

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET
DEVELOPMENT COMMITTEE

Monday, May 10, 2021
7:00 P.M. - Council Chambers

THIS MEETING IS IN-PERSON

AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
 - A. March 8, 2021
3. Public Participation
4. Items for Consent
 - A. **1700 & 1750 Downs Drive** – FXI, Inc., on behalf of AGNL Foam LLC, is requesting approval of a Minor Subdivision to perform a Lot Consolidation of two parcels on a 13.8 acre property located in the M Manufacturing District.
 - B. **146-148 Washington Street** – Kindred Coffee seeks a façade grant for exterior brick tuck-pointing and roof replacement.
 - C. **527 Main Street** – The West Chicago Historical Society seeks a façade grant to pay for trim painting at the Kruse House.
5. Items for Discussion
 - A. **Election of Development Committee Chairperson and Vice-Chairperson** – The Development Committee [is] a standing committee of the City Council (Sec. 2-74). Members of standing committees shall elect their own chairman [and vice chairman] at the first meeting following the seating of Aldermen upon their election (Sec. 2-70).
6. Unfinished Business
7. New Business
8. Reports from Staff
9. Adjournment

Draft

MINUTES

DEVELOPMENT COMMITTEE

March 8, 2021 7:00 P.M.

The Development Committee meeting of March 8, 2021 was held part remotely and partly in person due to the Coronavirus pandemic.

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

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

All Aldermen in attendance were present remotely unless indicated otherwise. Roll call found Aldermen James Beifuss, Melissa Birch Ferguson, John Jakabscin, Jayme Sheahan and Rebecca Stout (in person) present.

Also in attendance was Community Development Director, Tom Dabareiner.

Alderman Stout announced that Mayor Pineda has determined that in-person meetings are not practical and prudent.

2. Approval of Minutes.

A. February 8, 2021.

Alderman Birch Ferguson moved and Alderman Beifuss seconded a motion to approve the minutes. Voting Aye: Aldermen Beifuss, Birch Ferguson, Sheahan and Stout. Voting to Abstain: Alderman Jakabscin. Voting Nay: 0.

3. Public Participation. None.

4. Items for Consent.

- A. 1092 Carolina** – The petitioner seeks a Special Use Permit for a Motor Vehicle Care Center in accordance with Section 11.2-4(GG) of the West Chicago Zoning Ordinance. If approved, the Permit would allow exterior and interior detailing services of motor vehicles.

- B. Trillium Farm Phase 2 Final Plat of Subdivision** – Pulte Home Company’s development outside of the City has progressed to the point where the company is requesting adoption of its Phase 2 Final Plat of Subdivision. The City’s approval is required because the subdivision lies within the City’s planning area. No changes from the previously approved Preliminary Plat are proposed.
- C. 2021 Zoning Map Adoption** – State law requires the annual publication of revised local zoning maps. While no map amendments occurred in 2020, a scrivener’s error on the City’s Zoning Map was found and is being corrected with this proposed publication.

Alderman Jakabscin moved, and Alderman Birch Ferguson seconded the motion to approve Items 4. A., B., and C. Voting Aye: Aldermen Beifuss, Birch Ferguson, Jakabscin, Sheahan and Stout. Voting Nay: 0.

5. Items for Discussion.

- A. Zoning Text Amendment** – The City is proposing a Text Amendment to Articles IV, VI and IX of Appendix A of the City of West Chicago Municipal Code. The Amendment will define the use of Short-Term Home rentals, commonly referred to as Airbnb or VRBO homes, allowing them in certain residential districts. It would establish a registration process to help Police find the property owner and identify tenants if needed.

Tom Dabareiner provided this staff update. The City currently has no codes to regulate short-term vacation rentals. There are 3 to 4 of these properties in the City, but they are growing in the suburbs. Because of this and at the request of the West Chicago Police Department, staff has created an ordinance to define and allow for these types of rentals, which models the way other local communities are handling regulation. Key provisions include: Permitted Use in single-family homes and Special Use in duplexes and townhomes; owner needs to reside at the property for at least half the year; a minimum of three-night and maximum of a 30-day rental allowed and annual registration and inspection are required. Staff does not believe short-term rentals should be allowed in condominiums and apartments. At their March 2 meeting, the Plan Commission/Zoning Board of Appeals (PC/ZBA) voted 4 to 3 in favor. Of the nays, one member did not support any regulation and two members believed that condominiums and apartments should be allowed as short-term rentals. Mr. Dabareiner then introduced Interim Chief Chris Shackelford, who spoke to the members. He stated that staff has done a wonderful job drafting this ordinance as they have addressed the main concerns they have from a law enforcement perspective, especially with regards to short-term rentals being used as party houses. Provisions such as requiring a minimum rental of 3 nights, asking the owner to provide a copy of their State ID or driver’s license, and allowing for a maximum occupancy of 10 people, should serve as a deterrent.

Alderman Birch Ferguson asked for clarification on the minimum stay, and Mr. Dabareiner stated the requirement is for a 3-night rental. Alderman Birch Ferguson asked if this would mean that renters would need to stay from Friday through Monday, and Mr. Dabareiner replied that renters would need to pay for three nights. Alderman Jakabscin shared what he believed to be the genesis of this Text Amendment whereby an incident happened over the past summer at a short-term rental in Roselle. A small party turned into a large gathering, which resulted in a shooting and at least one death. For the sake of the West Chicago's officers and citizens, these are incidents to be avoided. He fully supports this ordinance.

Alderman Beifuss asked Mr. Dabareiner if the elements of this ordinance are typical of surrounding suburbs. Mr. Dabareiner replied that while he does not know specifically about neighboring communities, the draft ordinance is based on a couple of different communities' ordinances. Alderman Beifuss stated the City does not want short-term rentals to become a nuisance, so it seems reasonable to have some rules in place. He then asked if it is common in the short-term rental world to require the rental to be owner-occupied for 183 days. Mr. Dabareiner answered that while it does happen, staff has not researched this particular aspect. The thought is that these residences should be used primarily by the homeowner and only secondarily as a short-term rental. Alderman Beifuss commented that he now sees where real estate listings are including the Airbnb/VRBO potential rental income. He indicated he sees short-term rentals as more common in resort communities, whereas West Chicago is more of a bedroom community, where they are less common. Although, he said, short-term rentals serve a purpose for family visiting from out of town, and these rentals would serve as an option for residents. Mr. Dabareiner stated that as time goes by, if there are no problems, it is always possible to pull back on some of the restrictions.

Alderman Birch Ferguson thanked Mr. Dabareiner for explaining that the intent is to begin more strictly with the opportunity to expand in the future. She then asked how quickly this would go into effect and if they plan to prorate the fee. Mr. Dabareiner replied that the annual fee would be \$50.00, and the idea is that this would take effect immediately. Alderman Birch Ferguson asked if there is a plan to reach out to existing rentals to let them know this plan is in place, and Mr. Dabareiner confirmed this is what they plan to do.

Alderman Jakabscin moved, and Alderman Sheahan seconded the motion to approve Item 5. A. Voting Aye: Aldermen Beifuss, Birch Ferguson, Jakabscin, Sheahan and Stout. Voting Nay: 0.

6. **Unfinished Business.** None.
7. **New Business.** None.
8. **Reports from Staff.** None.
9. **Adjournment.**

Development Committee Minutes
March 8, 2021

Alderman Birch Ferguson moved, and Alderman Jakabscin seconded the motion to adjourn the Development Committee meeting at 7 : 2 5 p.m. Voting Aye: Aldermen Beifuss, Birch Ferguson, Jakabscin, Sheahan and Stout. Voting Nay: 0.

Respectfully submitted,

Jane Burke

CITY OF WEST CHICAGO

DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Lot Consolidation
1700 & 1750 Downs Drive

Resolution No. 21-R-0034

AGENDA ITEM NUMBER: 4.A.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: May 10, 2021

COUNCIL AGENDA DATE: _____

STAFF REVIEW: Tom Dabareiner, AICP

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

FXI, Inc., authorized to act on behalf of the property owner, AGNL Foam, L.P. requests approval of a Lot Consolidation of 2 parcels, consisting of a combined 13.77 acres, located in the M Manufacturing District. Each parcel contains 1 building, both used for industrial purposes for foam products produced by FXI. The buildings are approximately 65 feet apart and share no common elements such as parking or access.

FXI is proposing to connect the 2 existing buildings through a building addition approximately 1,950 square feet. The Zoning Code requires a Lot Consolidation if the building encroaches into a required building setback or if the building crosses over an existing lot line. The proposed addition will do both. The petitioner is proposing the Lot Consolidation so the connection will comply with the Zoning Code. Upon completion of the addition, staff will record the Plat of Consolidation with the County thus creating one parcel.

ACTION PROPOSED:

Approval of the Plat of Consolidation located at 1700 & 1750 Downs Drive.

COMMITTEE RECOMMENDATION:

Attached: Draft Resolution and Attachments

RESOLUTION NO. 21-R-0034

**A RESOLUTION APPROVING WEST CHICAGO INDUSTRIAL PARK 1A
PLAT OF CONSOLIDATION
1700 & 1750 DOWNS DRIVE**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled as follows:

Section 1. That the West Chicago Industrial Park 1A Plat of Consolidation, as prepared by Timothy G. Wolfe of Jacob & Hefner Associates, consisting of two (2) sheets attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved and that the Mayor and City Clerk and all other necessary and appropriate officers of the City are authorized to execute said plat.

Section 2. That the recommendation and findings of fact of the Plan Commission, pursuant to Recommendation No. 21-RC-0007, a copy of which is attached hereto and incorporated herein as Exhibit "B" be and the same are hereby adopted as the findings of fact of the City Council.

Section 3. That all resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

Section 4. That this Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

APPROVED this ____ day of _____, 2021.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor, Ruben Pineda

ATTEST:

City Clerk, Nancy M. Smith

EXHIBIT “A”

(INSERT PLAT OF CONSOLIDATION HERE)

EXHIBIT "B"

RECOMMENDATION # 21-RC-0007

TO: The Honorable Mayor and City Council

SUBJECT: PC 21-06
West Chicago Industrial Park 1A Plat of Consolidation
1700 & 1750 Downs Drive

DATE: May 4, 2021

DECISION: The motion to approve the requested Plat of Consolidation passed by a unanimous (6-0) vote.

RECOMMENDATION

After review of the proposed West Chicago Industrial Park 1A Plat of Consolidation, the Plan Commission/Zoning Board of Appeals recommends approval and includes the following findings of fact, per Section 8.7-2(1) of the Subdivision Regulations Code, with its recommendation:

1. That AGNL Foam, L.P. is the owner of record of the following described property:
Lots 3 and 4 in the Plat of Subdivision of Block Number 1, in West Chicago Industrial Park, Being a Subdivision of Part of the Southwest Quarter of Section 5, and Part of the Northwest Quarter of Section 8, Township 39 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded October 23, 1974 as Document R74-54419, in DuPage County, Illinois.
2. That the Plat of Consolidation will be recorded in the Recorder of Deeds Office of the County of DuPage upon approval by the West Chicago City Council.
4. That all matters have been performed by the petitioners required by this ordinance.
5. That a Plat of Consolidation is attached hereto marked "Exhibit F" and has been duly attested by Timothy G. Wolfe, a registered land surveyor with Jacob & Hefner Associates, contains all certifications required by law, is in a condition to record once all signatures have been obtained.
6. That said proposed Lot Consolidation contains no additional public ways, nor are any public ways vacated therein.
7. That said proposed Lot Consolidation contains no additional public improvements nor are any public improvements vacated.
8. The purpose of said proposed Lot Consolidation is for the building addition to connect the two (2) existing buildings on the subject property.

Respectfully submitted,

Barb Laimins
Chairperson

VOTE:

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>
B. Laimins			
S. Hale			
D. Kasprak			
T. Devitt			
A. Banasiak			
B. Henkin			

CITY OF WEST CHICAGO

DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Downtown Façade Grant Program
Agreement 146-148 Washington Street
H & H Specialty, LLC

Resolution No. 21-R-0035

AGENDA ITEM NUMBER:4. B.**FILE NUMBER:****COMMITTEE AGENDA DATE:** May 10, 2021**COUNCIL AGENDA DATE:****STAFF REVIEW:** Tom Dabareiner, AICP**SIGNATURE****CITY ADMINISTRATOR REVIEW:** Michael Guttman**SIGNATURE****ITEM SUMMARY:**

H & H Specialty, LLC, as represented by Sarah Harms, property owner of the building at 146-148 Washington Street, has requested Façade Grant Program funding for the purpose of replacing the building's roof and tuck-pointing exterior brick. The proposed improvements are both eligible expenditures under the Program's guidelines and complies with the City's Building and Zoning Code regulations.

H & H Specialty, LLC submitted three (3) estimates each, for both the roofing and the tuck-pointing projects. The estimates secured for the roofing project: (1) Showalter Roofing Service for \$34,750.00; (2) Combined Roofing Services, LLC for \$44,380.00; and AJ's Home Improvement for \$26,850.00. The estimates secured for the tuck-pointing project: Terrace Masonry for \$3,800.00; Millennium Tuckpointing for \$6,800.00; and Hancock Tuckpointing & Masonry for \$2,600.00. The City's contribution is typically 50% of the lowest estimated cost(s), which in this instance is a combined \$14,725.00. This amount is reflected in the *Downtown Rehabilitation Façade Program Agreement* ("Grant Agreement"), a copy of which is included as Exhibit A of the attached Resolution.

The funding for the Program comes from the downtown T.I.F. district, if sufficient funding is available for the Program. City staff determined that there are sufficient funds available to reimburse up to \$14,725.00 to H & H Specialty, LLC, for the successful replacement of the aforementioned roof and exterior brick tuck-pointing per the Program's guidelines.

ACTIONS PROPOSED:

Consideration of an award of a Façade Grant to H & H Specialty, LLC in an amount not to exceed \$14,725.00 to complete roof replacement and exterior brick tuck-pointing per the attached scopes of work at 146-148 Washington Street. A Resolution and Grant Agreement reflecting an amount of \$14,725.00 are attached.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 21-R-0035

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CERTAIN DOWNTOWN FAÇADE GRANT PROGRAM AGREEMENT
H & H SPECIALTY, LLC – 146-148 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 the H & H Specialty, LLC and the City of West Chicago, a copy of which is attached hereto and incorporated herein as Exhibit “A”.

APPROVED this _____ day of _____, 2021.

AYES:_____

NAYS:_____

ABSTAIN:_____

ABSENT:_____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

Exhibit A to Resolution 21-R-0035

DOWNTOWN REHABILITATION FACADE PROGRAM AGREEMENT

This DOWNTOWN REHABILITATION FACADE PROGRAM AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2021, by and between the City of West Chicago, DuPage County, Illinois, an Illinois municipal corporation (hereinafter referred to as the "CITY") and H & H Specialty, LLC (hereinafter referred to as the "APPLICANT") (the CITY and the APPLICANT are hereinafter collectively referred to as the "PARTIES");

WITNESSETH:

WHEREAS, the APPLICANT is the owner of certain real property located at 146-148 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.

WHEREAS, on February 23rd, 2021 the CITY'S Historical Preservation Commission approved Certificates of Appropriateness No. 21-03 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 Fourteen Thousand Seven Hundred and Twenty Five Dollars and Zero Cents (\$14,725.00), 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:	H & H Specialty, LLC C/O Sarah Harms 641 Nor Oaks Court West Chicago, IL 60185
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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 Ruben Pineda

ATTEST: _____
City Clerk Nancy M. Smith

By: _____
Sarah Harms

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 _____, 2021

Notary Public

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 Sarah Harms, 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 _____, 2021.

Notary Public

EXHIBIT A

P.I.N.: 04-09-203-007

Legal Description:

Lot 3 of Isherwood's Assessment Plat of part of the North East Quarter of Section 9, Township 39 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded July 22, 1959, as Document 932525, in DuPage County, Illinois.

EXHIBIT B

(Insert PLANS here)

CITY OF WEST CHICAGO

DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Downtown Façade Grant Program
Agreement 527 Main Street
West Chicago Historical Society

Resolution No. 21-R-0011

AGENDA ITEM NUMBER:4.C.**FILE NUMBER:****COMMITTEE AGENDA DATE:** May 10, 2021**COUNCIL AGENDA DATE:****STAFF REVIEW:** Tom Dabareiner, AICP**SIGNATURE****CITY ADMINISTRATOR REVIEW:** Michael Guttman**SIGNATURE****ITEM SUMMARY:**

The West Chicago Historical Society, property owner of the building at 527 Main Street, has requested Façade Grant Program funding for the purpose of undertaking exterior painting of trim. The proposed improvement is an eligible expenditure under the Program's guidelines and complies with the City's Building and Zoning Code regulations.

Anthony Wdowiarz, on behalf of the West Chicago Historical Society, submitted three (3) estimates for the painting project. The estimates secured: (1) Bee Painting for \$5,900.00; (2) CertaPro Painters for 6,550.00; and Those Painting Guys for 6,495.00. The City's contribution is typically 50% of the lowest estimated cost(s), which in this instance is \$2,950.00. A copy of the Agreement is included as Exhibit A of the attached Resolution.

The funding for the Program comes from the downtown T.I.F. district, if sufficient funding is available for the Program. City staff determined that there are sufficient funds available to reimburse up to \$2,950.00 to the West Chicago Historical Society for the successful replacement of the aforementioned exterior painting per the Program's guidelines.

ACTIONS PROPOSED:

Consideration of an award of a Façade Grant to the West Chicago Historical Society in an amount not to exceed \$2,950.00 to complete exterior painting per the attached scope of work at 527 Main Street. A Resolution and Grant Agreement reflecting an amount of \$2,950.00 are attached.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 21-R-0011

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CERTAIN DOWNTOWN FAÇADE GRANT PROGRAM AGREEMENT
WEST CHICAGO HISTORICAL SOCIETY – 527 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 the West Chicago Historical Society and the City of West Chicago, a copy of which is attached hereto and incorporated herein as Exhibit “A”.

APPROVED this _____ day of _____, 2021.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

Exhibit A to Resolution 21-R-0011

DOWNTOWN REHABILITATION FACADE PROGRAM AGREEMENT

This DOWNTOWN REHABILITATION FACADE PROGRAM AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2021, by and between the City of West Chicago, DuPage County, Illinois, an Illinois municipal corporation (hereinafter referred to as the "CITY") and the West Chicago Historical Society, (hereinafter referred to as the "APPLICANT") (the CITY and the APPLICANT are hereinafter collectively referred to as the "PARTIES");

WITNESSETH:

WHEREAS, the APPLICANT is the owner of certain real property located at 527 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.

WHEREAS, on May 26th, 2020 the CITY'S Historical Preservation Commission approved Certificates of Appropriateness No. 20-08 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 Two Thousand Nine Hundred Fifty Dollars and Zero Cents (\$2,950.00), 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:	West Chicago Historical Society
	P.O. Box 246
	West Chicago, IL 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 Ruben Pineda

ATTEST: _____
City Clerk Nancy M. Smith

By: _____
Anthony Wdowiarz

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 _____, 2021

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 Anthony Wdowiarz, 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 _____, 2021.

Notary Public

EXHIBIT A

P.I.N.: 04-10-119-060

Legal Description: The property located at 527 Main Street on the west 174 feet of the east 695.38 feet of the south 247.5 feet of the North east Quarter of the Northwest Quarter of Section 10, Township 39 North, Range 9, of the Third Principal Meridian.

EXHIBIT B

(Insert PLANS here)