



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 3a

Title:	Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 7 S. 2 nd Ave.
Presenter:	Ellen Johnson

Meeting: Planning & Development Committee

Date: September 11, 2017

Proposed Cost: \$12,333.33

Budgeted Amount: \$40,000

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

Hossein Jamali, owner of 7 S. 2nd Ave., has requested a Façade Improvement Grant to assist in funding the following scope of work:

- Steel lintel replacement on the east elevation.
- Tuck pointing of brick on the north, east, and south elevations.
- Stripping, repairing, and painting all wood windows and doors.

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 for buildings located in Special Service Area 1B (Downtown Revitalization) or in a Historic District or designated Historic Landmark site. 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 involving new improvements or maintenance using historic preservation practices, and up to 25% for maintenance work. Up to \$10,000 is available 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 17-18 is \$40,000.

The Historic Preservation Commission reviewed the grant and recommended approval on 8/16/17.

The cost of the eligible improvements is estimated at \$37,750 and the grant would cover up to \$12,333.33, based on the width of the front building façade.

Attachments *(please list):*

Location Map, Historic Commission Resolution, Façade Improvement Grant Application, Grant Agreement

Recommendation/Suggested Action *(briefly explain):*

Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 7 S. 2nd Ave.



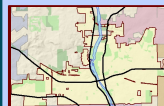
City of St. Charles, Illinois

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

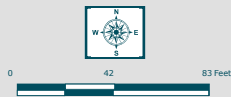
7 S 2nd Ave.

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: September 7, 2017 10:15 AM



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 Prepared by Precision GIS

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 6-2017

**A Resolution Recommending Approval of
A Façade Improvement Grant Application
(7 S. 2nd Ave.)**

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

WHEREAS, the Historic Preservation Commission has reviewed the Façade Improvement Grant Application for 7 S. 2nd Ave. 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 Façade Improvement Grant 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 Façade Improvement Application for 7 S. 2nd Ave.

Roll Call Vote:

Ayes: Norris, Smunt, Pretz, Kessler, Krahenbuhl

Nays: None

Abstain: None

Absent: Malay, Gibson

Motion Carried.

PASSED, this 16th day of August, 2017.

Chairman

FAÇADE IMPROVEMENT GRANT APPLICATION

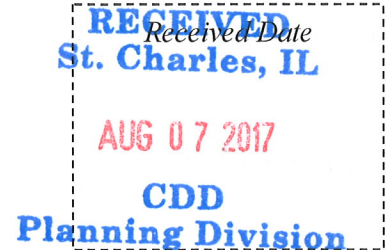


COMMUNITY & ECONOMIC DEVELOPMENT DEPT. /PLANNING DIVISION

CITY OF ST. CHARLES

Grant Type (select one):

- Commercial Residential



Property Information:

Building or establishment for which the reimbursement grant is requested:

Address: 75 2nd Ave
Property Identification Number: 09-27-389-007
Applicant Name: Hossein Jamali

Project Description:

Tuck pointing entire building,
Repair, strip and paint all exterior wood.

Total Cost Estimate: \$ 37,750

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: 630-921-8222

Email Address: h.jamali@mesonsabika.com

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: 8-22-17
Applicant

Owner Authorization (if applicable):

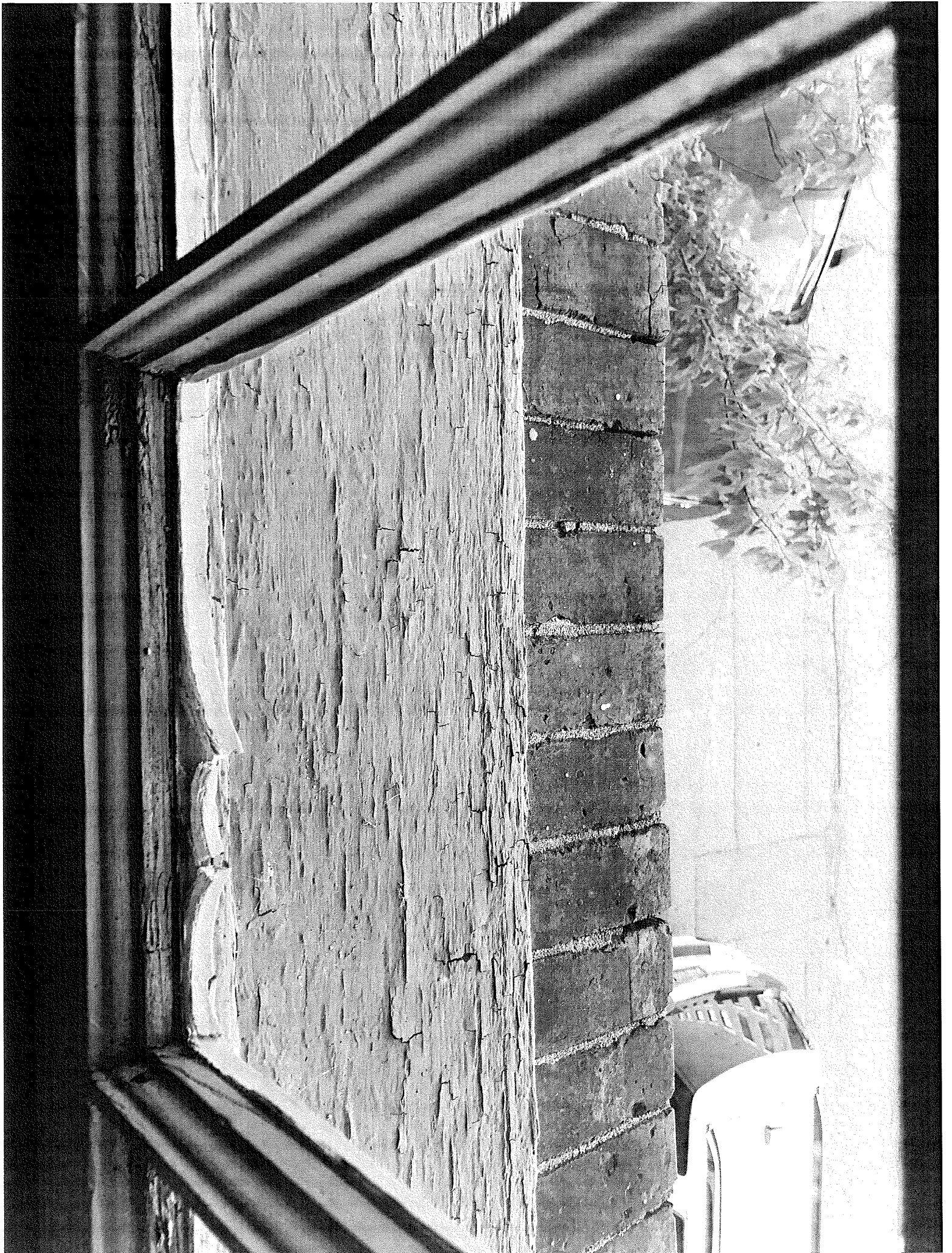
If the applicant is other than the owner, you must have the owner complete the following certificate:

I certify that I am the owner of the property at 75 2nd Ave, 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

7 S. 2nd Ave.









Soumar Masonry Restoration, Inc.

"Serving Chicago, its suburbs and the mid-western states for 60 Years"

1033 S. Rt. 83 (Frontage Rd.)
Elmhurst, Ill 60126-4966
www.Soumar.com

Masonryres@aol.com

1-800-737-8672
630-834-3400
Fax 630-834-3401

ATT: Mr. Hossein

CONTRACT

August 3, 2017
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Address and areas where work will be performed: 7 S. 2nd Ave St. Charles IL

Scope of work:

- East elevation front of the building for replacing three deteriorated steel lintels over second floor windows with new steel, flashing, drip edge as required. The exterior front plate only will be cut out and replaced with new steel.
- An inspection opening will be made first over the existing steel lintels to determine condition of the existing steel lintels. A more detailed scope of work will then be determined based on inspection and owner will be notified of any unforeseen conditions.

Total Price: \$ 12,900.00

- South east top corner for rebuilding as needed. About 2 - 4 sq feet will be done.
- South elevation common brick wall for grind out and tuck point weathered out brick mortar joints as needed. About 550 - 600 sq feet will be done. Replace severely deteriorated bricks with common brick. About 40 - 60 brick will be replaced.
- North elevation for spot tuck pointing weathered out brick mortar joints as needed about 50 sq feet will be done.

Total Price: \$ 10,350.00

11 S. 2nd Ave

- North elevation 10 foot window for replacing exterior portion of the deteriorated steel lintel with new steel shelf angle, flashing, weeps, stainless drip edge.

Total Price: \$ 2,500.00

- East elevation over entrance for installing glass block panel window.

Total Price: \$ 2,700.00

Note: All building, scaffolding and street permits if needed and the cost of expeditor to secure permits is an added cost to this contract. Any special architectural drawings or engineering costs if needed is by others. Estimated costs will be shown to the owner for their approval before starting project.

Work Specifications:

1. Remove by saw cutting out existing mortar in joints to a depth of at least 5/8 inch. A 90% vacuum controlled dust collection system grinder is used. Remove additional mortar to a greater depth if it is found to be unsound or deteriorated. Care is taken to leave clean edges and not damage brick. Wash out all dust and loose material. Other hand tools will be used to scrape out mortar joints as needed.
2. All specified areas are tuck pointed. Tuck pointing is installed in layers until joint is filled. Joints to be tooled to a flush or slightly concave joint depending on original or desired finish. Samples of colors and workmanship are placed on the building before the job is started if required by owner. A type N mortar is used. No admixtures except coloring are used. All ASTM C270 proportional by volume specifications are followed. Any lab testing of existing or mixed mortar or existing or new brick is by others. After pointing is completed all areas are washed with non-acidic masonry detergent and water. Any brick staining if needed to blend color to match existing masonry is by others.
3. Shore up, support and protect the masonry surrounding the removal area. Carefully remove with hand tools at locations indicated all the required masonry. Cut out full units from joint to joint and in a manner to permit replacement with full size units. Salvage masonry if possible. Tooth out all corners and beam pockets as needed. Cut out the existing steel exterior shelf angle and flange assembly.
4. A new steel shelf angel lintel or a lintel beam assembly if required is installed for the exterior wythe of masonry in the specified areas. Steel is primed and coated with a Sherwin Williams rust prohibitive coating primer and a finished coat suitable for steel. Lintel is composed of shelf angles or a steel I beam or channel welded to a flat steel plate. The thickness, type of steel shape and size of the steel will depend on the opening size and the bearing weight above the lintel. Bearing to be at least 8 inches on each side.
5. A Perm-A-Barrier flashing, which is self-sealing, is installed from the exterior face of the masonry on the steel lintel into the interior wythe of masonry and turned up vertically and sealed to the masonry with fasteners, a termination bar and urethane caulk sealant. The ends are dammed and a bituthene mastic is used as needed at all seams, edges or penetrations. Interior cavity is kept as clean as possible and a mortar net is installed. Weep holes are spaced at 24" apart and kept open with either weep vents, tubes or mesh. Color is compatible with masonry surface. A stainless steel drip edge is installed if required.
6. There is a two-year guarantee on all of our work performed from the day of completion. Price includes labor, material and insurance. We will make every reasonable effort to match materials, but cannot guarantee a perfect match. All debris from our work is removed and hauled away by our company. All work at merit shop (nonunion) wages.

P.S. Construction

Phone 630-202-5074

Fax 630-969-2441

Downers Grove IL., 60515

Invoice To: Hossein Jamali

Billing Date: 8/1/17
Previous Balance:

DATE	DETAILS	HOURS/QUANTITY	TOTAL
	Exterior painting of all windows and doors at 7S 2nd ave. Includes stripping and prep as needed, also any rot repair as needed. Followed by primer and 2 coats of paint.	Labor & Materials	\$14,500.00
TOTALS: PLEASE PAY THIS AMOUNT:			\$14,500.00 \$14,500.00

**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: Hossein Jamali

Tax ID# or Social Security #

For the following property:

Address of Property: 7 S. 2nd Ave.

PIN Number: 09-27-389-007

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	\$ 37,750.00	50%	\$ 12,333.33
Building Improvements	\$	50%	\$
Architectural Services	\$	100% (not to exceed \$4000)	\$
TOTAL	\$ 37,750.00	-	\$ 12,333.33

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:

Quote from P.S. Construction, dated 8/1/17

Quote from Soumar Masonry Restoration, Inc., dated 8/3/17