



MEMORANDUM

TO: Trustee Johnston, Chairperson  
Economic and Community Development Committee

FROM: Jennifer Ganser, Assistant Director of Community Development *JG*

DATE: September 14, 2015

SUBJECT: **Downtown Improvement & Renovation Grant; 128 W. St. Charles Road**

The Community Development Department has received an application for the Downtown Improvement and Renovation Grant Program (also known as the Façade Grant Program) for 128 W. St. Charles Road. The applicant is seeking to install a new awning.

The property is located in the Downtown TIF. The total cost of project is \$1,695.00 and is grant eligible up to **\$847.50** (up to 50% of the eligible project costs; not to exceed \$50,000.00, unless specifically approved by the Village Board). This request is under \$10,000 and therefore it does not require approval from the Board of Trustees and can be approved by the ECDC.

128 W. St. Charles Road has been before the ECDC four (4) times to request grants, two (2) times for a Façade Grant.

| Grant                                     | Business                        | Date          | Amount   | Status  |
|---|---------------------------------|---------------|--|---|
| Downtown Improvement and Renovation Grant | Thomas J. Masterson and Company | August 2003   | \$3,762.50 for ornamental gutters, repairing the east dormer ridge, and awning replacement | Business open. The awning was replaced in 2010 via a grant.           |
| Downtown Retail Business Grant            | A La Mode                       | June 2006     | \$20,000 for a new restaurant  | Business closed.  |
| Downtown Retail Business Grant            | Bricks Wood Fired Pizza         | November 2009 | \$20,000 for a new restaurant  | Business open.  |
| Downtown Improvement and Renovation Grant | Thomas J. Masterson and Company | June 2010     | \$728 for a replacement awning   | Business open. This awning would be replaced with this grant request. |

Staff notes that this request is to replace an existing awning on the building that is deteriorating. Historically, the façade program has not been applied to cover general building maintenance and this grant request is not consistent with the program's intent. The applicant has commented that the requested awning is for a replacement and not a repair, and therefore should be eligible for grant consideration. The program has been used to increase economic viability by improving the aesthetics of buildings and their exterior. Staff notes that this is a policy issue. Should this grant request be approved, other businesses and property owners could continue to come to the ECDC for the life of the TIF (through 2023) to maintain their signage or other grant eligible items that are in disrepair or at the end of their useful life.

All grant requests paid for by Village of Lombard TIF dollars shall comply with the Illinois Prevailing Wage Act. Therefore, if the grant is approved, the applicant shall sign an acknowledgement form indicating that they are aware that this project is subject to prevailing wages.

#### **GRANT REQUEST ELEMENTS**

Three quotes have been submitted.

| <b><u>Contractor</u></b>      | <b><u>Price Quote</u></b> |
|-------------------------------|---------------------------|
| Thatcher Oaks Inc.            | \$1,695.00                |
| Chesterfield Awning Co., Inc. | \$1,981.00                |
| CN Sign and Awning            | \$2,143.00                |

Based on the lowest bid the applicant is eligible to **\$847.50**. This request is under \$10,000 and therefore it does not require approval from the Board of Trustees and can be approved by the ECDC.

Staff is not supportive of the request for the fifty percent (50%) grant because the new awning is not a value added improvement to the building; there are future policy implications of allowing maintenance as a grant eligible expense; and Lombard Town Centre concurrence. However, the ECDC has discussed this issue at multiple meetings. At the August 10, 2015 meeting staff proposed amending the guidelines and changing the percentage from 50% to 25%, when an applicant asks for multiple requests for signage and/or awnings. Depending on the discussion and outcome at the September 14, 2015 ECDC meeting, staff is prepared to support a 25% grant for the awning, not to exceed **\$423.75**.

#### **COMMITTEE ACTION REQUESTED**

This item is being placed on the September 14, 2015 ECDC agenda for consideration. Staff recommends that the ECDC approve the requested Downtown Renovation and Improvement Grant being sought for the property at 128 W. St. Charles Road for an amount not to exceed **\$423.75**.

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128 W. St. Charles Road  
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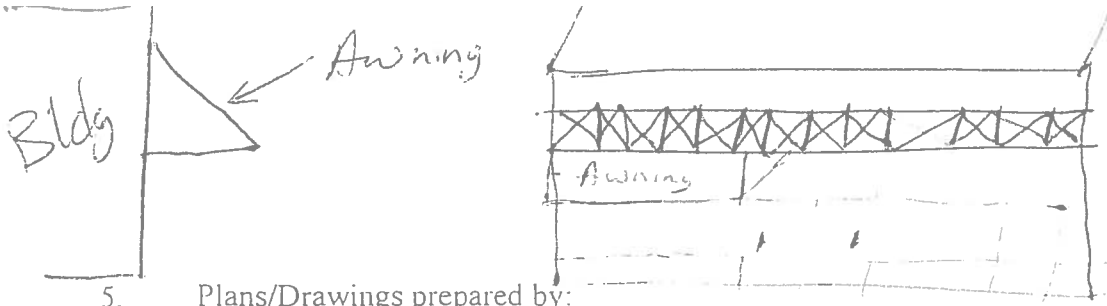
If approved, said approval should be subject to the following conditions:

1. The project must comply with the Illinois Prevailing Wage Act.
2. Permits must be applied for and received for all of the work.
3. Before the grant can be paid out, the petitioner will submit a final receipt (showing the project is paid in full) and waivers of lien from the contractors.

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**DOWNTOWN IMPROVEMENT AND RENOVATION GRANT  
PROGRAM PRE-APPLICATION**

1. A. Building Address and Description: 128 W. St. Charles Road, Lombard, IL  
B. Property Identification Number: 06-07-204-025  
C. Legal Description of Property: 128 W. St. Charles Rd.  
Lombard, Illinois
2. A. Owners Name: Thomas J. Cynthia A. Masterson  
B. Owners Address: 27W028 Walnut, Winfield, IL 60190  
C. Phone (day time): (630) 889-0092
3. Current Tenant, Building Address, Lease Terms, and Description of Business: (use additional paper if necessary)  
A. Thomas J. Masterson and Company  
(occupies 128)  
B. Bricks Wood Fired Pizza + Cafe  
(occupies 130 + 131)  
C. \_\_\_\_\_
4. Proposed Improvements and Renovations: To keep the  
historic facade restored in 1995  
The new awning adds to the historic  
charm of the building and West St.  
Charles Rd.



5. Plans/Drawings prepared by:

A. Name: Tom Masterson

B. Address: 728 W. St. Charles Rd  
Lombard IL

C. Phone (day time): 630-889-0091

D. Estimated Cost of the Improvement and Renovation: \$ 1695<sup>00</sup>

6. Statement of Understanding.

- A. The applicant (undersigned) agrees to comply with the guidelines and procedures of the Downtown Improvement and Renovation Grant Program and the specific design recommendation of the Director of Community Development.
- B. The applicant must submit detailed cost documentation, copies of building permits, and all contractors waivers of lien upon completion of work.
- C. The applicant, owners, and all contractors must comply with all federal and local regulations (see the attached list).

Business Owner Signature [Signature] (Date) 6/8/15

Property Owner Signature [Signature] (Date) 6/8/15

Return application to:

Village of Lombard  
 Community Development Department  
 255 E. Wilson Ave., Lombard, IL 60148  
 630-620-5746

**QUOTATION**  
**THATCHER OAKS INC**  
**AWNINGS AND SIGNS**

718 Industrial Drive  
 Elmhurst, IL 60126  
 (630) 833-5700 Fax (630) 833-5795

CHICAGOLAND'S FULL SERVICE AWNING & SIGNS COMF  
 COMMERCIAL-INDUSTRIAL  
 CUSTOM DESIGNED FABRIC AWNINGS & SIGNS  
 COMMERCIAL CLEANING AND MAINTENANCE

**TO:** Thomas J. Masterson & Co.  
 128 W. St. Charles Road  
 LOMBARD, IL  
 60148

**Date:** 05/27/2015  
**Quote #:** 25914  
**Delivery:**  
**Terms 1/2 Deposit Balance on Completion**

| DESCRIPTION  | AMOUNT   |
|--|--|
| <p>Price is for recovering the awning in front of your building.</p> <p>We will use the same framework. The cover will be sewn in Sunbrella material. This fabric carries a ten year warranty. The body of the awning will be yellow and white stripe and the valance will be solid yellow. We will apply the same graphics on the valance in Navy. We then will reinstall the awning.</p> |  |
| <b>Total Cost for Items on Quotation.....</b>  | <span style="border: 1px solid black; padding: 2px;">\$1,695.00</span> |

It is the intent of the Seller to deliver to Buyer the products so stated in this contract, within the time frame so stated, subject to our ability to produce materials, and is subject to labor disputes, acts of God, and other delays beyond our control.

**CUSTOMER DEPOSIT IS NON REFUNDABLE 5 DAYS AFTER ACCEPTANCE OF CONTRACT.**

For the purpose of securing payment and performance of the obligation hereunder, Seller shall have, and Buyer hereby grants to Seller, a purchase money security interest in said property. The property and all of the apparatus, appliances, supplies, accessories and parts remain the property and security of Seller for said indebtedness until this contract is paid in full. In the event Seller has to remove property due to nonpayment, any monies paid on account shall remain the property of Seller as liquidated damages, and any reinstallation shall be subject to renegotiation.  
**All new installations are guaranteed against defect in material or workmanship for three years after installation.**

ACCEPTED \_\_\_\_\_ DATED \_\_\_\_\_ BY \_\_\_\_\_  
BUYER SELLER

**DEPOSIT** \_\_\_\_\_ **We May Withdraw this proposal if not accepted within \_\_\_ days.**

SINCE 1958



# Chesterfield Awning Co., Inc.

16999 Van Dam Road - South Holland, Illinois 60473

(708) 596-4434 • FAX: (708) 596-9469 • www.chesterfieldawning.com

### Other Locations

Palos Heights  
800-339-6522

Chicago Awnco  
(Subsidiary)  
773-239-1511

Oak Park  
Williams Awning  
(Subsidiary)  
708-848-9600

Job Location: Thomas T. Masterson Billing Address: \_\_\_\_\_

128 W. St. Charles  
Lombard IL 60148

Phone 630-889-0092

Fax \_\_\_\_\_

## CONTRACT

DATE 6-2-15

|   | Amount |
|---|--------|
| <u>One canopy removed &amp; installed</u>   |        |
| <u>Style: Traditional</u>                   |        |
| <u>type: Motor</u>                          |        |
| <u>Material: Umbrella yellow / Beaufort</u> |        |
| <u>Order: R.S. 5702 Umbrella</u>            |        |
| <u>Color: White</u>                         |        |
| <u>Theme: House on it</u>                   |        |

|   |                             |
|---|-----------------------------|
| Delivery / Installation <u>approx 7-8 weeks</u> | Total Price <u>\$ 1981-</u> |
| Terms <u>50% down balance upon install</u>      | Down Payment _____          |
| Salesperson <u>[Signature]</u>                  | Balance due _____           |

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

After the company goes into production on this merchandise, this contract cannot be cancelled and the purchaser is responsible for the whole amount contracted herein. The merchandise is the property of the Chesterfield Awning Company, Inc. until the whole amount of the contract is paid in full. A service charge of 1 1/2 percent monthly will be added to any unpaid balance after 30 days from installation. This is an effective annual rate of 18 percent. Please note that Graphics must be approved within two weeks of order date or production will be delayed.

## CONTRACT TERMS AND CONDITIONS INCLUDING, DISCLAIMER OF WARRANTIES AND MERCHANDISE RETURN POLICY

The order on the first page hereof is subject to the following terms and conditions. By ordering or purchasing merchandise from Chesterfield Awning Co., Inc., "hereinafter Seller/Chesterfield Awning Co., Inc.," you agree to be bound by the following terms. You also agree that no other verbal understanding or promises are part of this contract.

**1. Chesterfield Awning Co., Inc. Warranties:** Chesterfield Awning Co., Inc. warrants solely its labor for a period of One (1) year from the completion date. All work to be completed in a neat, substantial and workmanlike manner according to standard industry practices. If full payment is not made to Chesterfield Awning Co., Inc., all warranties are null and void. All warranty claims must be made in writing within 10 days of noticing any defect of work under this contract and presented to Chesterfield Awning Co., Inc., and it warrants only its labor. It does not warrant any parts or merchandise supplied with its service under this contract. Chesterfield Awning Co., Inc. In case a claim arises from our service we have the right to inspect it. Warranty for Doors Enclosures are for One (1) month from the date of installation. Doors will be free from defects in material and installation, or Chesterfield Awning Co. will repair or replace the product. This warranty is contingent on the customer's proper use and handling of the product.

**2. Manufacturing Warranties:** The only warranties applying to the purchased merchandise are those offered by the manufacturer, if any. Chesterfield Awning Co., Inc. Sells all merchandise "AS IS" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Chesterfield Awning Co., Inc. neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the merchandise. Any liability of Chesterfield Awning Co., Inc. with respect to defects or malfunctions of the goods purchased including, without limitation, those which pertain to performance or safety, whether by way of "strict liability" based upon Chesterfield Awning Co., Inc. negligence, or otherwise, are expressly excluded and BUYER hereby assumes any such risks. BUYER shall not be entitled to recover from Chesterfield Awning Co., Inc. any consequential damages to property, damages for loss of use, loss of time, loss of profits, or income or other incidental damages. The manufacturer's warranty, if any, is not affected by this Disclaimer of Warranties by Chesterfield Awning Co., Inc. Chesterfield Awning Co., Inc. is not responsible for the cost of removing or reinstalling any defective merchandise or the cost of shipment of any defective merchandise to the manufacturer for repair, replacement, etc.

**3. Chesterfield Awning Co., Inc. shall not be liable to the customer under this contract for damage to the customer's awning system or any part thereof occasioned by the age or condition of the customer's awning system including, but not limited to, rips or tears to the awning fabric due to deterioration by exposure to the elements, age, etc. Chesterfield Awning Co., Inc. shall use industry standards and methods of care for the service work it performs on the customer's awning system, but shall not be liable for discoloration, bleaching, spotting, tearing, etc. of the awning fabric.**

4. Chesterfield Awning Co., Inc., shall not be liable for any delay or failure to deliver any and every item of an order when the delay or failure is caused by manufacturer's or shipping delays, labor troubles, strikes, lockouts, material shortages, fire, flood, storm, accident, any act of God, or any other cause beyond the control of Chesterfield Awning Co., Inc.

**5. Where the BUYER has not paid the entire price at the time of the making of this order, BUYER shall pay the entire balance due to Chesterfield Awning Co., Inc. Upon performance of the services indicated herein and the delivery of the purchased merchandise to BUYER.**

6. You, the consumer, may cancel the transaction at anytime within (3) three days after the date the contract is signed. Orders cannot be altered, modified, or canceled without the written approval of Chesterfield Awning Company, Inc. In the event of any cancellation after three (3) business days by the purchaser, Chesterfield Awning Company Reserves the right (in addition to whatever rights it might otherwise have) to charge the purchaser for all materials and supplies purchased or made for the purchaser's order Chesterfield Awning reserves the right to cancel any order, or portion thereof, prior to delivery, due to availability of merchandise. In such event, to the extent that any deposit monies exceed the uncanceled portion of such order, such deposit money shall be returned to BUYER promptly.

7. This contract shall be in default when purchaser fails to pay any payment due hereunder when due or fails to comply with any other terms or condition of this agreement. Upon such default Chesterfield Awning Company, Inc. may, at its option, declare the entire unpaid balance immediately due and owing. Such default shall also entitle Chesterfield to repossess the property with or without notice for the Purchaser waived any rights or action he may have against Chesterfield Awning Company, Inc. arising out of such entry and repossession or any necessary damages caused by the removal of the above-described property premises.

In event that Chesterfield Awning Co., Inc. Must retain legal counsel to enforce or defend its rights under this contract. BUYER shall pay Chesterfield Awning Co., Inc. Reasonable attorney's fees and court costs, which attorneys fees shall, in no case, be less than 20 percent of the amount in issue between the parties.

8. BUYER will pay a late charge of 1-1/2 percent per month on balance of any order after performance of requested services and delivery of merchandise if full payment is not received upon delivery, and BUYER shall pay attorneys fees if Chesterfield Awning Co., Inc. retains an attorney for collection of same. In such case, BUYER shall also pay all reasonable court costs and costs of litigation.

9. The statement of work to be performed as agreed to by Chesterfield Awning Co., Inc. Was based on a visual inspection of readily accessible areas of the BUYER's property. If at any time during the performance of its work, Chesterfield Awning Co., Inc. encounters unknown conditions that materially affect the required work, and/or the timing of services, BUYER agrees to enter into a reasonable changes to the statement of work, the amount of payment to Chesterfield Awning Co., Inc., and/or timing of completion of services to address of the additional required work due to the unknown conditions. Unknown conditions include, but are not limited to, wiring, rewiring, conduits, termite damage, water damage, the location of pipes, conduits, studs, etc., and code violations, the presence of which cannot be determined until work has started.

10. BUYER understands and agrees that BUYER may be required to perform certain minimal acts after Chesterfield Awning Co., Inc. has completed its work to ensure that satisfactory performance of the goods and materials sold by Chesterfield Awning Co., Inc. such as, but not limited to, rinsing or cleaning to minimize accumulation and degradation caused by salt and sand. Manufacturers provide written instruction to BUYER on suggested or required post performance maintenance by BUYER. The BUYER agrees to secure personal effects prior to the commencement of the work by Chesterfield Awning Co., Inc. to prevent damage to BUYER's property including, but not limited to, the removal of pictures from walls, relocation of furniture, the removal and installation of window treatments, etc.

BUYER agrees that Chesterfield Awning Co., Inc. is not liable for damage resulting from reasonable actions in its performance of the contract.

11. The failure of Chesterfield Awning Co., Inc. to enforce any of Chesterfield Awning Co., Inc. rights under this contract shall not be a waiver of any of Chesterfield Awning Co., Inc rights under this contract. **The front and back of this order comprise the entire agreement concerning this purchase and no other agreement or understanding of any nature concerning same has been made or entered into or will be recognized.**





CN SIGN AND AWNING  
O: 630- 656-1085  
F: 630-668-9335  
AWNINGS@COMETNEON.COM  
WWW.CNSIGNANDAWNING.COM

# QUOTE

DATE: 6/3/2015  
Q#: 33569

### SUBMITTED TO

Thomas J Masterson & CoDirections  
Insurance Agency  
Address: 128 St Charles Rd,  
Lombard, IL 60148  
Phone:(630) 889-0092

### PROJECT ADDRESS

Lombard

### DESCRIPTION

### PRICING

**Recover of existing awning frame. Traditional style awning.**

- Survey included.
- Fabricate new awning cover (same color / pattern as existing)
- Remove existing awning cover.
- Install new awning cover on site.
- Graphics on awning valance included.
- No permit included.

Survey: \_\_\_\_\_ \$100.00 No tax.

Fabrication: \_\_\_\_\_ \$1,450.00 + Tax on material

Remove existing and Installation of new: \_\_\_\_\_ \$550.00 + Tax on material.

Sub Total: \_\_\_\$2,100.00  
Tax: \_\_\_\_\_\$43.22  
Total: \_\_\_\_\_\$2,143.00

All above as per drawings to be approved prior to production.

### PAYMENT TO BE MADE AS FOLLOWS

50% deposit. Balance upon completion

### ACCEPTANCE OF PROPOSAL

THE ABOVE SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. WE AUTHORIZE COMET NEON, INC. TO DO THE WORK SPECIFIED. PAYMENT WILL MADE AS OUTLINED ABOVE

ACCEPTANCE SIGNATURE: \_\_\_\_\_

ACCEPTANCE DATE: \_\_\_\_\_