ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	
	Title:	Recommendation to Approve a Corridor Improvement Grant for 1317 E. Main Street (Fydoland)
	Presenter:	Matthew O'Rourke

Please check appropriate box:

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

Estimated Cost:	$1,650.00	Budgeted:	YES	X	NO	

If NO, please explain how item will be funded:

Executive Summary:

Robin Massey, owner of Fydoland, located at 1317 E. Main Street has applied for a Corridor Improvement Grant for landscape improvements. The applicant is proposing to install new landscape features along the front facade of their building and around their new sign. All new features will be visible from E. Main Street and enhance the corridor along a portion of the road that does not have abundant amounts of landscaping.

The Corridor Improvement Commission reviewed the design at their 10/3/2014 meeting and had minor comments about certain proposed plant species. These items were addressed by the applicant at the Commission 11/5/2014 meeting. The Commission recommended approval the grant for 1317 E. Main Street (Fydoland, Inc.) on 11/5/2014 with minor revisions to the plant species shown on the plan and cost estimate. The City's share of the total project cost will be a maximum of $1,650.00 for landscape materials.

Attachments: *(please list)*

Draft Corridor Improvement Agreement.
CIC Resolution 7-2014

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

Recommendation to approve a Corridor Improvement Grant for 1317 E. Main Street (Fydoland, Inc.).

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

City of St. Charles

CORRIDOR IMPROVEMENT AGREEMENT

1317 E. Main Street

Fydoland, Inc.

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 APPLICANT, to wit:

APPLICANT Name**: Robin Massey (Fydoland, Inc.)**

Address of Property to be Improved**: 1317 E. Main Street**

PIN Number(s): 09-26-302-002

Property Owner's Name: **Karen Comstock**

WITNESSETH:

WHEREAS, the CITY has established a **Corridor Improvement Program** to provide matching grants for landscaping and related improvements within the Randall Road, Main Street, Kirk Road, Lincoln Hwy, and Special Service Tax District SSA-1B corridors of the CITY; and

WHEREAS, Robin Massey, APPLICANT, desires to install landscaping and related improvements to the above-described property that are eligible for reimbursement under the Corridor Improvement Program; and

WHEREAS, said Corridor Improvement Program is administered by the CITY with the advice of the Corridor Improvement Commission and is funded from the general fund for the purposes of improving the aesthetics of the commercial corridors of the CITY and preventing blight and deterioration; and

WHEREAS, the above-described property for which the APPLICANT seeks a grant is located within the area eligible for participation in the Corridor Improvement Program.

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

<u>SECTION 1:</u> The APPLICANT understands and agrees that only the cost of eligible improvements located east of the right-of-way on parcels with the following PIN(s) **09-26-302-002** and landscape design fees associated with those improvements, shall be considered reimbursable as shown in Exhibit II. The CITY will reimburse the APPLICANT up to 75% of the cost for landscape design services and up to 50% of the cost of labor, materials and equipment necessary to install landscaping and related improvements in accordance with the approved plans, specifications and cost estimates attached hereto as Exhibit "I" (the "Improvements"), but in no event more than the maximum amounts as defined below:

Landscape designer's fee:	$0.00	City's Share @75% $0.00
Landscape improvements cost:	$3,300.00	City's Share @50% $1,650.00

Labor by the APPLICANT ("sweat equity") is not a reimbursable expense. All Improvements shall be installed in accordance with Exhibit I, subject to minor revisions as may be approved by a representative of the Corridor Improvement Commission due to availability of landscape plants, field conditions not known at the time of design, and similar circumstances beyond the APPLICANT's control.

<u>SECTION 2:</u> The Director of Community & Economic Development, or designee, shall inspect the Improvements installed pursuant to this Agreement. Such inspection shall not replace any required permit inspections by the CITY. All work that is not in conformance with the approved plans and specifications shall be remedied by the APPLICANT and deficient or improper work shall be replaced and made to comply with the approved plans and specifications and the terms of this Agreement.

<u>SECTION 3:</u> Upon completion of the Improvements and upon their final inspection and approval by the Director of Community & Economic Development, or designee, the APPLICANT shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the Improvements 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 APPLICANT 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 CITY shall, within thirty (30) days of receipt of the contractor's statement, proof of payment and lien waivers, the landscape architect's statement, and “before” and “after” pictures of the property, reimburse the APPLICANT for the 50% of the actual construction and materials cost or the maximum amount specified in this Agreement, whichever is less, and for 75% of the landscape designer’s fee or the maximum amount specified in this Agreement, whichever is less.

At its sole discretion, CITY may reimburse APPLICANT in two payments. The first reimbursement may be made only

1) upon completion of Improvements representing 40% or more of the maximum reimbursement specified in Section 1 hereof and,

2) upon receipt by CITY of the landscape designer’s invoices, contractor's statements, proof of payment and notarized final lien waivers for the completed Improvements and,

3) upon a determination by the Director of Community & Economic Development, or designee, that the remainder of the Improvements are 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 APPLICANT. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

SECTION 4: All Improvements must be completed within 270 days after the approval of this Agreement by the City Council, unless otherwise authorized by the CITY. Extensions may be approved by the Director of Community Development, prior to the expiration of the said 270 days. Projects which have not received an extension and have not been completed within 270 days will not receive funding.

SECTION 5: If the APPLICANT or his contractor fails to complete the Improvements provided for herein in conformity with the approved plans and specifications and the terms of this Agreement, then upon written notice being given by the Director of Community & Economic Development to the APPLICANT, 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 Improvements pursuant to this Agreement and for a period of five (5) years thereafter, the APPLICANT 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 APPLICANT 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 APPLICANT undertake any other changes, by contract or otherwise, to the Improvements provided for in this Agreement unless such changes are first approved by the Corridor Improvement Commission. 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.

If within the 5-year maintenance period plant materials are damaged by automobiles, wildlife, acts of nature, or stolen or any other cause, the APPLICANT shall install and pay for replacements.

OWNER agrees to provide regular maintenance of the property for a minimum of five years following completion of construction in a condition that is weed free, properly edged and mulched as specified in the original design, and maintained with the same type and quantity of plant material initially installed, unless a modification to the plan is approved by the Corridor Improvement Commission.

In the event of inadequate maintenance, the CITY shall give the owner reasonable notice of conditions to be corrected. In the event that substandard maintenance still exists after thirty (30) days, OWNER shall repay the CITY all grant funds received pursuant to this Agreement and pay all costs and fees, including attorney fees, of any legal action taken to enforce the maintenance of the Improvements.

SECTION 7: The APPLICANT 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 Corridor

Improvement(s) which are the subject of this Agreement, including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The APPLICANT 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 Corridor improvement(s).

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

SECTION 9: This Agreement shall be binding upon the CITY and upon the APPLICANT and its successors and assigns with respect to the property on which the Improvements are installed, for a period of five (5) years from and after the date of completion and approval of the Corridor improvement provided for herein. It shall be the responsibility of the APPLICANT to inform subsequent owners and lessees of the provisions of this Agreement.

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

APPLICANT	**PROPERTY OWNER** (if different from APPLICANT)
_____	_____

CITY OF ST. CHARLES: _____

Mayor

ATTEST: _____

City Clerk

Applicant contact information:

Phone: _____

Fax: _____

Email: _____

Property Owner's information, if different than applicant:

Phone: _____

Fax: _____

Email: _____

Exhibit I

The Corridor Improvement Grant Program will reimburse property owners for design consultant fees according to which of the three grant programs the property owner has applied for:

Corridor & Downtown Grants

Corridor Grants are chosen each year by the Corridor Improvement Commission and approved by the City Council. The grant recipient will pay for the first 25% of the design cost and the grant would pay up to a cap amount based upon linear footage of the property along the Corridor Roadway (Main, Kirk, Lincoln Highway, or Randall, SSA1B); as noted in the chart below:

Grant Funding for Design of Corridor Grants		
Linear Footage of Property on a Corridor Roadway (Main, Kirk, Randall, SSA1B)	**Owner Pays**	**Commission will Pay**
< 200 feet	First 25% of Total design Costs	Up to $2,000
201 – 500 feet	First 25% of Total design Cost	Up to $3,000
501 + feet	First 25% of Total design Cost	Up to $4,000

Four Season Grants

The Corridor Improvement Program does not pay for design services. These grants provide up to $1,000 for soil, labor, plant materials and mulch.

DRAFT - Pending Revisions

Exhibit II

Proposal

Name / Address:
F.y.d.o.land Robin Massey 1317 East Main Street St. Charles, IL 60174

Phone #:	Date:	Estimate #:	Rep:
847-650-6662	8/28/2014	7472	DSW

Qty:	Description of Materials and Services:
	Front Landscape
6	'Tor' Birchleaf Spirea 3 gal.
3	Annabelle Hydrangea 5gal
13	'Happy Returns' Daylily 1gal.
3	Green Velvet Boxwood 15"
3	Allium Summer Beauty 1gal.
1	Koreanspice Viburnum 24"
5	Prairie Dropseed 1gal.
2	Mission 'Techny' Arborvitae4'
5	Lg River Rock tn.
300	Medium Landscape Fabric w/pins s.f.
0.33	Provide and install all materials per contract
	Above subtotal = $1,830.00
	New Soil
3.5	Install Pulverized Topsoil c.y.
	Above subtotal = $210.00
	Boulder Wall For Sign
2.5	Granite Boulders 18"-24" tn.
0.33	Provide and install all materials per contract
3	Karl Foerster Feather Reed Grass 1gal.
10	Calamintha Nepeta 1gal.
10	Allium Summer Beauty 1gal.
	Above subtotal = $1,295.00

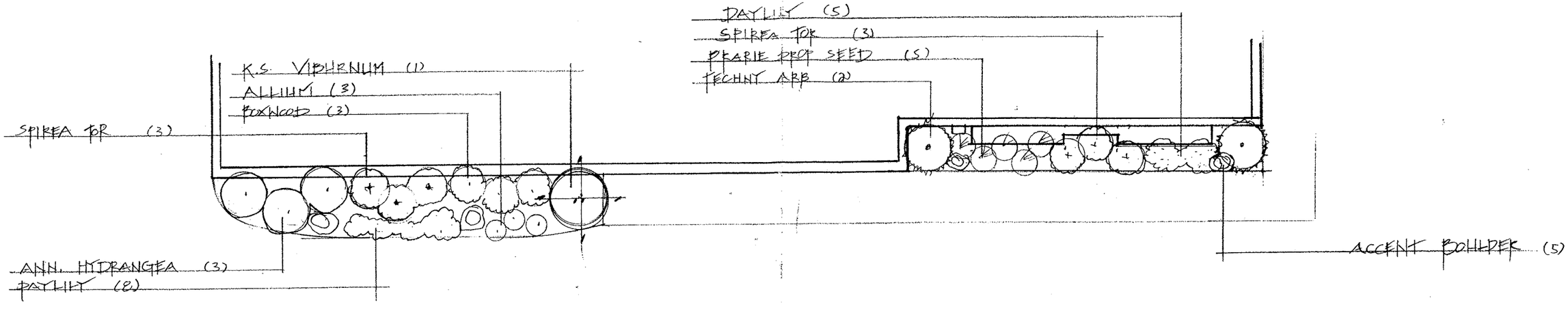
If you have any questions, please feel free to call. We look forward to working with you. Thank you

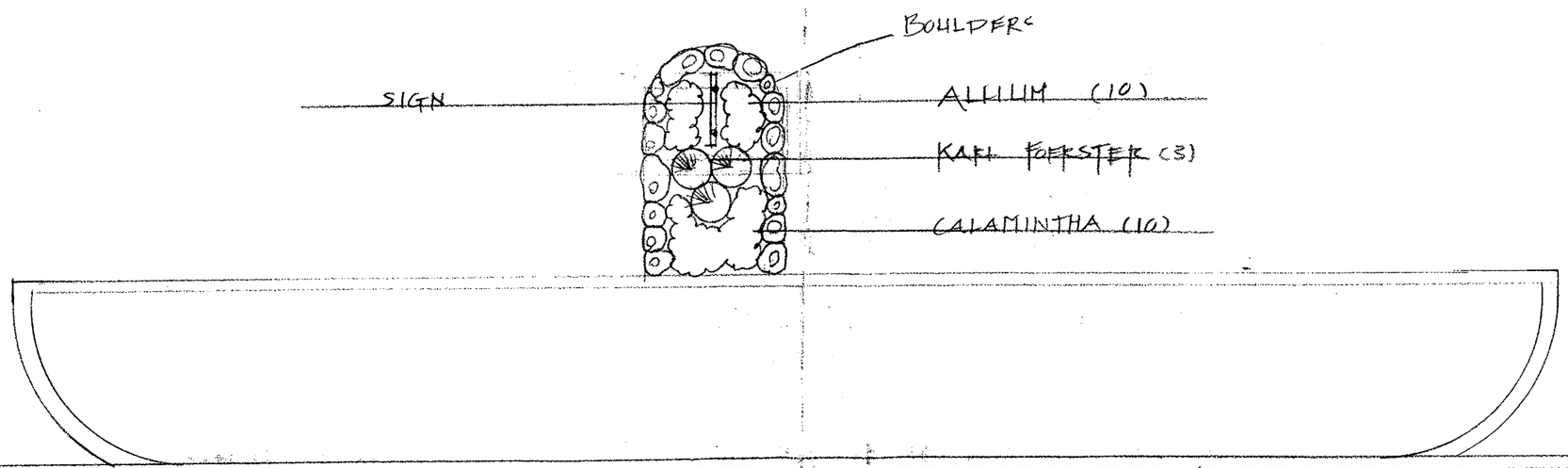
Total: $3,335.00

Contract is good for 30 days from above date. We appreciate the opportunity to work with you: Thank you!

Signature, Inc. 1056 N. LaFox St. South Elgin, IL 60177 Ph: 847-289-0590 Fax: 847-289-0597
Web: www.siglandscaping.com E-mail: siglandscaping@yahoo.com

DRAFT - Pending Revisions





SigNature inc.
Landscape Architecture & Contractors
(847) 289-0590
www.siglandscaping.com

PREPARED FOR			
ADDRESS:			
DESIGNED BY:	DATE	REV.	SCALE

Exhibit III
Agreement to Engage in Maintenance for Five Years

OWNER agrees to maintain the property in a condition substantially similar to the condition prevalent when final inspection is made by the City's Landscape Architect Consultant and approval is granted by the City's Community & Economic Development Director for a period of at least five (5) years. The property will remain weed free, properly edged and mulched, as specified in the original design, and maintained at a minimum with the same type and quantity of plan material initially installed unless a modification to the plan is brought to and agreed upon by the Commission.

In the event of substandard maintenance, the CITY shall give the owner reasonable notice of conditions to be corrected within thirty (30) days. In the event that substandard maintenance still exists, OWNER agrees to repay the CITY the monies initially allocated to the OWNER by the CITY and to pay all costs and fees, including attorney fees, of any legal action taken to enforce this maintenance agreement.

City of St. Charles, Illinois

Corridor Improvement Commission Resolution No. 7-2014

A Resolution Recommending Approval of
A Corridor Improvement Grant Application

1317 E. Main Street – (Fydoland, Inc.)

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

WHEREAS, the Corridor Improvement Commission has reviewed the following Corridor Improvement proposal for 1317 E. Main Street; and

WHEREAS, the Corridor Improvement Commission finds approval of said Corridor Improvement proposal to be in the best interest of the City of St. Charles and provided the applicant complies with the specific conditions listed in Exhibit "A" attached hereto:

NOW THEREFORE, be it resolved by the St. Charles Corridor Improvement Commission to recommend to the City Council approval of the Corridor Improvement application listed above with the conditions listed in Exhibit "A".

Roll Call Vote:
Ayes: English, Potts, Hauser, and Pietryla
Nays: None
Abstain: None
Absent: Schuetz, Kane, and

Motion Carried.

PASSED, this 5th day of November, 2014.

_____
Chairman

EXHIBIT A

REVIEW COMMENTS

1. Follow plan as presented. Any changes must be reviewed and approved by the Corridor Improvement Commission