# FAÇADE IMPROVEMENT GRANT PROGRAM DESCRIPTION

MAY 1, 2017

COMMUNITY & ECONOMIC DEVELOPMENT DEPT. /PLANNING DIVISION CITY OF ST. CHARLES

ST. CHARLES
SINCE 1834

**1. Program Purpose**

- The Facade Improvement Program is intended to promote reinvestment and restoration of commercial and residential buildings in the downtown area, with a focus on supporting historic preservation practices.
- The program is intended to assist property owners and commercial tenants to rehabilitate and restore the visible exterior of existing structures.
- 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. Application, Review and Approval Process:**

- **Determine if your property is eligible for either the Commercial or Residential Façade Improvement Grant.**

- **Determine if your project is eligible for grant reimbursement.**

- **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).

- **Contact the City to schedule a preliminary review of the project by the Historic Preservation Commission early in the design process to determine if the project scope and improvements will meet the program requirements.** The Historic Preservation Commission will consider the architectural appropriateness of proposed improvements using Design Guidelines and the Historic Preservation Ordinance (Chapter 17.32 of the Municipal Code). 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 grant projects, regardless of whether they are in the Historic District.

- **The grant Program Year runs from May 1 to April 30 of the following year. Grant applications are accepted beginning in March of each year for the Program Year beginning on May 1.** (Note: The budget for the Program Year will not be finalized until approved by the City Council each year. This typically occurs in early April.)

- **Submit a complete grant application. Attend the following meetings on the dates provided by City staff:**

  - The **Historic Preservation Commission** will review and make a recommendation regarding the grant. They meet on the 1st and 3rd Wednesdays of each month at 7:00pm.
  - The **Planning & Development Committee** of the City Council will review the Historic Commission recommendation at their meeting on the second Monday of the month at 7:00pm.

If recommended for approval, the City Council will then vote on the formal grant agreement at a subsequent meeting The grant agreement will follow the standard form, which is attached. Attendance at this meeting is not necessary unless requested.

**The earliest the grant agreement can be approved by the City Council is the third Monday of May.** Work initiated prior to City Council approval of the grant agreement is not eligible for reimbursement.

## 3. Commercial Façade Grant

- Eligible Properties:
  Commercial or Multi-Family Residential Buildings (two or more units) located within either:
  - Special Service Area #1B
  - Historic District or Landmark Site

  Properties in SSA #1B are given first priority at the beginning of the program year.

- Minimum Project Cost: $2,500

- Grant for Front or Side Facades (visible from street): Maximum grant amount is based upon the frontage of the façade to be renovated, at a maximum of $10,000 per 30 ft. horizontal length of façade. 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.

- Grant for Rear Entrance Improvements: Maximum grant amount of $10,000, available for buildings with an existing or proposed 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. The rear entrance to be improved must provide public access to a business or businesses within the building.

- Maximum Grant Limits:
  - Total grant amount during any five-year period is capped at $20,000.
  - For properties on the National Register of Historic Places or Locally Designated Landmarks, the total grant amount for any five-year period is capped at $30,000.

- Eligible Improvements:

  - 25% Reimbursement for Routine Maintenance:
    - ✓ Cleaning, patching, caulking of exterior surfaces.
    - ✓ Re-coating of paint on exterior surfaces (without extensive surface preparation)
    - ✓ Re-roofing visible roof surfaces with non-historic material (such as 3-tab or architectural grade asphalt shingles)
    - ✓ Spot masonry repairs or tuckpointing
    - ✓ Like-in-kind replacement of non-historic elements on a building

  - 50% Reimbursement for:

    ***For Historic structures, maintenance utilizing Historic Preservation practices:***
    - ✓ Repair or restoration of historic features
    - ✓ Replacement of deteriorated historic features with like materials or appropriate synthetic materials
    - ✓ Re-roof or repair of visible roof surfaces with non-standard materials (such as wood shake, slate, or other decorative non-standard materials)
    - ✓ Extensive restoration/repair of historic masonry material
    - ✓ Painting of exterior surfaces where the surface preparation includes removal of worn/failing paint and intensive surface preparation prior to painting

    ***Building improvements:***
    - ✓ Exterior building upgrades or enhancements that will improve the historic character of a building
    - ✓ Improvement, replacement or installation of storefront systems, doors, windows and trim materials.
    - ✓ Removal of architecturally inappropriate features on buildings (including removal of synthetic surface materials)
    - ✓ Exterior lighting that illuminates a façade

- <u>100% Reimbursement for Architectural Services (Up to $4,000)</u>
    - 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.

- <u>Ineligible Improvements:</u>
    - Signs and Awnings, unless in connection with other eligible improvements.
    - Any interior improvement or finishes
    - Any improvements to internal building systems, including HVAC, plumbing, electrical (except for wiring for exterior lighting)
    - Any site improvements, including sidewalks, parking lots and landscaping.

- 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 City Council.

**4. Residential Façade Grant:**

- Eligible Properties:
  Residential buildings located within a Historic District or Landmark site, rated in the Historic District Architectural Survey as:
  - "Contributing" or "Significant" structures
  - Non-Contributing structures that, upon completion of the improvements, will be re-classified by the Historic Preservation Commission as "Contributing" or "Significant"

- Minimum Project Cost: $1,000

- Maximum Grant Amount: $5,000 for:
  - Improvements that will be visible from the public right-of-way
  - Improvements to systems that include both the visible and non-visible elevations (such as improvements to siding or windows around entire building)

- Eligible Improvements:

  - 50% Reimbursement for projects falling into one or more of the following categories:

    - Repainting of historic exterior surface materials where the surface preparation includes removal of worn/failing paint and intensive surface preparation prior to painting.

    - Reconstruction of missing historic features. (*Example: Previously existing front porch*)

    - Repairing/stabilizing deteriorated historic features and reusing existing architectural elements. (*Example: Repair or partial reconstruction of a porch or replacement of window components*)

    - Removal of inappropriate features and restoration with original details and materials. (*Example: Removal of non-original aluminum/vinyl siding and restoration of the original siding, Removal of vinyl or aluminum windows and replacement with wood or aluminum clad wood windows.*)

    - Upgrade deteriorated materials with new appropriate materials. (*Example: Replacement of deteriorated wood windows with new wood windows*)

  - 100% Reimbursement for Architectural Services (Up to $2,000)
    - 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.

- Ineligible:
  - Routine maintenance
  - Any interior improvement or finishes
  - Any improvements to internal building systems, including HVAC, plumbing, electrical (except for wiring for exterior lighting)
  - Any site improvements, including sidewalks, parking lots and landscaping.
  - Freestanding new construction buildings
  - Building additions, unless in connection with improvements to the existing building.

- 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 City Council.

## 5. Terms and Conditions applicable to all grants:

- **Grant applications will be considered in the order they are received.** In the event that the total amount of the potential reimbursement grants exceeds the amount budgeted for the program year, the applications will be carried over for consideration during the following program year.

- **Not more than one grant shall be approved for a building in any program year, and a grant shall not be approved if a grant was made for the same portion of the building within the previous five years.** For the Residential Grant Program, within the 5 program years following approval of a grant, a grant for the same property will not be considered until September of each program year.

- **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.

- **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.

- **The following items are not considered "improvements" and therefore they are not eligible for reimbursement:**
  - Building Permit fees and related costs.
  - Extermination of insects, rodents, vermin and other pests.
  - Title reports and legal fees.
  - Acquisition of land or buildings.
  - Financing costs.
  - Sweat equity.
  - Working capital for businesses.

- **Work that has been initiated prior to the approval of the Facade Improvement Agreement by the City Council is NOT eligible for grant reimbursement.**

- **All improvements must be completed prior to the end of the program year on April 30.** If the work is not complete by the end of the program year, the City's remaining obligation to reimburse the owner or tenant for the project terminates. The City may, its sole discretion, grant a single one-year extension due to unforeseen circumstances that have prevented the completion of the project.

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

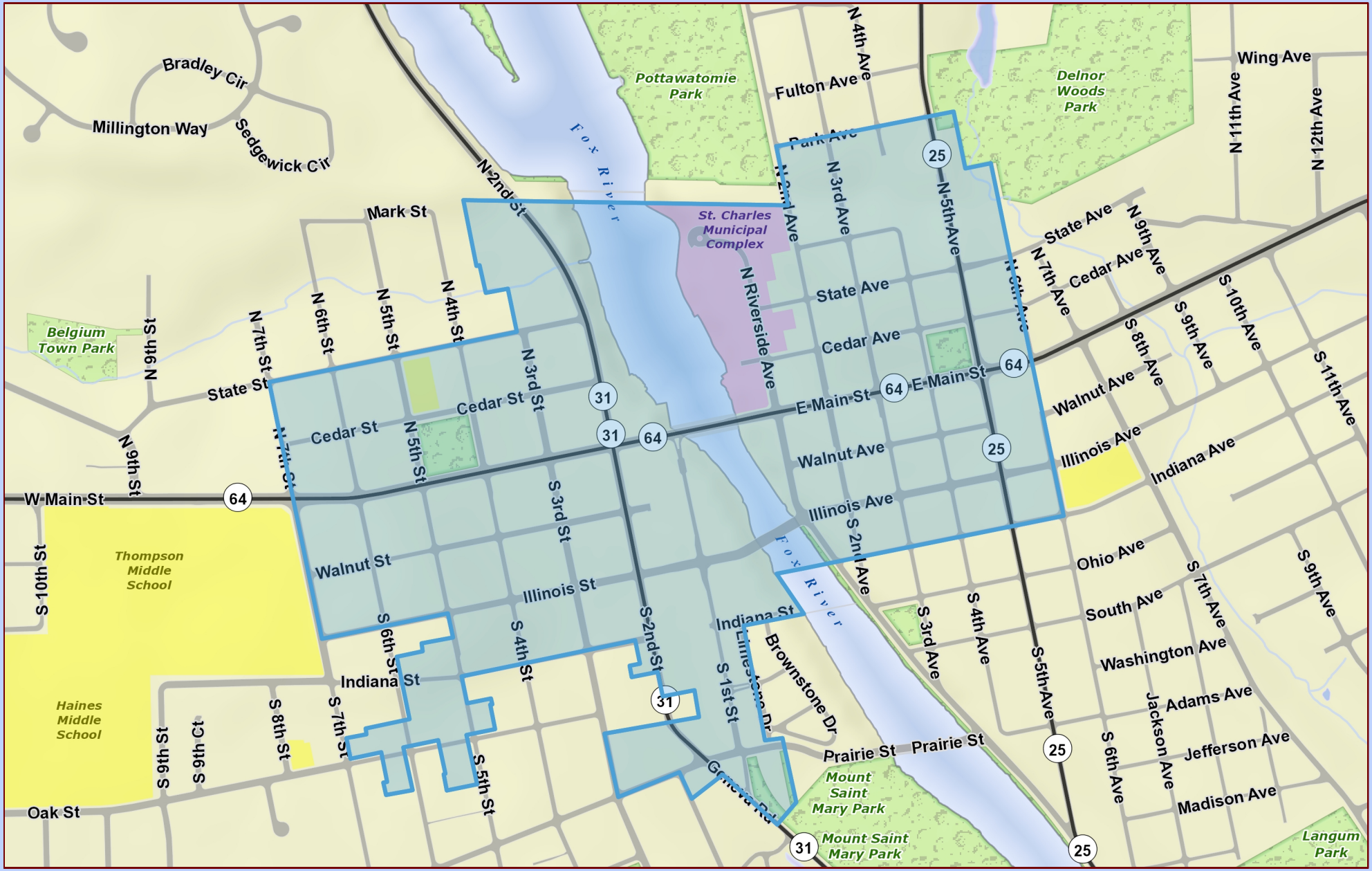
- **Any project changes must be approved by the City.** Major changes or elimination of improvements must be approved by the City Council. Minor revisions must be approved by the Historic Preservation Commission.

- **This is a reimbursement program -- you must pay your architect, contractors and suppliers before you receive payment from the City.**

City of St. Charles, Illinois
Two East Main Street St. Charles, IL 60174-1984
Phone: 630-377-4400 Fax: 630-377-4440 - www.stcharlesil.gov

# Facade Improvement Program Area

RAYMOND ROGINA *Mayor*
MARK KOENEN *City Administrator*




Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: April 21, 2017 12:22 PM

0 333 667 Feet

*This map shows the general boundaries of the program area. To confirm eligibility, contact the Planning Division at (630) 377-4443. Note- Historic Landmarks outside of the program area are also eligible for the program.*

This work was created for planning purposes only and is provided as is, without warranty of any kind, either expressed or implied. The information represented may contain proprietary and confidential property of the City of St. Charles, Illinois. Under United States Copyright protection laws you may not use, reproduce, or distribute any part of this document without prior written permission. To obtain written permission please contact the City of St. Charles at Two East Main Street, St. Charles, IL 60174
Powered by Precision GIS

# FAÇADE IMPROVEMENT GRANT APPLICATION

COMMUNITY & ECONOMIC DEVELOPMENT DEPT. /PLANNING DIVISION CITY OF ST. CHARLES

ST. CHARLES
SINCE 1834

*Received Date*

**Grant Type (select one):**

☐ Commercial ☐ Residential

**Property Information:**

Building or establishment for which the reimbursement grant is requested:

Address: _____

Property Identification Number: _____

Applicant Name: _____

**Project Description:**

_____

_____

_____

_____

_____

**Total Cost Estimate:** **$** _____

**Submittal Checklist:**

☐ **$50 Application Fee**

☐ **Detailed Scope of Work:** Must identify all improvements, construction methods, building materials to be used. Costs must be broken down and itemized by task. In general, this scope of work should be prepared by the contractor(s) who will be completing the project.

☐ **Documentation on Existing Conditions:** Reports or photographs to demonstrate need for improvements.

☐ **W-9 Form:** Filled out and signed by the grant applicant, with a Federal Tax ID Number (or a Social Security Number for an individual)

**Applicant Contact Information:**

Phone Number: _____

Email Address: _____

**Statement of Understanding:**

- ☐ I agree to comply with the guidelines and procedures of the Façade Improvement Grant Program. I have read and understand the "Terms and Conditions".
- ☐ 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.
- ☐ I understand that work done before a Façade Improvement Agreement is approved by the City Council is not eligible for a grant.
- ☐ 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: _____ Date: _____
Applicant

**Owner Authorization (if applicable):**

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

*This Agreement document is a standard form that will be prepared by the City at the time of grant approval and is included here for your information only. Do not fill out or submit with an application.*

**CITY OF ST. CHARLES**
**FACADE IMPROVEMENT AGREEMENT**

Program Year: May 1, 2017 to April 30, 2018

**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: _____

Tax ID# or Social Security # _____

For the following property:

Address of Property: _____

PIN Number: _____

**WITNESSETH:**

**WHEREAS,** the CITY has established a Facade Improvement Program adopted by City Ordinance No. 2017-M-7 ; and

**WHEREAS,** CITY has agreed to participate, subject to its sole discretion, in reimbursing Owners/Lessees for the cost of eligible exterior improvements to buildings through the Façade Improvement Program; and

**WHEREAS,** 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 Commercial Façade Grant improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of up to twenty five (25%) of the cost of Routine Maintenance Improvements, up to fifty percent (50%) of the cost of Historic Preservation Improvements and other Building Improvements, and up to one hundred percent (100%) of the cost of fees for Architectural Services pertaining to such improvements, provided that the total reimbursement for eligible improvements and architectural services shall not exceed the amount shown in Exhibit I, “Total Reimbursement Amounts”, attached hereto.

B. With respect to Residential Façade Grant improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of up to fifty percent (50%) of the cost of Historic Preservation Improvements, and up to one hundred percent (100%) of the cost of fees for Architectural Services pertaining to such improvements, provided that the total reimbursement for eligible improvements and architectural services shall not exceed the amount shown in Exhibit I, “Total Reimbursement Amounts”, attached hereto.

The actual total reimbursement amounts per this Agreement shall not exceed the amounts shown in Exhibit I. 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 II.

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 the Program Year, ending April 30.

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 building permit inspection. 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, subject to the limitations set forth in Exhibit “I”.

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 Exhibit I hereof ; 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, or if the improvements are not completed by the end of the Program Year on April 30, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void. The CITY may, at its sole discretion, grant a single one-year extension to the end of the following program year due to unforeseen circumstances that have prevented the completion of the project.

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. If requested by the CITY, OWNER/LESSEE agrees to execute and record a restrictive covenant regarding the maintenance of improvements completed per this agreement.

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"**

**Total Reimbursement Amounts**

**Commercial Façade Grants:**

| | Total Estimated Cost | Reimbursement Percentage | Total Maximum Grant Amount |
|---|---|---|---|
| **Routine Maintenance Improvements** | $ | 25% | $ |
| **Historic Preservation Improvements** | $ | 50% | $ |
| **Building Improvements** | $ | 50% | $ |
| **Architectural Services** | $ | 100% (not to exceed $4000) | $ |
| **TOTAL** | $ | - | $ |

**Residential Façade Grants:**

| | Total Estimated Cost | Reimbursement Percentage | Total Maximum Grant Amount |
|---|---|---|---|
| **Historic Preservation Improvements** | $ | 50% | $ |
| **Architectural Services** | $ | 100% (not to exceed $2000) | $ |
| **TOTAL** | $ | - | $ |

**EXHIBIT "II"**

**Plans, Design drawings, Specifications and Estimates**

Attachments: