	AGEND	A ITEM EXECUTIVE SU	MMARY	Agenda Item number: 3c-2	
ST. CHARLES	Title:Recommendation to Approve a Commercial Corridor and Downto Business Economic Incentive Award for 122 W. Main Street (Dea Courser – Stanbridge Master Saddler)				
SINCE 1834	Presenter:	Matthew O'Rourke			
Meeting: Planning & Development Committee Date: January 9, 2017				y 9, 2017	
Proposed Cost: \$25,000 (Interior)		,		l Not Budgeted: □	
\$12,482 (Façade)		e) Funds left in FY 16/1	7)		

### **Interior Build-Out Improvements**

Dean Courser, owner of the building located at 122 W. Main Street, has applied for a Tier 2 Commercial Corridor and Downtown Business Economic Incentive Program Award that exceeds the \$10,000 Tier 1 limit. Dean Courser will be installing necessary upgrades to the western portion of the former Vertical Drop space to facilitate the occupancy of the new Stanbridge Master Saddler tenant. While there are a number of modifications required for this tenant, the proposed award will assist with the following modifications:

- To accommodate this tenant, the HVAC system is in need of modernization to service the western portion of the former Vertical Drop space. Cost: \$28,250
- This Stanbridge portion of the building will need to have new electricity and new permanent ceiling lighting fixtures, lighting required by the fire code. Cost: \$38,270
- Drywall and suspended ceiling to finish the conversation of the former Vertical Drop space, into two separate tenant units Cost \$24,970

Staff reviewed the grant eligible improvements and recommends approval of the award. The total cost of the improvements is \$88,490 and the City's share will be the program maximum of \$25,000.

### Eligible Façade Improvements (Pending Committee Comments)

The applicant is also considering façade enhancements that are typically part of the Façade Improvement Program. However, that program has already allocated all available funding to other projects for Fiscal Year 2016/17. Therefore, they have included them under the following eligible improvements criteria of the Commercial Corridor and Downtown Business Economic Incentive Program as follows:

• Façade improvements (*only if the Façade Improvement Program has committed all budgeted funding for the current fiscal year*).

The total estimated cost of these eligible façade improvements is \$27,900 (half of this amount is \$13,950). The interior build-out improvements will reach the current \$25,000 maximum amount. However, pending the proposed amendments to the Commercial Corridor and Downtown Business Economic Incentive Program (separate agenda item), these items would be eligible for an increase in the total funding amount for facade improvements only. There is \$12,482 of additional funding available to allocate to these modifications in the FY 2016/2017 budget, if the Committee recommends in favor of the proposed changes.

#### Attachments (please list):

DRAFT Commercial Corridor and Downtown Business Economic Incentive Program Agreement for 122 W. Main Street (Dean Courser and Stanbridge Master Saddlers).

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

Recommendation to a Approve a Commercial Corridor and Downtown Business Economic Incentive Program Agreement for 122 W. Main Street (Dean Courser and Stanbridge Master Saddlers).

#### City of St. Charles

#### **Commercial Corridor and Downtown Business Economic Incentive Award Agreement**

122 W. Main Street

DPC Properties, LLC. (Dean Courser) & Sarah Schmidgall (Stanbridge Master Saddlers)

**THIS AGREEMENT**, entered into this 16th day of January 2017, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated APPLICANT, to wit:

### APPLICANT Name: Dean Courser & Sarah Schmidgall

Address of Property to be Improved: 122 W. Main Street

PIN Number(s): 09-27-376-002

Property Owner's Name: DPC Properties, LLC.

#### WITNESSETH:

WHEREAS, the CITY has established a Commercial Corridor and Downtown Business Economic Incentive Award Program to provide matching grants for permanent Building Improvements within the Commercial Corridor and Downtown Business Economic Incentive Program Boundary Area of the CITY as described in Exhibit I; and

WHEREAS, DPC Properties, LLC., & Sarah Schmidgall APPLICANT(S), desires to install related Building Improvements to the above-described property that are eligible for reimbursement under the Commercial Corridor and Downtown Business Economic Incentive Award; and

WHEREAS, said Commercial Corridor and Downtown Business Economic Incentive Program is administered by the CITY and is funded from the general fund for the purposes of improving the commercial building stock along the major commercial corridor and downtown area 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 Commercial Corridor and Downtown

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Business Economic Incentive Award Program.

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

**SECTION 1:** The APPLICANT understands and agrees that only the cost of eligible Building Improvements located on the parcels with the following PIN(s) 09-27-376-002, shall be considered reimbursable as described in Exhibit II. The CITY will reimburse the APPLICANT up to 50% of the cost of labor, materials and equipment necessary to install Building Improvements in accordance with the approved plans, specifications and cost estimates attached hereto as Exhibit "II" (the " Eligible Building Improvements Cost Estimate"), but in no event more than the maximum amounts as defined below:

Building Improvements cost: \$88,490.00City's Share @ 50% up to a maximum of \$25,000.00Exterior Façade Improvements cost: \$40,250City's Share @ 50% up to a maximum of \$12,482.00Total Grant Amount (City's Share): \$37,482

Labor by the APPLICANT ("sweat equity") is not a reimbursable expense. All Building Improvements shall be installed in accordance with approved building permit plans, subject to minor revisions as may be approved by a representative of the CITY due to field conditions not known at the time of design, and similar circumstances beyond the APPLICANT's control.

SECTION 2: The Director of Community & Economic Development, or designee, shall inspect the Building Improvements installed pursuant to this Agreement and shall include 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.

SECTION 3: Upon completion of the Building 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

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showing the full cost of the Building 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, 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.

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

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

2) Upon receipt by CITY of the all invoices, contractor's statements, proof of payment and notarized final lien waivers for the completed Building Improvements and,

3) Upon a determination by the Director of Community & Economic Development, or designee, that the remainder of the Building 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 Building Improvements must be completed within 270 days after the approval of this Agreement. Extensions may be approved by the Director of Community & Economic 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 Building 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 Building Improvements pursuant to this Agreement and for a period of five (5) years thereafter, the APPLICANT shall be responsible for properly maintaining such Building 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 Building Improvements, or the approved design thereof, nor shall APPLICANT undertake any other changes, by contract or otherwise, to the Building Improvements provided for in this Agreement unless such changes are first approved by the Director of Community & Economic Development, Designee, or City Council, whichever the case may be. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the Building Improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement.

In the event that any of the Building Improvements are removed during the term of this agreement the APPLICANT and/or the Owner shall repay the CITY all grant funds received pursuant to this Agreement and shall pay any costs and fees including reasonable attorney's fees incurred by the CITY to collect said grant funds. The amount of repayment required to be paid by the APPLICANT and the OWNER shall be reduced by 20% for every full year that this Agreement has been in effect at the time of the required repayment.

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

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 Building 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

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out of, resulting from or in any way connected with directly or indirectly with the Commercial Corridor and Downtown Business Economic Incentive Award(s) which are the subject of this Agreement. 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 this section shall survive the completion of said building 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 Building 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 Building Improvements are installed, for a period of five (5) years from and after the date of completion and approval of the building 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 or Director of Community & Economic Development

ATTEST: \_\_\_\_\_

City Clerk

Applicant contact information:

Phone:	
Fax:	
Email:	

Property Owner's information, if different than applicant:

Phone: \_\_\_\_\_\_

Fax:

Email: \_\_\_\_\_

# Exhibit I

Map of the Downtown Economic Incentive Program Eligible Properties Boundary

## Johnston & Sons Plastering & Drywall

40W480 Main St. Batavia IL 60510 630-469-4848 Voice 630-761-9868 Fax

1 ,

# Quotation

Quote # 11/11/2016 5570

Quoted To	Job Address		
AAA Remodeling Service 4500 River Drive Lisle IL 60532	112 W Main St St.Charles		

Terms	Good Through
Net 30	12/11/2016

Description	Т	otal
Laminate over paneling and new framing with 5/8" ULX drywall as per direction and site walk 11-9-16. No work in mechanical, storage, fitting rooms or office.		8,600.00
Option to finish to door and window casing either flat taped or tearaway bead (finish carpenters preference)		595.00
Install completely new suspended ceiling using 15/16" grid and 2x4 fissured flat lay in tile, Armstrong, Cortega or equal. (no demo included)		14,900.00
Option to mesh grooves and skim wood panel wainscot at 2 bathrooms, wood must be sealed and primed by others prior to start of work and toilets must be cleaned.		875.00
	Total	\$24,970.00

# Proposal

# Klinkey Heating & Sheet Metal, Inc.

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### P.O. Box 1013 608 S. First Street St. Charles IL 60174 (630)584-2591 Phone (630)584-2592 Fax

Proposal Submitted To	Date:	9/15/2016	
DPC Properties P.O. Box #183	Phone:	630/444-1447	
St. Charles IL 60174	Cust. Alt. Phone:		
	Job Location:	1st Floor, West Si	de
We hereby submit specifictions and estimates for	ו	Qty	Total
First Floor West Side			
We will furnish and install (2) new split system heating 100,000 BTU furnace and (3) 5-ton cooling systems. floor location in the old UPS and Child playrooms and ceiling. The condensers will be mounted on the North Includes gas piping to new furnaces from boiler room Installed	The new system will be relocated I connect to existing ductwork in t	d to	28,250.00
NOT INCLUDED: Removal of old boilers and piping Line voltage electric Framing of structural penetrations Temporary removal of ceiling under existing unit			
CENTER: ** Heil Furnace Model #: N9MSE1002120A2 Serial #: A163060627 ** ICP 5-ton Coil Model #GE36660C210B2505AP Serial #7116C45123 ** Condenser Model #N4A360GHC300 Serial #E163606328			
WEST - RIGHT ** Heil Furnace Model #G9MXE0802120A			
We Propose hereby to furnish material and labor - complete in a Payment to be made as follows: Net 30	ccordance with the above specifications,	for the sum of: As .	Above
All material is guarenteed to be as specified. All work to be completed manner according to standard practices. Any alterations or deviation fi specifications involving extra costs will be executed only upon written become an extra charge over and above the estimate. All agreements or accidents or delays beyond our control. Owner to carry fire, tornado ar insurance. Our workers are fully covered by Workman's Compensation	om above Authorized orders, and will Signature ontingent upon strikes. Id other necessary	Note: This proposal may be wit if not accepted within 3(	
Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are You are authorized to do the work as specified. Payment will be made	hereby accepted. Signature as outlined above.	,	
Date of Acceptance	Signature		

Page 1



Client Name / Address

Stanbridge Master Saddlers

# Vons Electric, Inc.

2701 Dukane Drive St Charles, Illinois 60174 Ph.630.377.VONS(8667)



# Proposal

Date Estimate # 3950 11/15/2016

## Pricing valid for 30 days from the date of this proposal

122 W Main Street			
St.Charles IL 60174	Project Number		
		16-125	52E
Description of Work	Qt	y Cost	Total
Install 10-new 6" LED cans in drop ceiling 86- 2x4 LED Layin fixtures on existing switches ( add separate support to cei Change 20 recessed light trims to LED Emergency lights per code for the area consisting of 6-emergency lights 4-combo / exit lights 2-remote head 3-fire strobe drops (wire by others)	ling)	21,5 1,0	000.00 2,000.00   000.00 21,500.00   000.00 1,000.00   000.00 2,300.00
Install customer supplied track lights (per drawing dated 11/08/16) Redo existing doorbell to code Add 8-fixture openings for customer supplied barn lights (exterior) surface mounting conduit replace photo eye sensor		4	100.00 400.00   120.00 420.00   700.00 2,700.00
Add 4-ocupancy sensors to the bathrooms and storage rooms per St.Charles code 2-exterior soffit outlets on with the track light power Install 11-new duplex receptacles, 1-GFI and 6-quad receptacles Demo old can light, track and old wiring Note: A 50% deposit and signed proposal required to schedule, balance due upon completion of work		3 3,1	300.00 300.00   300.00 300.00   50.00 3,150.00   200.00 1,200.00
Excludes: Patching or painting, permit fees, any code upgrades that are not E 11/08/16 Lights are by owner (except LED can trims)	1.0 & E2.0		
Thank you for the opportunity to do business!		Total	\$35,270.00

I, the undersigned, hereby authorize the Work described on this Proposal. I have read and agree to this Proposal, including the attached terms and conditions. I recognize that there may be other service providers who may be able to perform this work and understand that I have the option of seeking other bids before authorizing this work. I represent that I am either the owner or owner's agent, and have authorize the Work, and agree to pay for all services, including goods and services, received. I further, agree to pay Vons Electric, Inc. all costs and expenses, including but not limited to collection expenses, court costs and reasonable attorney's fees incurred by Vons Electric, Inc. in seeking to enforce any of the liabilities or obligations of the undersigned under this Agreement. Estimated Start/End Date: TBD upon acceptance of this proposal

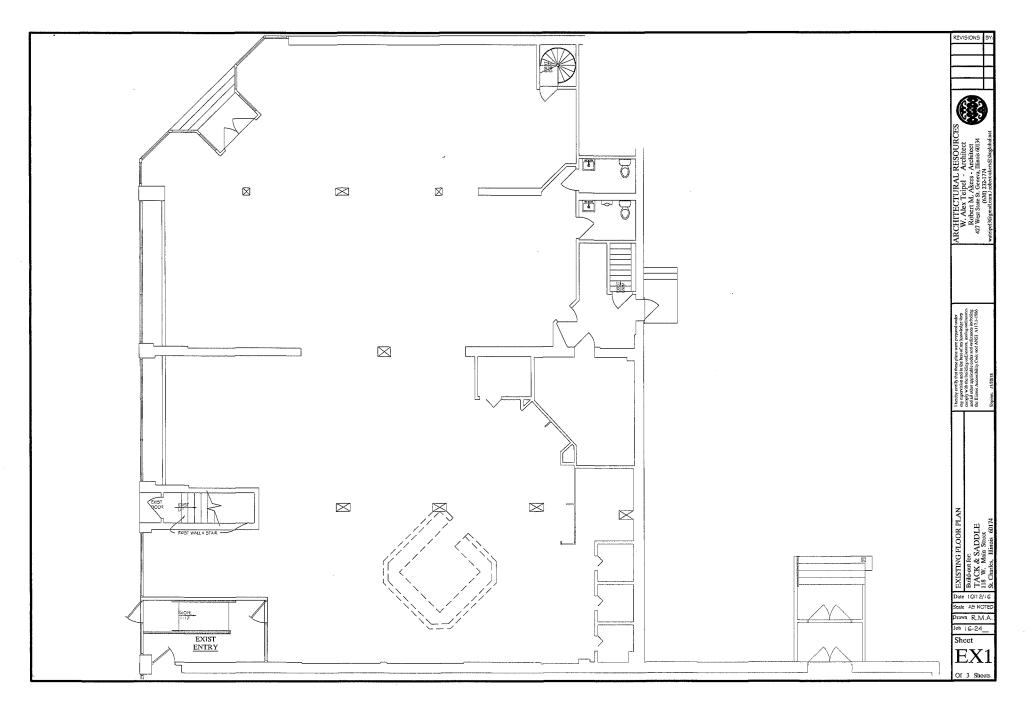
Client Signature:

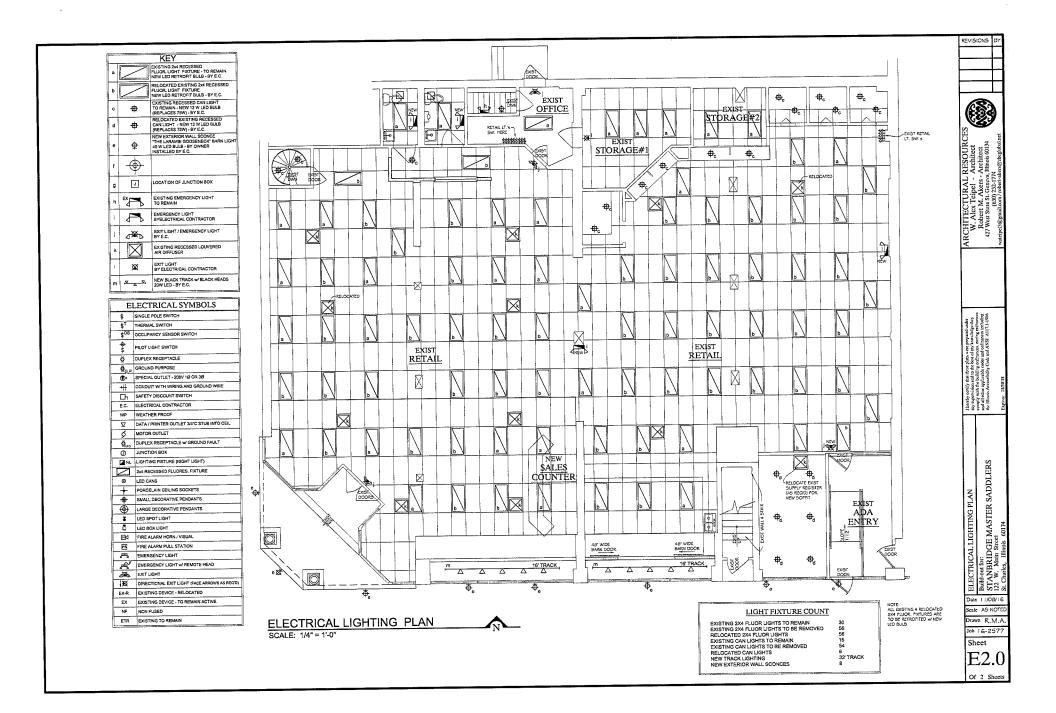


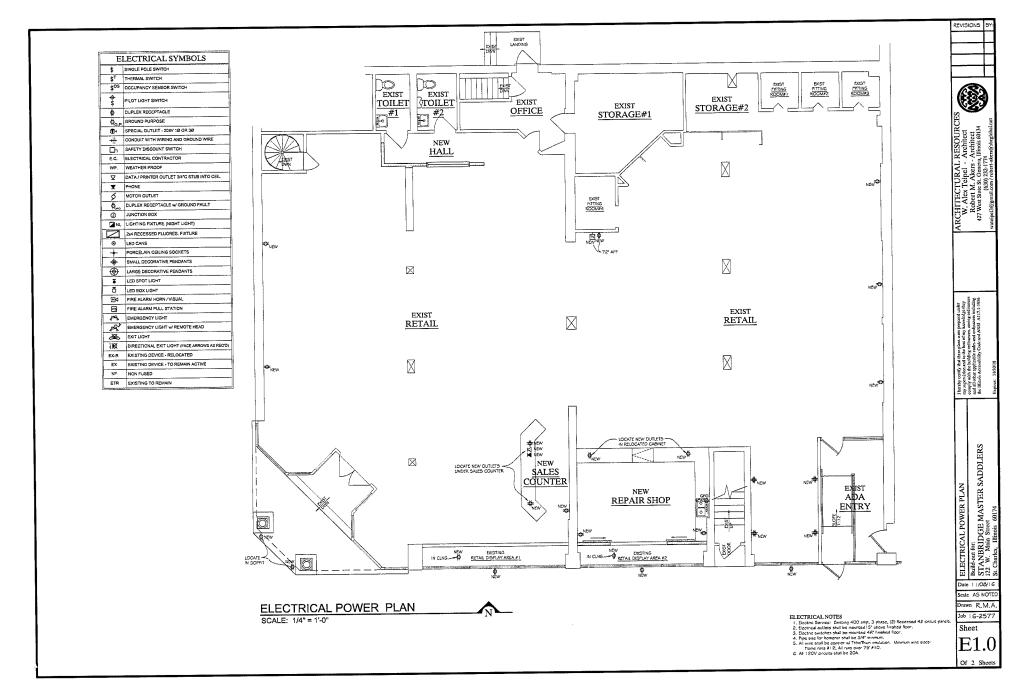
WWW.VONSELECTRIC.COM LICENSED, INSURED & BONDED Date of Acceptance:

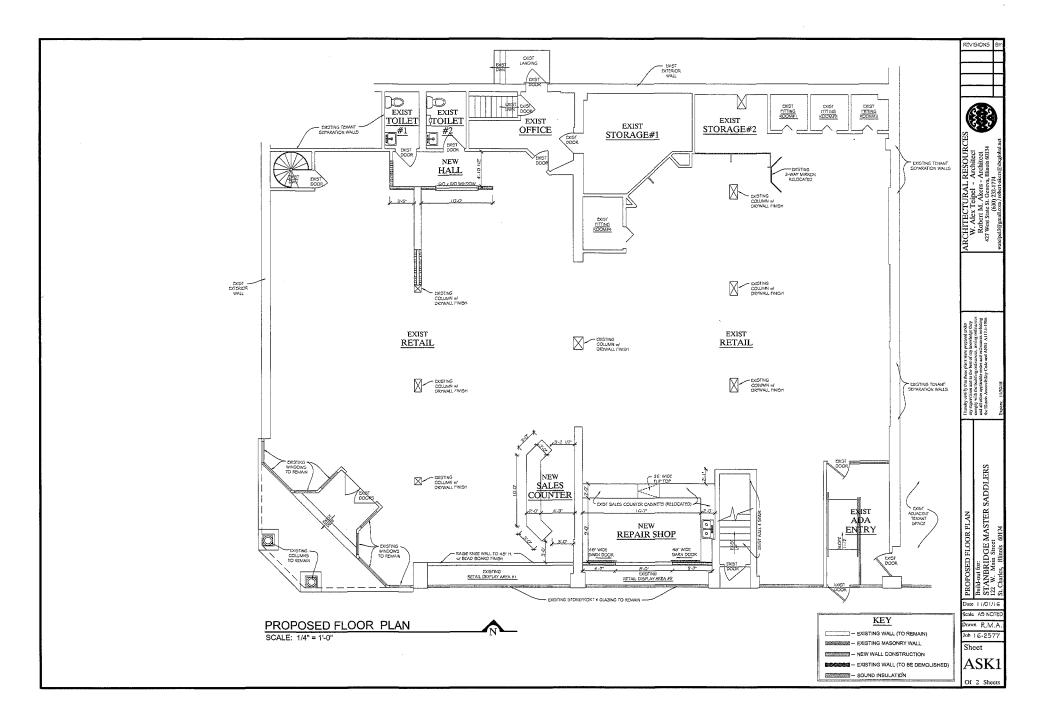


Certified Installer









# Exhibit II

Eligible Interior Building Improvements Cost Estimate



December 19, 2016

Mr. Matthew O'Rourke 2 East Main Street Saint Charles, Illinois 60174

Mr. O'Rourke,

Thank you for taking the time to meet with Randy Jostes and me regarding our proposed renovations at 116 West Main Street. As we discussed, we are hoping the City will help us in improving the building façade and would like to begin work as soon as possible. We are planning to open mid-January, and it would be ideal to have the exterior complete by then.

As requested, please see our exterior construction renovation budget below:

Existing Sign Removal	<b>\$1,500</b> * Not Eligible for award funding
Exterior Demolition	\$2,400
New Carpentry & Trim Work	\$9,400
New Storefront Glass	\$8,750
Board up of Storefront (after demo)	\$1,200 * Not Eligible for award funding
Exterior Painting	\$3,450
Exterior Electrical & Lighting	\$3,900
New Signage	<b>\$2,300</b> * Not included for award funding
Architect Design and CM Fees	<b>\$7,350</b> * Not Eligible for award funding
Total Cost of Exterior Renovation	\$40,250
Total cost of eligible renovations	\$27,900

Please feel free to contact me with any questions. My partners at Stanbridge and I look forward to being a part of downtown Saint Charles for many years to come.

Sincerely,

Sarah Schmidgall Stanbridge Master Saddlers 815-557-7760 sarah@stanbridgesaddlers.com

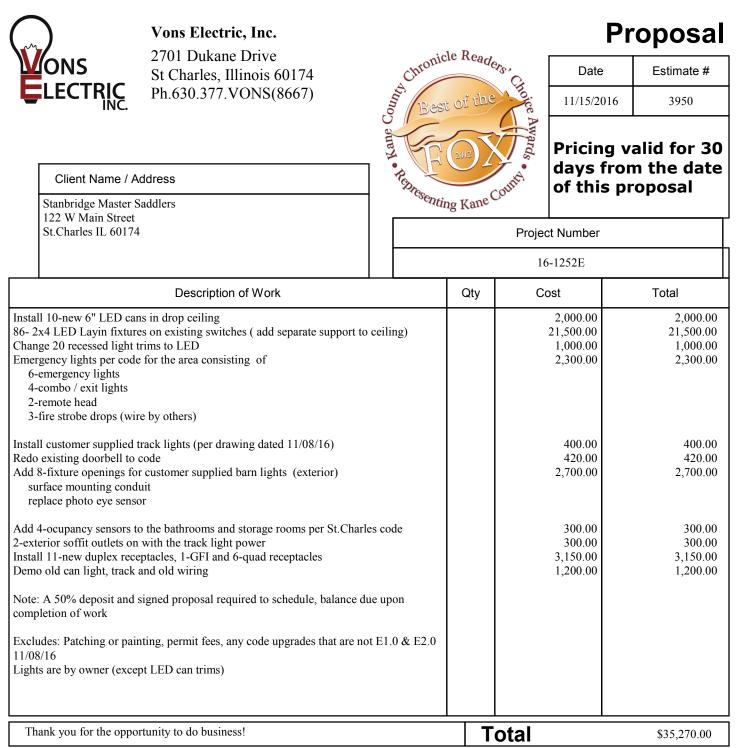
# ESTIMATE

Aaa Remodeling Service Lisle Il		Randy Jostes
Phone: (630) 392-3626		(630) 453-9085
Email: aaaremodelingservice@yahoo.com	Estimate # Date	000005 11/23/2016
Description		Total
Demolition and clean up		\$2,400.00
Removal of all plywood as discussed And rotten trim Removal and disposal of granite to supplied dumpster		
Exterior wrap		\$6,400.00
New hardie panels installed And trim details as discussed cedar or hardie trim, no prep o Supply and build scaffolding	or paint work	
Materials budget		\$4,500.00
We could save as much as 1500 if we use cedar as opposed accurate count and still want to confirm final details w owne		nd

Subtotal	\$13,300.00
Total	\$13,300.00

Shane Zimmer

Randy Jostes



I, the undersigned, hereby authorize the Work described on this Proposal. I have read and agree to this Proposal, including the attached terms and conditions. I recognize that there may be other service providers who may be able to perform this work and understand that I have the option of seeking other bids before authorizing this work. I represent that I am either the owner or owner's agent, and have authority to authorize the Work, and agree to pay for all services, including goods and services, received. I further, agree to pay Vons Electric, Inc. all costs and expenses, including but not limited to collection expenses, court costs and reasonable attorney's fees incurred by Vons Electric, Inc. in seeking to enforce any of the liabilities or obligations of the undersigned under this Agreement. Estimated Start/End Date: TBD upon acceptance of this proposal

Client Signature:



WWW.VONSELECTRIC.COM LICENSED, INSURED & BONDED Date of Acceptance:



11/22/2016 5:08:27 AM			Job Estimate	
Bid Date: Estimator: Job Name: Contractor: Job Contact: Phone: Fax: Address1: Address2: Address3:	11/22/2016 George Johnson Stanbridge Mater Randy Jostes 630-453-9085	Vendor: Saddlers	Pittco Architectural Metals, Inc.	Fox Valley Glass and Mirror, Inc. 9919 Clow Creek Drive Suite A Plainfield, Illinois 60585 Phone: 630-904-4700 Fax: 630-904-4710 georgefvg@ Comcast.net www.foxvalleyglass.Com License #
Architect: Contact: Phone: Fax:			Addr1: Addr2: Addr3:	
Pric	e per Square F	oot	Total Material:	\$6,339.70
Tota	l Perimeter Ft:	102	Total Labor:	\$1,871.43
Tota	l Square Ft:	294	Total Outside Costs:	\$.00
			Sales Tax % 85	

Job Grand Total:

# \$8,750.00

### Sections Bid:

Furnish and install Pittcos 2 x 4.5 thermally broken aluminum storefront in dark bronze anodized finish glazed with Low E tempered insulated glass.

Head Receptor and sub-sill included. Price includes aluminum franing. glass and installation. No other work is included in this bid. Add \$ 1200.00 for removal and board up of existing glass. Add \$ 1450.00 to install panel and aluminum trim below windows.

### Exclusions:

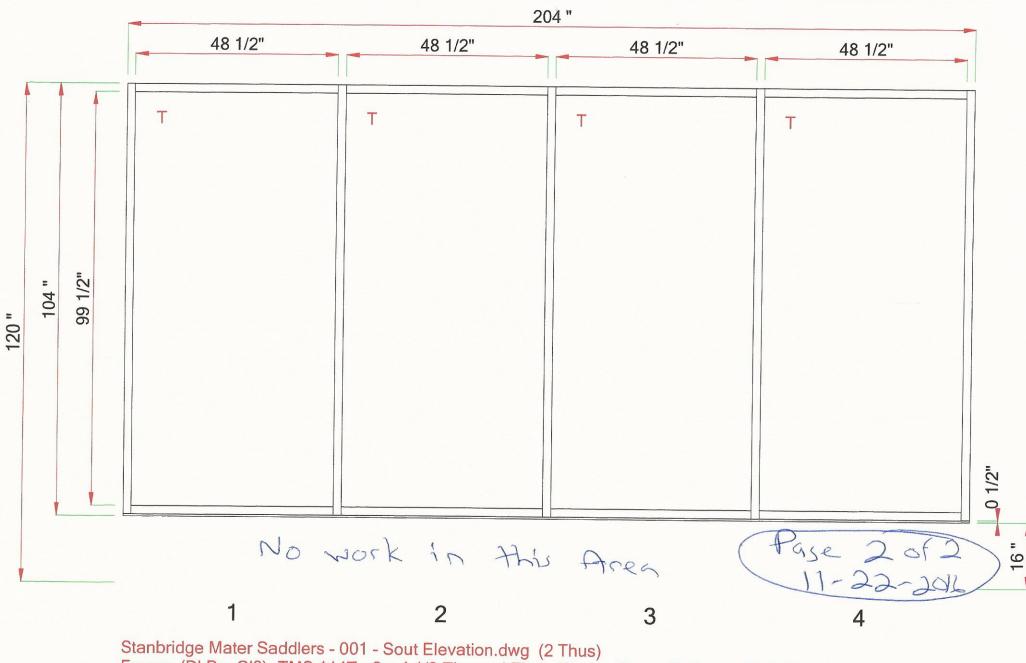
Any permits or fees that may apply, Any addition cost for special insurance, Final cleaning of glass and aluminum. Any break metal that may bee needed. Any item not shown on following sheets.

Any permits or fees that may apply, Any addition cost for special insurance, Final cleaning of glass and aluminum. Any break metal that may bee needed. Any item not shown on following sheets.

### Notes:

Please allow approx 3-4 weeks for material. Pricing good for 60 days after the date of this quote. 50% deposit to bring material in and balance due net 15 days from our completion. Any questions feel free to contact me. Thanks and have a great day. George J. Johnson 630-774-8694.





Frame: (DkBrz Cl2) TMS 114T - 2 x 4 1/2 Thermal Flush Glaze - Screw Spline - w/Subsill

