



City of St. Charles
Facade Improvement Program Description

Revised March 5, 2007

1. Program Purpose

The St. Charles Facade Improvement Program is designed to promote the continued use and maintenance of commercial and residential buildings in the downtown area. It is intended to help property owners and commercial tenants to rehabilitate and restore the visible exterior of existing structures, and to construct or enhance rear pedestrian entrances of buildings. Improvements must meet criteria for appropriateness of design. Reimbursement grants are provided to property owners or commercial tenants in recognition of the positive impact that individual building improvements can have on the overall appearance, quality and vitality of downtown St. Charles.

2. Eligible Properties:

To be eligible for a Facade Improvement Program reimbursement grant, a building must meet one or more of the following criteria:

- 1) A building used in whole or in part for commercial purposes located within Special Service Area #1B as designated by the City of St. Charles, shown in Exhibit A.
- 2) A residential building with two or more dwelling units located within Special Service Area #1B as designated by the City of St. Charles, shown in Exhibit A, and which has not been designated as exempt from payment of the Special Service Area #1B tax. A current tax bill shall be provided to show that the property is not exempt.
- 3) A building used in whole or in part for commercial purposes located within the Central Historic District as designated by the City of St. Charles, shown in Exhibit B

Buildings used in whole or in part for commercial purposes are also eligible for a reimbursement grant for rear entrance improvements if they also meet all of the following criteria:

- 1) The building must have an existing rear entrance, or a location for a new rear entrance, that is accessible to the public from a dedicated public street, alley, or other right of way, or from a parking lot or walkway that is owned or leased by the City, or from other property that is encumbered by an easement granting public pedestrian access; and
- 2) The rear entrance to be improved must provide public access to a business or businesses within the building.

3. What Grants Are Available?

The maximum amount of the reimbursement grant for a specific property will be set forth in a Facade Improvement Agreement between the City and the property owner or tenant. If the actual costs exceed the original final estimates submitted with the application and used to determine the final total amount of reimbursement within the Agreement, the property owner or tenant will be responsible for the full amount of the excess. The City cannot reimburse more than the total amount specified in the Agreement.

The maximum aggregate amount of all grants approved for a building or property within any five year period shall be limited to \$20,000.00. This limitation applies to all eligible properties regardless of the number or width of qualifying facades. Properties that are listed on the National Registry and/or Locally Designated Landmarks can be eligible for up to an additional \$10,000.00 to be applied towards the restoration of significant architectural structures/features such as marquee signs, boathouses and gazebos.

Reimbursement grants are subject to Federal and State taxes, and are reported to the Internal Revenue Service on Form 1099. You are required to provide your taxpayer ID number or social security number as part of the Façade Improvement Agreement. Property owners and tenants should consult their tax advisor for tax liability information.

A. Exterior Building Facades

Property owners or commercial tenants who install at least \$1,000 of improvements are eligible to receive a matching grant to reimburse 50 percent of the cost of construction of exterior building improvements and 100% of architectural fees, up to \$10,000 per facade for construction and architectural fees combined. A facade is defined as a thirty foot wide span along the front or side of a building facing a public street, measured along the building wall generally parallel to the right of way line. For building fronts or sides exceeding thirty feet, a pro rata amount will be applied.

The amount of any reimbursement grant for architectural services shall be limited to \$4,000 per building. Where architectural services are required, the owner or tenant should retain an architect to prepare a conceptual design and cost estimate for work proposed. If the project is approved by the City, the architect may provide bidding and construction plans and documents, as well as construction supervision. Only those architectural services directly related to the approved facade improvement will be reimbursed.

B. Rear Entrance Improvements

Property owners or commercial tenants who install at least \$1,000 of improvements are eligible to receive a matching grant to reimburse 50 percent of the cost of construction of exterior building improvements and 100% of architectural fees, up to \$10,000 per building for construction and architectural fees combined.

The amount of any reimbursement grant for architectural services shall be limited to \$4,000 per building. Where architectural services are required, the owner or tenant should retain an architect to prepare a conceptual design and cost estimate for work proposed. If the City approves the project, the architect may provide bidding and construction plans and documents, as well as construction supervision. Only those architectural services directly related to the approved rear entrance improvement will be reimbursed.

Landscaping is an eligible improvement for rear entrance improvements only; however, reimbursement for landscaping shall be limited to a) not more than \$1,000 per building; b) only trees, shrubs, and other perennial plants are eligible for reimbursement; and c) all landscape materials for which a reimbursement grant is provided shall be maintained in good condition by the property owner or business tenant for a minimum of five years, as set forth in Section 9 of this Program Description and as provided in the Façade Improvement Agreement.

4. **Eligible Improvements:**

- *Exit doors (exterior) -- installation, repair and replacement of exit doors and hardware to provide public access, or where current doors do not meet the building and fire codes or it will improve the overall appearance of the building.
- *Painting -- painting of the exterior surface of buildings.
- *Shutters and Awnings -- repair, replacement or addition of exterior shutters and awnings (exceptions: mansard roofs, back-lit and/or plastic awnings are not eligible for funding)
- *Signs -- repair and replacement
- *Stairs, Porches, Railings, Exits -- repair and replacement or installation of exterior stairs, porches, railings and exit facilities.
- *Walls -- repair and rebuilding of exterior walls, including: cleaning, sealing, tuck pointing, painting, etc.
- *Windows -- repair of frames, sills, glazing, replacement of glass and installation of new windows.

- *Roofs -- repair and reroofing, where the effects of the repair will be visible from a public street or public parking lot. (In general, sloping roofs would qualify, flat roofs would not).
- *Walkways -- sidewalks, pavers, plazas, and other permanent improvements designed primarily for pedestrian use, only in conjunction with rear entrance improvements.
- *Landscaping, limited to perennial plantings including trees and shrubs, only in conjunction with rear entrance improvements.
- *Lighting – installation, repair and replacement of lighting mounted on a building that illuminates the façade or signage.

The following items are not eligible for reimbursement grants under the City of St. Charles Façade Improvement Program:

- *Building Permit fees and related costs
- *Extermination of insects, rodents, vermin and other pests
- *Sidewalks -- replacement of private sidewalks, except as specified above in conjunction with rear entrance improvements..
- *Title reports and legal fees.
- *Acquisition of land or buildings
- *Air conditioning and heating facilities
- *Electrical wiring or service upgrade, except electrical work necessary to illuminate an eligible sign.
- *Elevators -- repair or installation
- *Interior floor or ceiling replacement and repair.
- *Plumbing.
- *Refinancing existing debt.
- *Sprinkler systems.
- *Sweat equity.
- *Working capital for businesses.
- *Resurfacing of parking lots.
- *Landscaping., except as specified above in conjunction with rear entrance improvements. (In no case will reimbursement grants be made for temporary landscaping such as annual plantings.)

Improvements not specifically listed as eligible or ineligible are subject to review as to eligibility by the Historic Preservation Commission as an advisory body and approval or disapproval by the St. Charles City Council.

The Historic Preservation Commission and the City Council will consider the architectural appropriateness of proposed improvements using the Design Guidelines established by the City Council and the provisions of Chapter 17.32 of the St. Charles Municipal Code (Historic Preservation Ordinance.) Improvements that are not architecturally appropriate, as determined by the City Council upon recommendation of the Historic Preservation Commission, are not eligible for a reimbursement grant. The Design Guidelines apply to all facade program projects, regardless of whether they are in the Historic District.

5. **Approval of Façade Improvement Agreement:**

Applications will be accepted beginning February 1st of each calendar year. Buildings that are located within the SSA – 1B that have not received a Façade Improvement Program reimbursement grant in the past will be considered first time applicants and be given first consideration. After all first time applicants are processed, the remaining applications that are located within the SSA-1B will be considered in the order in which they were received. After those applications are processed, any applications for properties that are located in the Central Historic District but not within the SSA-1B will be considered in the order in which they were received. In the event that the total amount of the potential reimbursement grants exceeds the amount budgeted for the program for that fiscal year, the applications which cannot be approved due to budget limitations will be carried over for consideration during the following fiscal year. Not more than one Façade Improvement Agreement shall be approved for a building in any fiscal year, and a Façade Improvement Agreement shall not be approved if a Façade Improvement grant was made for the same portion of the building within the previous five years. The earliest final City Council approval will be received is the first Monday in May.

6. Commencement of Work:

After the Facade Improvement Agreement is approved by the City Council, obtain a building permit and begin the work. **DO NOT START BEFORE -- YOU WILL NOT BE REIMBURSED FOR WORK DONE PRIOR TO CITY COUNCIL APPROVAL OF THE FACADE IMPROVEMENT AGREEMENT.**

7. Completion of Work:

All improvements must be completed within 180 calendar days after the Facade Improvement Agreement is approved, unless otherwise authorized by the City for a maximum of a one (1) year extension. If the work is not complete by the end of the one year extension the City's remaining obligation to reimburse the owner or tenant for the project terminates.

8. Reimbursement Payments:

Upon completion of the work, the owner or tenant must submit copies of all architect's invoices, contractor's statements, invoices, proof of payment, and notarized final lien waivers to the Director of Community Development, as evidence that the owner or tenant has paid the architect and contractor(s). You should use the attached forms for the contractor's statement and final lien waivers. Payment will be authorized upon completion of all work items as originally approved and receipt of all of the required documents.

The Director of Community Development may authorize reimbursement to be made in two payments, if all of the following conditions are present: 1) The first partial payment may be made upon completion of work representing at least fifty percent (50%) of the amount specified in the Facade Improvement Agreement; 2) The architect's invoices, contractor's statements, invoices, notarized final lien waivers and proof of payment for the completed work have been submitted; 3) The remaining 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 or tenant.

Reimbursement for architectural services will be made at the same time reimbursement is made for improvements, and only if a Facade Improvement Agreement has been approved by the City Council. Architectural services may be reimbursed, at the sole discretion of the City Council, as follows:

Concept Plans and cost estimates prepared before approval of a Facade Improvement Agreement.

Architectural construction drawings and specifications for the improvement to the extent required by the St. Charles Building Code, prepared after City Council approval of a Facade Improvement Agreement.

Construction supervision conducted after City Council approval of the Facade Improvement Agreement.

Major changes or elimination of improvements must be approved by the City Council. Minor changes must be approved by the Director of Community Development. **THIS IS A REIMBURSEMENT PROGRAM -- YOU MUST PAY YOUR ARCHITECT, CONTRACTORS AND SUPPLIERS BEFORE YOU RECEIVE PAYMENT FROM THE CITY.**

9. Alterations:

The property owner and tenant shall be responsible for maintaining the facade and rear entrance improvements without alteration for five (5) years unless approved by the Director of Community Development. A restrictive covenant limiting alterations may be required by the City Council at the time of approval of the Facade Improvement Agreement.

FACADE IMPROVEMENT PROGRAM -- STEP-BY-STEP PROCESS

REVIEW AND APPROVAL OF GRANT

1. Review the Program Description or contact the Planning Division to see if the improvements you are considering are eligible.
2. Define the scope of your proposed improvements. This will probably involve consulting with an architect or other appropriate design professional (for projects that do not need an architect, consult with a contractor).
3. Complete this application including appropriate plans and descriptions of work to be done.
4. Submit application with \$50 fee to Community Development Department, Planning Division, 2 E. Main Street, St. Charles IL. Complete application will be forward to the Historic Preservation Commission for review.
5. Attend Historic Preservation Commission meeting to present your proposed improvements and to receive the Commission's review comments.
6. If necessary, revise plans and return to Historic Preservation Commission for second review.
7. Submit final revised plans, cost estimates, and signed Facade Improvement Agreement to Planning Division.
8. Attend Planning and Development Committee meeting. Committee will make a recommendation to approve or disapprove of the Façade Improvement Agreement.
9. City Council approves or disapproves Facade Improvement Agreement.

BUILDING PERMIT/CONSTRUCTION

10. Apply for a building permit through the Building and Code Enforcement Division.
11. If property is in a Historic District, the permit application is automatically forwarded to the Historic Preservation Commission for issuance of a "Certificate of Appropriateness" (COA). If your plans have not changed, the Commission will approve the COA.
12. Pick up permit at Building and Code Enforcement Division when notified.
13. Construct per approved plans and call Building and Zoning Division to schedule inspections as required.
14. Finish construction.
15. Call the Building and Code Enforcement Division for final inspection.

REIMBURSEMENT

16. Submit contractor's statement, lien waiver(s), invoice(s) showing full payment, and W-9 form, to Planning Division for review. Planning Division will inspect the project to determine that the project has been completed in accordance with the Façade Improvement Agreement.
17. Upon review of the materials, the Planning Division will direct the Finance Department to issue a check for reimbursement for completed improvements.

**CITY OF ST. CHARLES
FACADE IMPROVEMENT PROGRAM
APPLICATION FORM**

A non-refundable fee of \$50.00 must accompany this application. Checks should be made payable to the City of St. Charles.

1) Applicant: _____
(Name)

Home Address: _____
(Street) (City/State/Zip) (Phone)

Business Address: _____
(Street) (City/State/Zip) (Phone)

Federal Tax ID Number: _____

2) Building or establishment for which the reimbursement grant is sought

(Street Address)

(Property Identification Number)

4) Is this property listed on the National Registry or designated as a Local Landmark: Yes No

3) Proposed Improvements(Check all that apply):

- Canopy/Awning
- Windows/Doors
- Tuck pointing/Masonry Repair
- Masonry Cleaning
- Painting
- Other(Please Specify) _____
- Signage
- Exterior Lighting
- Restoration of Architectural Features
- Rear Entrance Improvements(Please specify below)

Describe the scope and purpose of the work to be done:

Preliminary Cost Estimate: \$ _____ City's Grant Amount: \$ _____

4) Statement of Understanding:

- A. I agree to comply with the guidelines and procedures of the St. Charles Façade Improvement Program.
- B. I understand that I must submit detailed cost documentation, copies of bids, contracts, invoices, receipts, and contractor's final waivers of lien upon completion of the approved improvements.
- C. I understand that work done before a Façade Improvement Agreement is approved by the City Council is not eligible for a grant.
- D. I understand the Façade Improvement reimbursement grants are subject to taxation and that the City is required to report the amount and recipient of said grants to the IRS

Signature _____
Applicant

If the applicant is other than the owner, you must have the owner complete the following certificate:

I certify that I am the owner of the property at _____, and that I authorize the applicant to apply for a reimbursement grant under the St. Charles Facade Improvement Program and undertake the approved improvements.

Signature _____ Date _____
Owner



**City of St. Charles
Facade Improvement Agreement**

THIS AGREEMENT, entered into this ____ day of _____, 20____, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: _____

Name of Business: _____

Tax ID#/Social Security # _____

Address of Property to be Improved:

PIN Number: _____

WITNESSETH:

WHEREAS, the CITY has established a Facade Improvement Program for application within the St. Charles Facade Improvement Business District ("District"); and

WHEREAS, said Facade Improvement Program is administered by the CITY with the advice of the Historic Preservation 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 Facade 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/Lesseees for 100% of the cost of the services of an architect for such facade improvements up to a maximum of \$4,000 per building, as set forth herein, but in no event shall the total CITY participation exceed ten thousand dollars (\$10,000) per facade, as defined herein, for eligible improvements to the front and/or side of a building, and ten thousand dollars (\$10,000) per building for eligible rear entrance improvements, with a maximum reimbursement amount of twenty thousand dollars(\$20,000) per building; and

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

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

SECTION 1:

A. With respect to facade 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 ten thousand dollars (\$10,000) per facade 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 \$_____ for facade improvements to the front and side of a building and related eligible improvements and \$_____ for improvements to rear entrance(s) of a building and related eligible improvements. The improvement costs which are eligible for City reimbursement include all labor, materials, equipment and other contract items necessary for the proper execution and completion of the work as shown on the plans, design drawings, specifications and estimates approved by the City. Such plans, design drawings, specifications and estimates are attached hereto as Exhibit 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 Director of Community Development shall periodically review the progress of the contractor's work on the facade improvement pursuant to this Agreement. Such inspections shall not replace any required 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 Director of Community Development, the OWNER/LESSEE shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The OWNER/LESSEE shall also submit to the CITY a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The CITY shall, within fifteen (15) days of receipt of the contractor's statement, proof of payment and lien waivers, and the architect's statement, issue a check to the OWNER/LESSEE as reimbursement 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 Director of Community Development that the remainder of the work is expected to be delayed for thirty days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the OWNER/LESSEE. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

SECTION 5: If the OWNER/LESSEE or his contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the

terms of this Agreement, then upon written notice being given by the Director of Community Development 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 Director of Community Development, and any additional review body designated by the Director, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement. 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 facade improvement(s), including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees and agents for

any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said facade improvement(s).

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

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

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

OWNER/LESSEE

CITY OF ST. CHARLES

Mayor

ATTEST: _____

City Clerk

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

STATE OF ILLINOIS)
) SS
 COUNTY OF)

The affiant, _____(name) being first sworn on oath, deposes that he is
 _____ (position) of _____ (name of firm)
 being the contractor for _____(owner of premises)
 to furnish labor and materials for work on the property located at _____ (address of
 premises) and performed _____
 _____,(describe improvements)

on said property. Affiant further deposes that the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have or are doing labor on said improvements; that there is due and to become due them respectively, the amount set opposite their name for materials or labor as described; and that this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

Name/Address	Kind of Work	Amount of Contract	Retention (Incl. Current)	Net Previously Paid	Net Amount This Payment	Balance to Complete

Amount of Original Contract	\$ _____	Work Completed to Date	\$ _____
Extras to Contract	\$ _____	Less _____ % Retained	\$ _____
Total Contract & Extras	\$ _____	Net Amount Earned	\$ _____
Credits to Contract	\$ _____	Net Previously Paid	\$ _____
Balance to Become Due	\$ _____ (including Retention)		

I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed _____ Position _____

Subscribed and sworn to before me this _____ day of _____ , _____

_____ Notary Public

The above sworn statement should be obtained by the owner before each and every payment.

FINAL WAIVER OF LIEN

STATE OF ILLINOIS)
)SS
 COUNTY OF)
 TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
 to furnish _____
 for the premises known as _____
 of which _____ is the owner.

The undersigned, for and in consideration of _____

(\$ _____) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-describe premises.

Given under _____ hand _____ and seal _____
 this _____ day of _____, 20____

Signature and Seal: _____

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS)
)SS
 COUNTY OF)
 TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is _____
 _____ of the _____
 who is the contractor for the _____ work on the property
 located at _____
 owned by _____.

That the total amount of the contract including extras is \$ _____ on which he or she has received payment of \$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defect the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL TO COMPLETE					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to nay person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signature: _____ Date: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

 NOTARY PUBLIC

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.