

RESOLUTION NO.11-2007

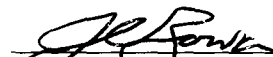
WHEREAS, the CITY has established a Façade Improvement Program for application within the Valparaiso Façade Improvement Business District ("District"); and

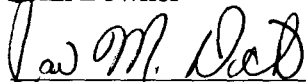
WHEREAS, said Façade Improvement Program is administered by the CITY with the advice of the Plan Commission and is funded from the CEDIT fund for the purposes of controlling and preventing blight and deterioration and encouraging private investment within the District; and

WHEREAS, pursuant to the Façade Improvement Program CITY has agreed to participate, subject to its sole discretion, 1) in reimbursing Owners/Lesseees for the cost of eligible exterior improvements to commercial establishments within the District up to a maximum of one-half (1/2) of the approved contract cost of such improvements and 2) in reimbursing Owners/Lesseees for 100% of the cost of the services of an architect for such façade improvements up to a maximum of \$4,000 per building, as set forth herein, but in no event shall the total CITY participation exceed twenty five thousand dollars (\$25,000) per façade, as defined in the City of Valparaiso Façade Improvement Agreement (see attachment A), for eligible improvements to the front and/or side of a building, and ten thousand (\$10,000) per building for eligible rear entrance improvements, with a maximum reimbursement amount of twenty five thousand dollars (\$25,000) per building; and

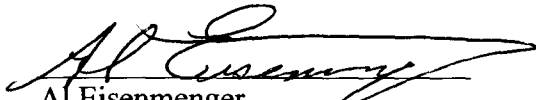
WHEREAS, the OWNER/LESSEE's property is located within the Façade Improvement Business District, and the OWNER/LESSEE desires to participate in the Façade Improvement Program and has agreed to the terms and provisions of this agreement (see attachment A).

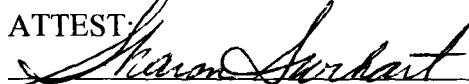
Adopted this 23rd day Of April 2007 by a vote of all members present and voting.


John Bowker


Jan Dick


Chuck Williams

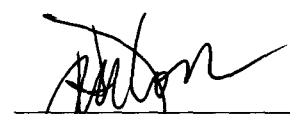

Al Eisenmenger

ATTEST:

Sharon Swihart, Clerk-Treasurer


Joey Larr


Robert McCasland


Edward Howe


Jon Costas, Mayor

**City of Valparaiso
Façade Improvement Agreement**

THIS AGREEMENT, entered into this 10 day of APRIL, 2007, between the City of Valparaiso, Indiana (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: * Paul CODRON

Name of Business: PICKS TAVERN

Tax ID#/Social Security # 20-589-9068

Address of Property to be Improved:

62 LINCOLNWAY

VALPARAISO, INDIANA 46383

PIN Number: 64-09-24-313-013.000-004

WITNESSETH:

WHEREAS, the CITY has established a Façade Improvement Program for application within the Valparaiso Façade Improvement Business District ("District"); and

WHEREAS, said Façade Improvement Program is administered by the CITY with the advice of the Plan Commission and is funded from the general fund for the purposes of controlling and preventing blight and deterioration within the District; and

WHEREAS, pursuant to the Façade Improvement Program CITY has agreed to participate, subject to its sole discretion, 1) in reimbursing Owners/Lessees for the cost of eligible exterior improvements to commercial establishments within the District up to a

maximum of one-half (1/2) of the approved contract cost of such improvements and 2) in reimbursing Owners/Lessees for 100% of the cost of the services of an architect for such façade improvements up to a maximum of \$4,000 per building, as set forth herein, but in no event shall the total CITY participation exceed twenty five thousand dollars (\$25,000) per façade, as defined herein, for eligible improvements to the front and/or side of a building, and ten thousand (\$10,000) per building for eligible rear entrance improvements, with a maximum reimbursement amount of twenty five thousand dollars (\$25,000) per building; and

WHEREAS, the OWNER/LESSEE's property is located within the Façade Improvement Business District, and the OWNER/LESSEE desires to participate in the Façade Improvement Program pursuant to the terms and provisions of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER/LESSEE do hereby agree as follows:

SECTION 1:

A. With respect to façade improvements to the front and side of a building and related eligible improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE'S property at the rate of fifty percent (50%) of such cost, and shall reimburse OWNER/LESSEE for 100% of the cost of fees for architectural services pertaining to such improvements, up to a maximum amount of \$4,000 per building as defined herein, provided that the total reimbursement for improvements to the front and side of a building and related eligible improvements and architectural services shall not exceed twenty five thousand dollars (\$25,000) per façade as defined herein.

B. With respect to improvements to rear entrance(s) of a building and related

eligible improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of fifty percent (50%) of such cost, and shall reimburse OWNER/LESSEE for 100% of the cost of fees for architectural services pertaining to such improvements, up to a maximum amount of \$4,000 per building, provided that reimbursement for landscaping materials and installation shall not exceed \$1,000 per building, and provided that the total reimbursement for rear entrance and related eligible improvements and architectural services shall not exceed ten thousand dollars (\$10,000) per building.

The actual total reimbursement amounts per this Agreement shall not exceed \$25,000 for façade improvements to the front, side, and rear entrance(s) of a building and related eligible improvements. Total reimbursable expenses shall not exceed \$25,000. The improvement costs that are eligible for City reimbursement include all labor, materials, equipment and other contract items necessary for the proper execution and completion of the work as shown on the plans, design drawings, specifications and estimates approved by the City. Such plans, design drawings, specifications and estimates are attached hereto as Exhibit I.

SECTION 2: No improvement work shall be undertaken until its design has been submitted to and approved by the City Council. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within six months from the date of such approval.

SECTION 3: The Planning Director shall periodically review the progress of the contractor's work on the façade improvement pursuant to this Agreement. Such inspections shall not replace any required permit inspection by the Building

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

SECTION 4: Upon completion of the improvements and upon their final inspection and approval by the Planning Director, the OWNER/LESSEE shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The OWNER/LESSEE shall also submit to the CITY a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The CITY shall, within fifteen (15) days of receipt of the contractor's statement, proof of payment and lien waivers, and the architect's statement, issue a check to the OWNER/LESSEE as reimbursement for one-half of the approved construction cost estimate or one-half of the actual construction cost, whichever is less, and for 100% of architectural services fee, subject to the limitations set forth in Section 1 hereof.

In the alternative, at its sole discretion, CITY may reimburse OWNER/LESSEE in two payments. The first reimbursement may be made only 1) upon completion of work representing 50% or more of the maximum reimbursement specified in Section 1 hereof and 2) upon receipt by CITY of the architect's invoices, contractor's statements,

invoices, proof of payment and notarized final lien waivers for the completed work and
3) upon a determination by the Planning Director that the remainder of the work is
expected to be delayed for thirty days or more following completion of the initial work
due to weather, availability of materials, or other circumstances beyond the control of the
OWNER/LESSEE. The second, final reimbursement payment shall be made by CITY
only upon submittal of all necessary documents as described herein.

SECTION 5: If the OWNER/LESSEE or his contractor fails to complete the
improvement work provided for herein in conformity with the approved plans, design
drawings and specifications and the terms of this Agreement, then upon written notice
being given by the Planning Director to the OWNER/LESSEE, by certified mail to the
address listed above, this Agreement shall terminate and the financial obligation on the
part of the CITY shall cease and become null and void.

SECTION 6: Upon completion of the improvement work pursuant to this
Agreement and for a period of five (5) years thereafter, the OWNER/LESSEE shall be
responsible for properly maintaining such improvements in finished form and without
change or alteration thereto, as provided in this Agreement, and for the said period of five
(5) years following completion of the construction thereof, the OWNER/LESSEE shall
not enter into any Agreement or contract or take any other steps to alter, change or
remove such improvements, or the approved design thereof, nor shall OWNER/LESSEE
undertake any other changes, by contract or otherwise, to the improvements provided for
in this Agreement unless such changes are first submitted to the Planning Director, and
any additional review body designated by the Director, for approval. Such approval shall
not be unreasonably withheld if the proposed changes do not substantially alter the

original design concept of the improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement. OWNER/LESSEE shall execute and record a restrictive covenant, in a form substantially the same as Exhibit "II" hereto, at City's request.

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

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

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

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

OWNER/LESSEE

* Paul JoQua

CITY OF VALPARAISO

Arturo Mayor
Mayor

ATTEST: Sharon Emund Turkait
City Clerk

JEROME EASTMAN INC.

1010 CENTRAL AVENUE, WILMETTE, ILLINOIS 60091
847 251-2066 FAX: 847 251-2069

ESTIMATE

PIKK'S Tavern Façade Budget

Windows	13,500.00
Doors	5,000.00
Masonry (including cleaning copper crown)	4,500.00
Sign (including new copper fascia)	7,000.00
Lighting (both down and up on façade)	3,500.00
Transom (plywood panels/copper)	2,500.00
Spandrel (with rebuilt foundation)	4,000.00
Awning (suggested alternate)	3,500.00
Design & Architectural Fees	<u>4,000.00</u>
	\$47,500.00