ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	
	Title:	Recommendation to approve a Facade Improvement Grant Agreement for 111-113 W. Main St. (Ferraro)
	Presenter:	Russell Colby

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development (11/10/14)		City Council

Estimated Cost:	$10,500	Budgeted:	YES	X	NO	

If NO, please explain how item will be funded:

Executive Summary:

Frank Ferarro, owner of 111-113 W. Main St. (location of Steel Beam Theater and Salon Agape), has requested a Façade Improvement Grant to assist with repairs to the rear entrance of the building. Improvements include replacing stair decking, repairing railings, re-roofing the stair tower, and repainting the building. The decking is required to be fire-retardant lumber, which has an added cost.

The Façade Improvement Grant program provides assistance to property owners and commercial tenants to rehabilitate and restore the exterior of buildings in the downtown. Grant funding is available first for buildings located in Special Service Area 1B (Downtown Revitalization) and secondarily for other properties located outside SSA 1B but within the Central Historic District. Applications are first reviewed by the Historic Preservation Commission for appropriateness of design. The grants are provided as a reimbursement for up to 50% of the funds invested into an exterior rehabilitation project, up to $10,000 for a 30 ft. length of building façade. There is a limit of $20,000 of grant funds per property in any 5 year period. The program budget for FY 14-15 is $40,000.

The Historic Preservation Commission reviewed the grant and recommend approval on 10/15/14. The Commission requested excluding the upper level decking and railings from the grant funding, as the applicant indicated there is a potential for a portion of the deck level to be enclosed in the future.

The cost of the work is estimated at $26,685 and the grant would cover up to $10,500 (remaining budget for the fiscal year). The building is comprised of two parcels and has most recently received grant funding for Steel Beam Theater's signs (2009 and 2013).

Attachments: *(please list)*

Historic Commission recommendation, Façade Improvement Grant Application, Grant Agreement

Recommendation / Suggested Action *(briefly explain)***:**

Recommendation to approve a Facade Improvement Grant Agreement for 111-113 W. Main St. (Ferraro).

For office use only:	*Agenda Item Number:* 3†

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 11-2014

A Resolution Recommending Approval of A Façade Improvement Grant Application (111-113 W. Main St. – Ferraro Partnership)

WHEREAS, it is the responsibility of the St. Charles Historic Preservation Commission to review applications for the Facade Improvement Grant Program; and

WHEREAS, the Historic Preservation Commission has reviewed the Facade Improvement Grant Application for 111-113 W. Main St., and has found said application to be architecturally appropriate and in conformance with the Downtown Design Guidelines and the Historic Preservation Ordinance, Chapter 17.32 of the Zoning Ordinance; and

WHEREAS, the Historic Preservation Commission finds approval of said Facade Improvement Application to be in the best interest of the City of St. Charles.

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council approval of the Facade Improvement Application for 111-113 W. Main St., subject to the following condition:

- The upper decking and railing improvements shall be excluded and shall not be eligible for grant funding.

Roll Call Vote:
Ayes: Bobowiec, Malay, Gibson, Pretz, Norris, Withey
Nays: None
Abstain: None
Absent: None
Motion Carried.

PASSED, this 15th day of October, 2014.

_____
Chairman

Received 9/5/14

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: THE FERRARO PARTNERSHIP
(Name)

Home Address: _
(Street) (City/State/Zip)

Business Address: P.O. BOX 72103 ROSELLE, IL 60172
(Street) (City/State/Zip) (Phone)

Federal Tax ID Number: 36-4051349

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

111-113 WEST MAIN ST. AND 113½ W. MAIN ST. UPPER FLOOR
(Street Address)

#09-27-377-023 AND #09-27-377-004
(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) REAR DECKING AND STAIRS, RAILINGS, DECK ROOF, PAINTING
- ☐ Signage
- ☐ Exterior Lighting
- ☐ Restoration of Architectural Features
- ☒ Rear Entrance Improvements(Please specify below)

Describe the scope and purpose of the work to be done:
REMOVING OLD DECKING, REPLACING DECKING USING FIRE RETARDANT LUMBER, REBUILD STAIRS, REPLACE GUTTERS, REPAIR RAILINGS, REPLACE DECK ROOF ALL NEW SHINGLES, AND PAINT RAILINGS AND ENTIRE REAR OF BUILDING IN MATCHING COLORS

Preliminary Cost Estimate: $ 26,685.00 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 111-113 W. MAIN ST. 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 8-1-04
Owner

BID

Date: 9/3/2014

JORDAN JONES INC.
3122-EASTBEND DRIVE
ALGONQUIN IL. 60102
312-805-7625

TO:
THE FERARRO PARTNERSHIP

WORK ADDRESS: 111-113 West Main
St. Charles IL.

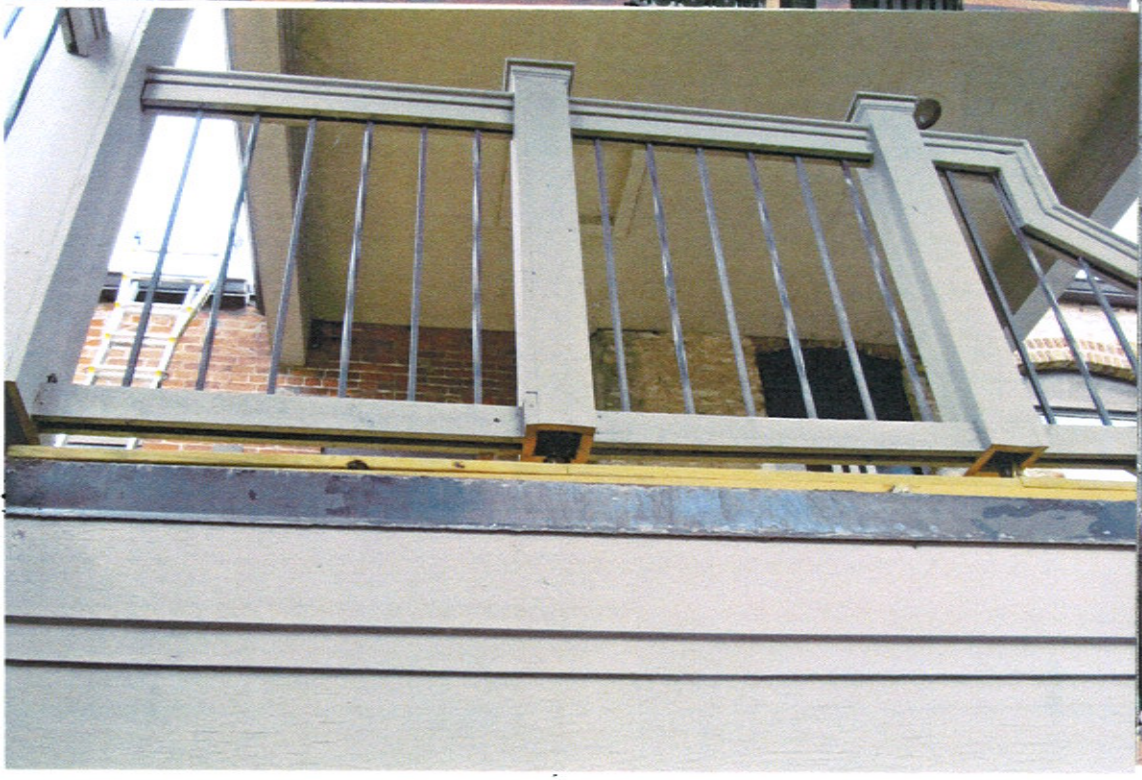
MATERIALS

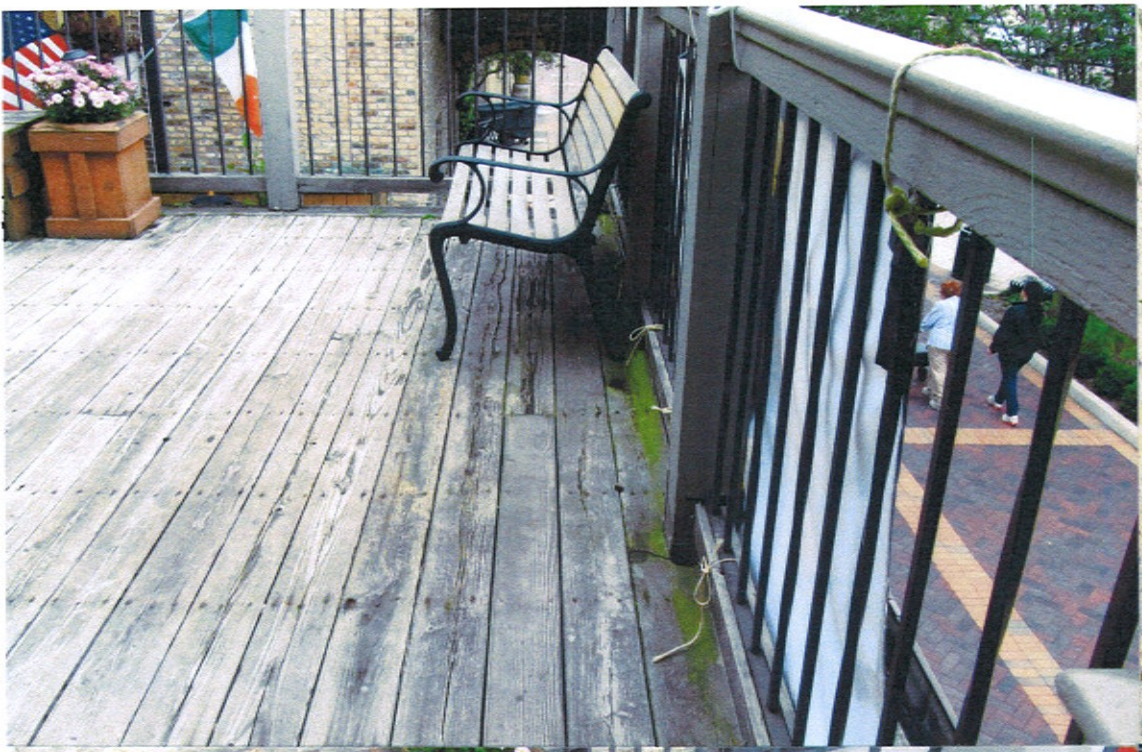
REAR OF THE STEEL BEAM THEATER- DECK AND STAIR AREA

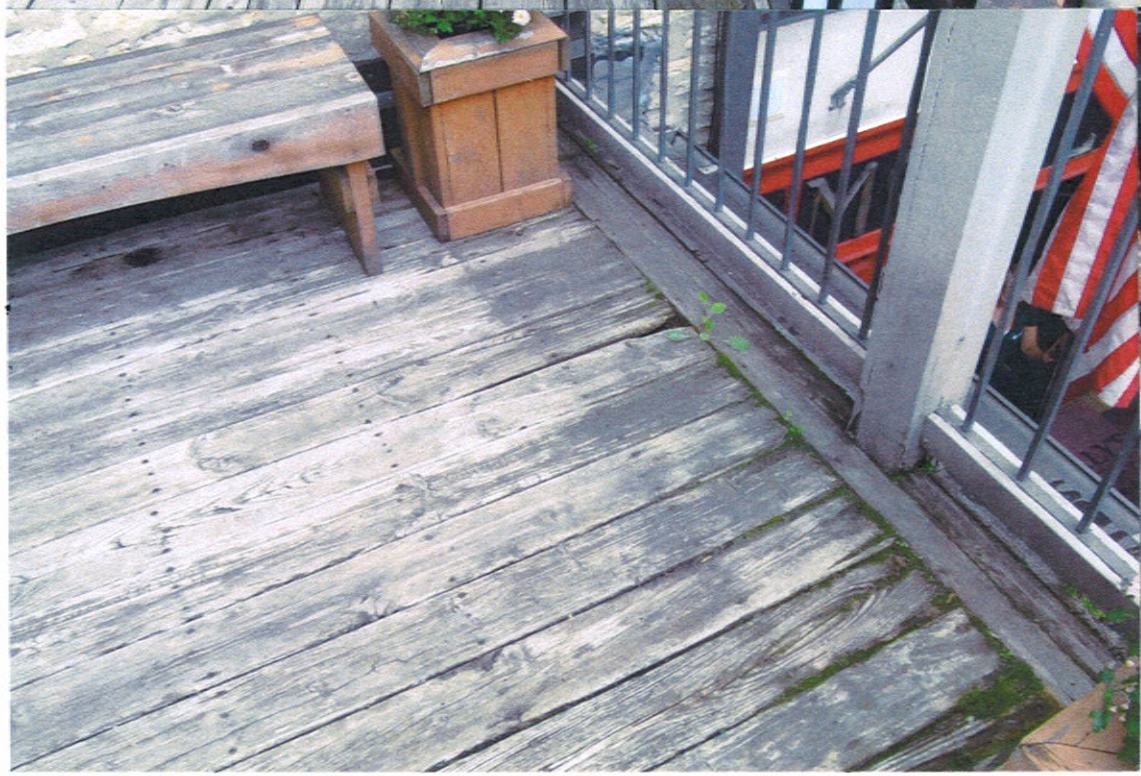
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	WORK TO DONE ON REAR DECK, STAIRS, ROOF,		
	GUTTERS, DOWNSPOUTS, RAILINGS, POST,		
	POST CAPS, AND POST TRIM, INCLUDING		
	RE-PAINTING OF ALL PAINTED SURFACES		
1.00	DEMOLITION OF EXISTING DECK AND STAIRS INCLUDING REMOVAL OF DEBRIS		$ 3,195.00
2.00	REPAIRS TO EXISTING ROOF UNDER DECK INCLUDING MATERIAL		$ 995.00
3.00	REBUILD DECK AND STAIRS USING EXTERIOR FIRE RETARDENT LUMBER		$ 9,300.00
	FROM CHICAGO FLAME PROOF		$ -
4.00	REMOVE OLD 4" GUTTERS AND DOWNSPOUTS AND REPLACE WITH 6" GUTTERS		$ 2,395.00
	AND DOWN SPOUTS(DARK BROWN, TO MATCH EXISTING)		$ -
5.00	REMOVE AND REPLACE UPPER SHINGLES ON PITCHED ROOF, INCLUDING		$ 3,800.00
	REMOVAL OF DEBRIS. USING OWENS CORNING OAKRIDGE 30 YR. SHINGLES,		$ -
	#30 FELT, AND SNOW AND ICE SHIELD WHERE NEEDED		$ -
6.00	REPAIR RAILS WHERE NEEDED, AND INSTALL NEW POST CAPS AND BOTTOM POST		$ 2,800.00
	WRAPS ON ALL DECK AND STAIR POSTS.		$ -
7.00	REPAINT ALL PAINTED AREAS TO MATCH EXISTING, INCLUDING- WOOD SIDING,		$ 4,200.00
	IRON SPINDLES, RAILS AND POST CAPS		$ -
			$ -
			$ -
			$0.00
		MATERIAL AND LABOR	$ 26,685.00
		TOTAL BID	$26,685.00
			$0.00
		OPTION 2 DISCOUNT	$ (6,400.00)
		TOTAL WITH OPTION 2	$20,285.00

OPTION 2 - REBUILD STAIRS ONLY AND NOT UPPER DECK
THE DISCOUNT FOR THIS WOULD BE $6400.00

SALON AGAPÉ
DAY SPA
HAUNTED HOUSE
IN 3D
KCSCAREGROUNDS.COM
SALON AGAPÉ







GUINNESS
GUINNESS

ONPATH

STEEL BEAM THEATRE
14TH SEASON
ALMOST, Maine
Sept. 12 - Oct. 5, 2014
Broadway.com
Nov. 14 - Dec. 7, 2014*
The Big Meal
Feb. 20 - Mar. 15, 2015

City of St. Charles
Facade Improvement Agreement

THIS AGREEMENT, entered into this 17th day of November, 2014, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name:	Frank Ferraro
Name of Business:	The Ferraro Partnership
Tax ID#/Social Security #	36-4051349
Address of Property to be Improved:	111-113 W. Main St., St. Charles, IL 60174
PIN Number:	09-27-377-004, 09-27-377-023

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/Lessees 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 **$0** for facade improvements to the front and side of a building and related eligible improvements and **$10,500** 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

EXHIBIT "I"

Proposal from Jordan Jones Inc. dated _____: $26,685 (estimate)

Total Estimated Cost:	$26,685
Maximum Grant:	$10,500