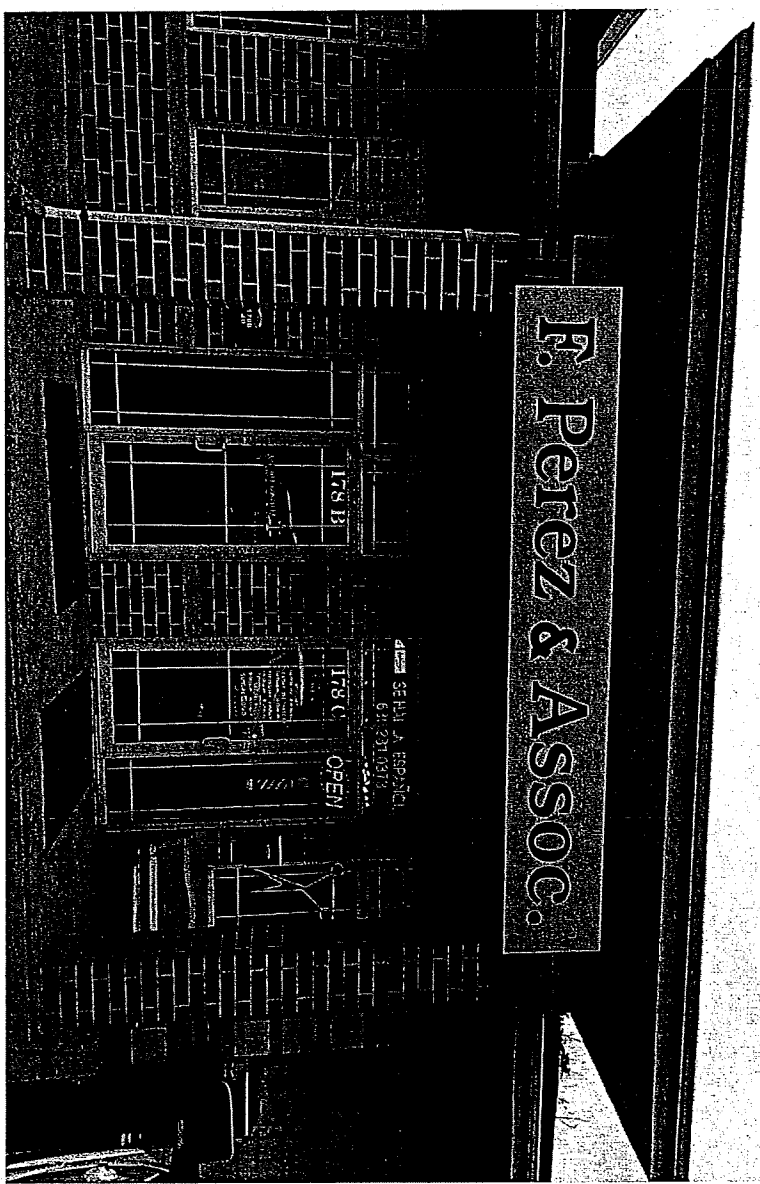
### Project

Description	Qty	Rate	Total
Project: Manufacture and install 1 sign and three traditional style awnings at F. Perez & Assoc. 178 West Washington St. Suite A West Chicago, IL 6			
1.16" F. Perez & Assoc. REVERSE ILLUMINATED CHANNEL LETTERS SIGN, ALUMINUM, BACK RETURNS 1 Year warranty on material 3 Months warranty on labor	1	4,800.00	4,800.00
Two window awnings size for each is 4'-6" wide, by 2'-11" high, by 1'-0" projection \$1200.00 each one door awning size 5'-10" wide, by 2'-11" high, by 1'-0" projection \$1200.00 Graphics to include descriptors and will be applied using the Sunbrella Graphics system. All frames to be made of aluminum and will be completely welded. All welds will be ground smooth and primed silver. All frames are covered by our LIFETIME TigerFrame Warranty. Fabric to be #4631 Burgundy Sunbrella 100% Solution Dyed Acrylic. This material carries a ten (10) year warranty. IL Sales Tax	3	1,200.00	3,600.00
		9.00%	756.00
Total			\$9,156.00

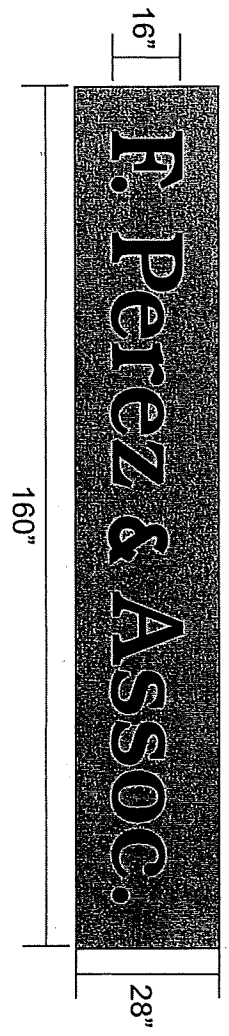
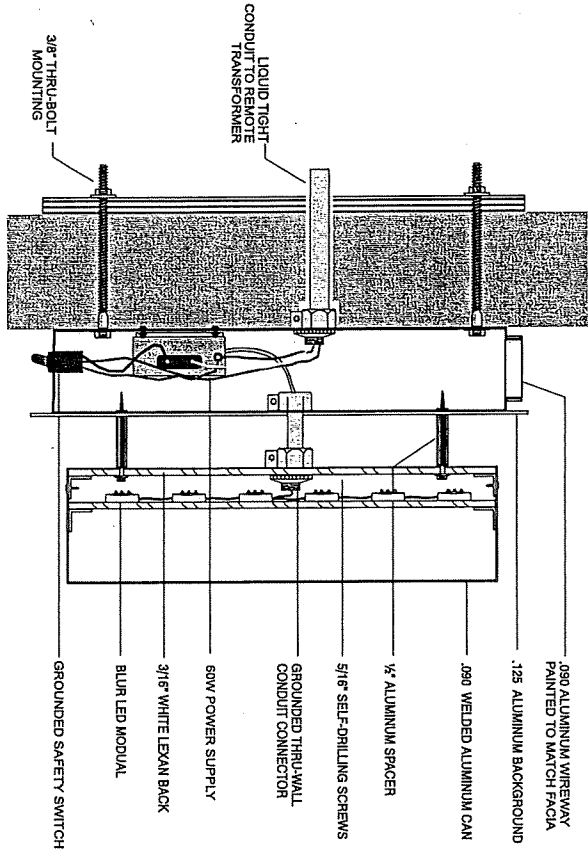
# RealNeon

SIGN INNOVATIONS

113 WEST OFFICIAL RD. ADDISON, IL 60101  
 PHONE: (630)543-0995 FAX: (630)543-9776  
 realneon@sbcglobal.net

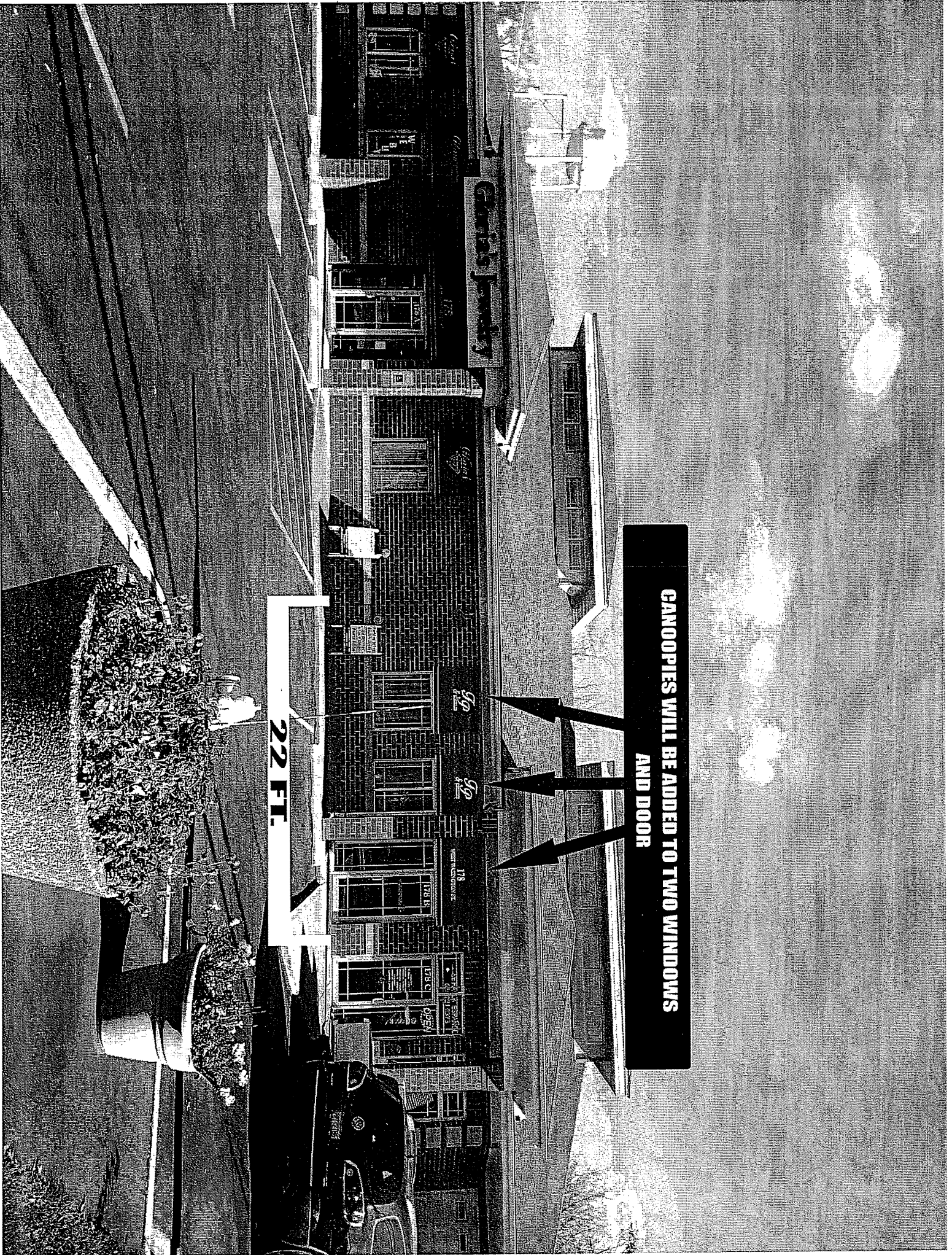


Typical U.L. Reverse Channel Letters with LEDs Mounted on Wireway  
 Not to scale



CANOPIES WILL BE ADDED TO TWO WINDOWS  
AND DOOR

22 FT

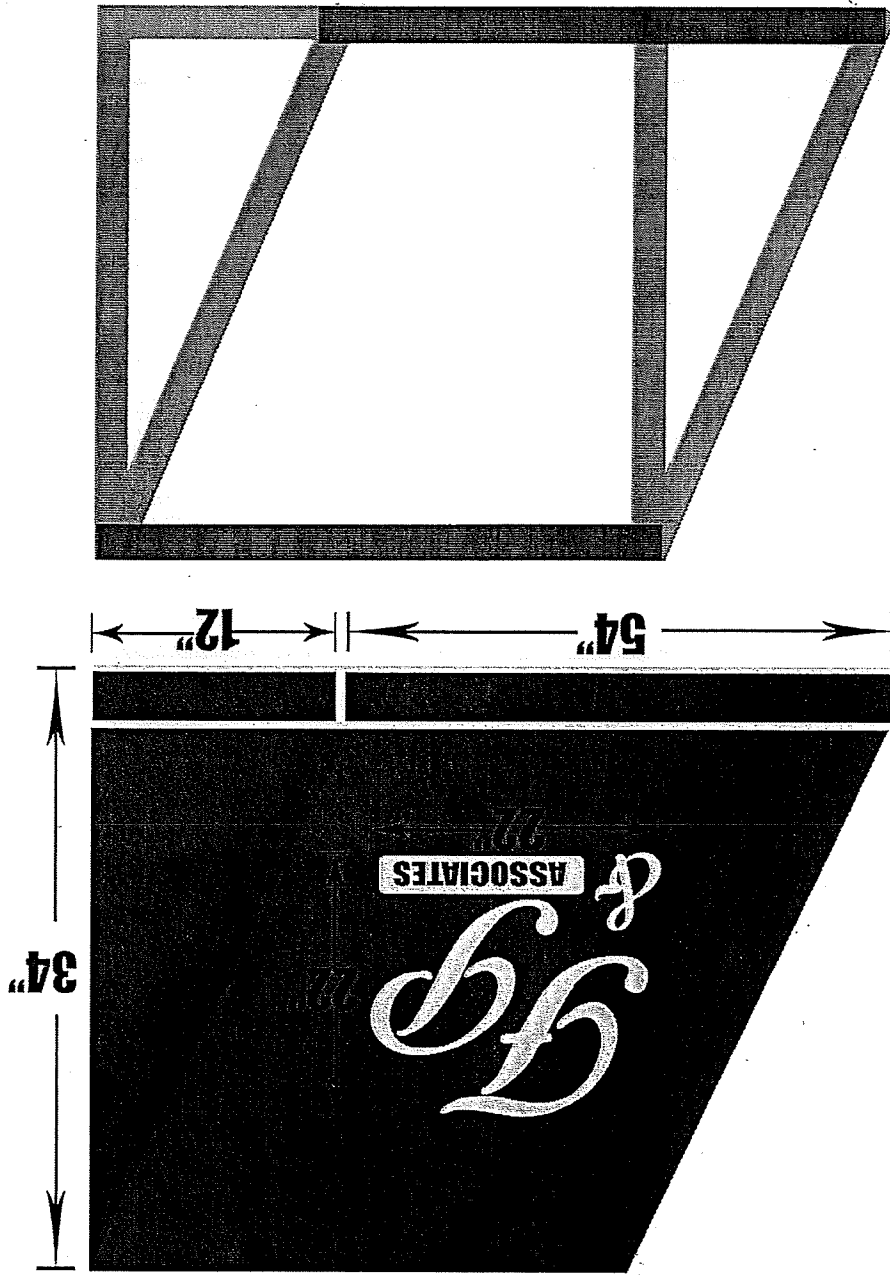


Canopies will be constructed of 1" Aluminum welded structure  
 Mounted to building with masonry bolts using the appropriate  
 brackets.

Material : Sunbrella

Color: Burgundy

Print Color: Beige screen print



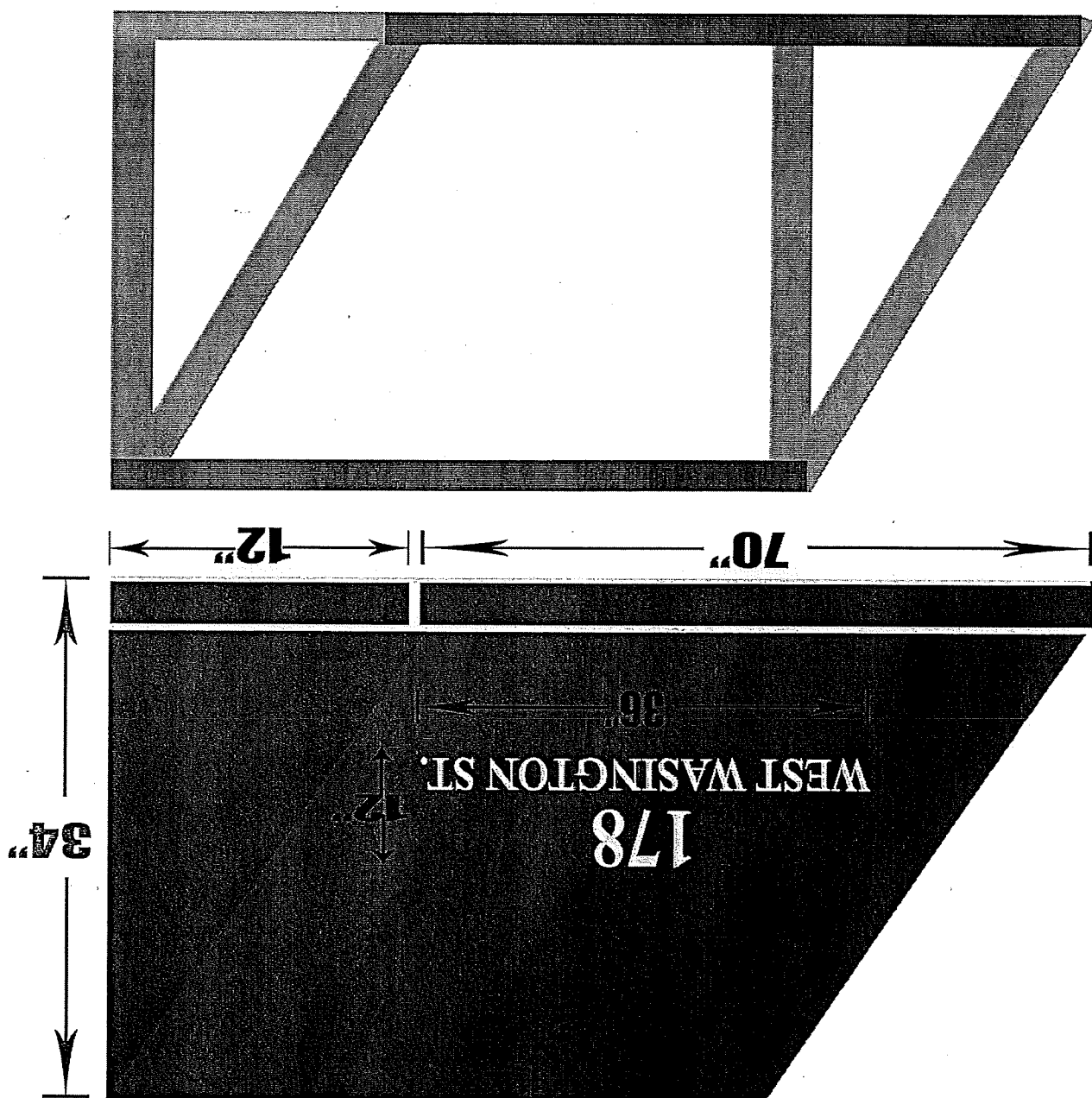
Canopies will be constructed of 1" Aluminum welded structure  
Mounted to building with masonry bolts using the appropriate

brackets.

Material : Sunbrella

Color: Burgundy

Print Color: Beige screen print



## CITY OF WEST CHICAGO

### DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Request for Waiver of Appearance Code Requirements  
– Painting of the Exterior Brick Facade  
Bowling Green Sports Center  
243 W. Roosevelt Road

**AGENDA ITEM NUMBER:** \_\_\_\_\_**FILE NUMBER:** \_\_\_\_\_**COMMITTEE AGENDA DATE:** August 10,  
2015 (continued from July 13, 2015)**COUNCIL AGENDA DATE:****STAFF REVIEW:** John D. Said**SIGNATURE**  \_\_\_\_\_**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

The applicant, Bowling Green Sports Center, initially appeared before the Development Committee on July 13 to request a waiver of the Appearance Code requirements for painting the exterior brick façade of their building at 243 W. Roosevelt Road. At that meeting, the Committee reviewed the matter, and asked the applicant and City staff to separately check with other sources, specifically Sherwin-Williams stores or representatives, to obtain more information on the possible stripping of the existing primer-filler coat that was already applied to the brick portion of the building.

Staff contacted three Sherwin-Williams stores, with two of the three indicating that the stripping process would be difficult but not impossible to undertake, and that if done carefully, it could be completed with the possibility of some/limited damage to the brick and mortar exterior, while the third store said it could be done without damaging the exterior. All three sources indicated that the process would be labor-intensive.

The applicant provided the attached information indicating their wish to complete the project, and the difficulties associated with removal of the primer-filler. The applicant also estimated a cost range for the stripping work; however, the applicant provided no information from other sources as had been requested at the July 13 meeting.

As described previously, this request arose out of the unauthorized work on the exterior of Bowling Green (applying the primer-filler coat), which was observed by City staff, who then issued a stop work order. The majority of the exterior had been done by that time, and then the applicant completed the exterior primer-filler after the stop work order was issued. The original brick was naturally red in color prior to it being covered with a gray-colored primer coat. The proposed finish coat color is a Sherwin-Williams color referred to as 'Urbane Bronze' (SW7048); a sample of the color will be available at the August 10 meeting. (The applicant previously proposed a gray color referred to as "Shale".)

As explained by the applicant at the July 13 meeting, the exterior painting is part of a larger plan to renovate the entire facility inside and out. The proposed renovations were originally described in the information provided to the Committee for the July 13 meeting.

The applicable section of the Municipal Code is Section 7.13(C)(4), which is within the City's Appearance

## CITY OF WEST CHICAGO

Code ("Design standards and review") in Appendix A (Zoning). This section, which prohibits any exterior brick or stone surfaces from being painted, is intended to prevent potential long-term maintenance and degradation issues associated with continual repainting of brick or stone exteriors. Generally, the Appearance Code regulations intend to promote high quality, cohesive developments that will enhance the overall appearance of the City. Paragraph (N) of the Appearance Code specifies that an appeal/waiver may be approved by the City Council.

Three possible options are provided for the Development Committee's consideration:

- a) Recommend approval of an ordinance allowing the waiver to the Appearance Code requirements, with a condition requiring a letter of credit or similar financial guarantee for a finite period (such as five or ten years) to ensure the paint remains in good condition;
- b) Have the matter continued with a stipulation that the applicant provide information from outside Sherwin-Williams sources, as originally requested in July, to discuss stripping the primer-filler coat; or
- c) Reject the request and require the applicant to strip the primer-filler coat, within a timeframe to be specified.

### **ACTIONS PROPOSED:**

Consideration of the three options associated with a request for waiver to the Appearance Code requirements for painting of the exterior brick facade at the Bowling Green Sports Center located at 243 W. Roosevelt Road.

### **COMMITTEE RECOMMENDATION:**

**Bowling Green Sports Center**  
**243 W. Roosevelt Rd. | West Chicago, IL**

**Exterior Brick Painting**  
Completing Brick Painting Notes  
Removing Paint Notes

Attn: Planning Dept.

I have included the info that was requested in the previous meeting below. Please note that these dollar amounts are based off industry standards and not exact, as each painting company charges different prices.

**Section 1:**  
**Completing Brick Painting**

The goal to have the exterior of BGSC match the interior of BGSC is of utmost importance to our marketing and re-branding campaign. We are competing with the neighboring cities and their new, modern bowling centers. In order to attract the 21-35 age demographic, we have chosen to go with a modern design. A good part of this design is the exterior colors. I have listed the exact Sherwin Williams colors below. The exterior colors are only important to us because we do not have the budget to completely remodel the exterior. Adding new paint colors, and covering the red brick allows us to achieve this look, without having to spend over the \$20,000.00 set aside for the exterior.

**Exterior Wood Siding and Brick Trim Color:**

Sherwin Williams – SW 7671 On the Rocks (color example on last page)

**Exterior Wood Accent and Brick Window Accent Color:**

Sherwin Williams – SW 7620 Seaworthy (color example on last page)

**Exterior Brick Color and Man Doors Color:**

Sherwin Williams – SW 7048 Urbane Bronze (color example on last page)

**Cost to apply two finish coats:**

45 Gallons – Sherwin Williams Duration Satin: \$2,025.00

Miscellaneous Materials: \$150.00

Labor: \$2,880.00

**Total cost to finish brick painting: \$5,055.00 (actual cost)**

**Section 2:****Removing Prep Rite - Block Filler Primer**

The removal to remove the block filler primer will not be an easy or affordable task by any means. I have included the break down of the process below, as well as the estimated costs. As mentioned in the first meeting, in my professional opinion I do not think the removal of paint will ever look normal. I believe it will leave a lot of color in the pours and only come off the flatter and mortar surfaces. I only say this because I have stripped many porous Oak staircases and doors in the past. When stripping something simple, like flat stair treads with normal latex paint on them it is a very tedious process. It is hard to fathom the process of stripping around 90,000 square feet of brick. Once you complete the process of stripping an oak stair tread, it will look okay but a lot of the existing color stays in the grain. I am assuming this will be the same end scenario with brick.

Another concern of ours is the landscaping and grass. We have just re-landscaped the entire front end of the building surrounding the brick, including new plants, sod grass and plants. Even the safest stripper will be full of harsh chemicals, with the amount needed to complete the job (around 600 gallons) - The ground saturation will be deadly to plant life, now and for some time in the future I would assume. The problem would be product choice, the safer the product you choose, and the less likely it is to work. Unfortunately in the painting products business, the most hazardous products tend to be the strongest and most effective. I have included the price and time estimates below, again these are just estimates based of industry standards.

**Cost to strip block filler from brick:**

60 Gallons - Paint Stripper @ \$50.00 Ea: \$3,000.00

Miscellaneous Materials: \$200.00

Hazardous Waste Removal: \$250.00

Labor: \$10,000 to \$15,000 (estimate)

**Total cost to remove paint: \$13,450.00 to \$18,450.00**

**Paint Stripper Recommended:**

KLEAN STRIP - GKS3

Exterior Paint Colors:

Wood Siding:

## **SW 7671**

### **On The Rocks**

Save to myS-W.com +

Add to my Project List +

View all Cool Neutral paint colors +

Color Family: Cool Neutral

RGB Value: R-209 | G-206 | B-201

Hexadecimal Value: #D1CEC9

LRV: 61

Brick Color:

## SW 7048 Urbane Bronze

Save to myS-W.com +

Add to my Project List +

View all Warm Neutral paint colors →

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Color Family: Warm Neutral

Color Strip: H

RGB Value: R-83 | G-80 | B-73

Hexadecimal Value: #535049

LRV: 8

Color Collection: Neutral Nuance

Accent Color:

## SW 7620 Seaworthy

Save to myS-W.com +

Add to my Project List +

View all Blue paint colors →

Color Family: Blue

RGB Value: R-66 | G-89 | B-99

Hexadecimal Value: #425963

LRV: 9

Color Collection: Voyage