AGEND			EM EXECUTIVE SUMMARY	Y Age	nda Item number: 4e
ST. CHARLES	Title:	app	toric Preservation Commis rove a Façade Improveme Main St.		
SINCE 1834	Presenter:	Elle	n Johnson		
Meeting: Planning & Development (			Committee Date: M	lay 8, 2017	7
Proposed Cost: \$6	,274.58		Budgeted Amount: \$40,000		Not Budgeted:

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

Dove Thiselton has requested a Façade Improvement Grant to help fund improvements to the south and west sides of the building, which will be occupied by two separate businesses, both operated by Ms. Thiselton: "Ghoulish Mortals" (a monster-themed retail store that will also host small themed events, such as birthday parties or game nights) and "As Cute As It Gets" (a children's photography studio).

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 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 proposal includes the following:

- Recover two awning frames on the south elevation and four awning frames on the west elevation with Sunbrella fabric.
- Install two signs on the west elevation.
- Install gooseneck lighting above the awnings.

The Historic Preservation Commission reviewed the grant and recommended approval on 5/3/17.

The cost of the eligible improvements is estimated at \$12,549.16 and the grant would cover up to \$6,274.58.

Attachments (*please list*): 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 228 W. Main St.

#### City of St. Charles, Illinois

#### Historic Preservation Commission Resolution No. 4-2017

## A Resolution Recommending Approval of A Façade Improvement Grant Application (228 W. Main St. – Ghoulish Mortals/As Cute As It Gets)

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

WHEREAS, the Historic Preservation Commission has reviewed the Facade Improvement Grant Application for 228 W. Main St. and has found said application to be architecturally appropriate and in conformance with the Downtown Design Guidelines and the Historic Preservation Ordinance, Chapter 17.32 of the Zoning Ordinance; and

WHEREAS, the Historic Preservation Commission finds approval of said Facade Improvement 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 Facade Improvement Application for 228 W. Main St.

Roll Call Vote: Ayes: Norris, Smunt, Pretz, Kessler Nays: None Abstain: None Absent: Malay, Gibson, Krahenbuhl Motion Carried.

**PASSED**, this 3<sup>rd</sup> day of May, 2017.

Chairman

## **FACADE IMPROVEMENT GRANT APPLICATION** COMMUNITY & ECONOMIC DEVELOPMENT DEPT. /PLANNING DIVISION CITY OF ST. CHARLES ST. CHARLES SINCE 1834 Grant Type (select one): Received Date D □ Residential Commercial St. Charles, IL **Property Information:** MAY - 1 2017 Building or establishment for which the reimbursement grant is requested: CDD **Planning Divisi** Address: Property Identification Number: **Applicant Name: Project Description:** Canvas replacer als 1011 moni for boxer. ar C 9 \$ **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:**

-79<u>5-368</u> Phone Number: ton.com 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 reipbursement grants are subject to taxation and that the City is required to report the amount and recipient of said grants to the IRS

Signature: Applicant H30/1	17
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#### **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  $\frac{\partial 37}{\partial 4n} \frac{\delta 7}{\delta 4n}$ , and that I authorize the applicant to apply for a reimbursement grant under the St. Charles Facade Improvement Program and undertake the approved improvements.

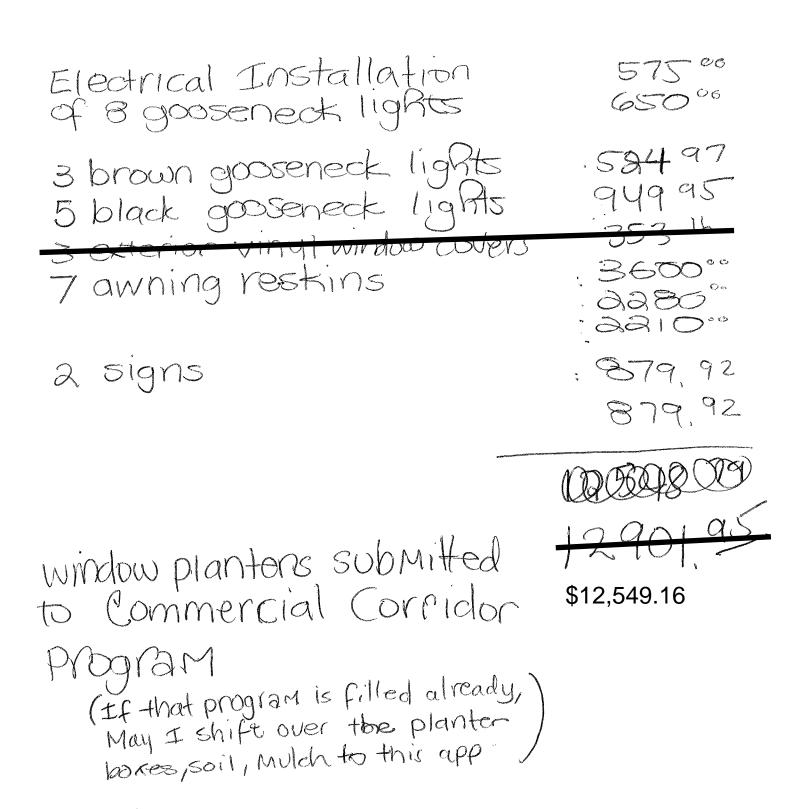
Signature:

Date: 3.1.17

#### EXHIBIT "II"

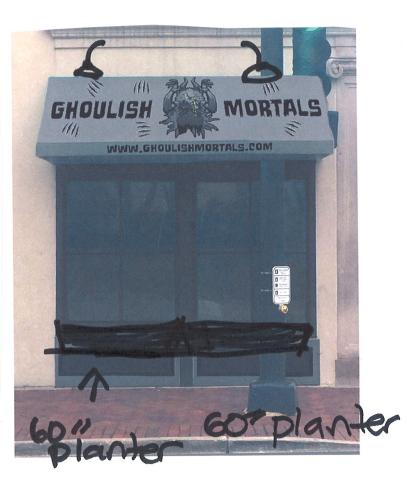
#### Plans, Design drawings, Specifications and Estimates

Attachments:









# 8 N. 3rd Street As Cule As It Gets

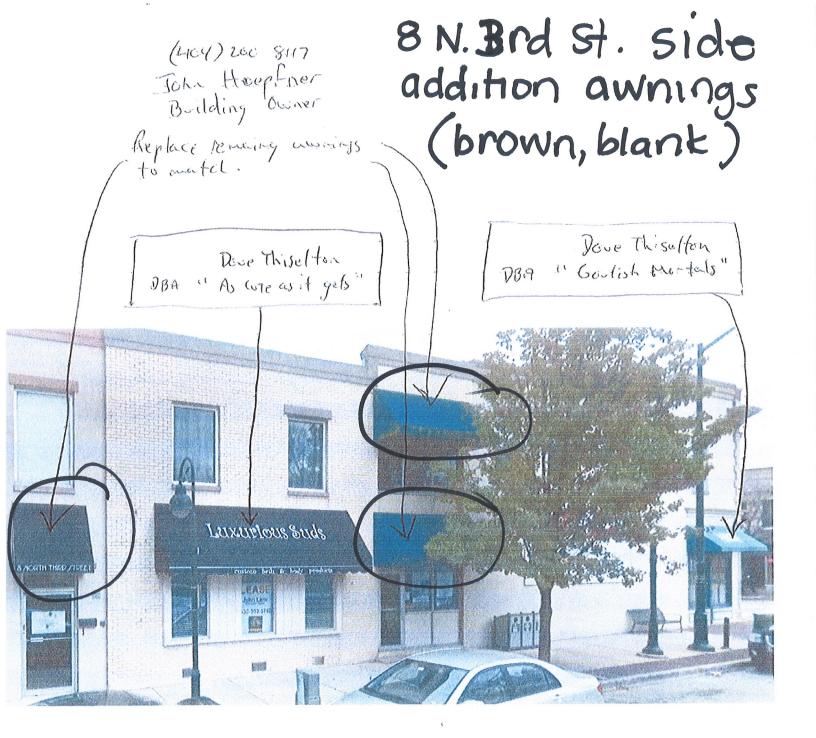
Before

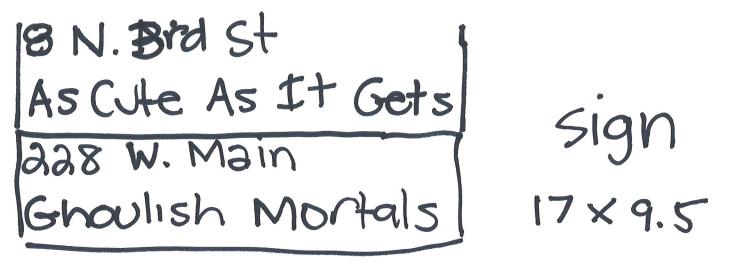






1 awning 3 lights 3 lights 3 planters (through 3 planters (through 3 planters (through corrector planters (through p













860 Stover Dr unit B Elburn IL 60119 Date: May 1, 2017 INVOICE # 11.02-2 Expiration Date: 90 Days

Installation of electric to 3 goose neck fixtures. Install EMT Pipe on side of building to 3 outdoor boxes. Run New wires from existing outdoor box. Location of that feed is unknown could result in extra work.

Materials: \$125 Labor: \$350 Total: \$575

#### Thank you for your business!



860 Stover Dr unit B Elburn IL 60119 Date: May 1, 2017 INVOICE # 11.02-2 Expiration Date: 90 Days

Installation of electric to 5 goose neck fixtures. Install EMT Pipe on side of building to 3 outdoor boxes. Run New wires from existing outdoor box. Location of that feed is unknown could result in extra work.

Material: \$150 Labor: \$500 Total: \$650

#### Thank you for your business!

#### **Dove Thiselton**

From:	Affordable Quality Lighting <tom@affordablequalitylighting.com></tom@affordablequalitylighting.com>
Sent:	Friday, April 28, 2017 9:36 AM
То:	dove@ascuteasitgets.com
Subject:	Your Affordable Quality Lighting Order Confirmation (#171167)

# **Thanks for Your Order**

¥ Your order ID is #171167.

Your order requires payment before it can be finalized. Details on how to pay are shown below.

# **Shipping Address**

x

**Billing Address** 

Dove Thiselton As Cute As It Gets 8 N. 3rd Street Saint Charles, Illinois 60174 United States 949-795-3689 Delivery Address Type Commercial Dove Thiselton As Cute As It Gets 41w640 Barberry Lane St. Charles, Illinois 60175 United States 949-795-3689 Delivery Address Type Residential

# Here's How to Pay for Your Order...

Once you've provided payment, your order will be completed .:

The outstanding balance of your order is \$524.97 USD

(In Store Pickup only) for cash payments, you must bring photo ID and copy of invoice for verification.

# Your Order Contains...

Cart Items	SKU	Qty	Item Price		ltem Total
Bronze Gooseneck Sign Light - Outdoor Sign Lighting - LED Warehouse Sign Light - ADLXSV930 (Bulb: 9w Warm White Dimmable LED Puck Engine - Wet Listed (+\$5.00), Assembly Time: Standard: Assembled in 3 Days)	ADLXSV930- BRZ	3	\$174.99 USD		\$524.97 USD
				Subtotal:	\$524.97 USD
				Shipping:	\$0.00 USD
				Grand Total:	\$524.97 USD
				Payment Method:	Cash (In Store Pickup Only)

#### **Dove Thiselton**

From:	Affordable Quality Lighting <tom@affordablequalitylighting.com></tom@affordablequalitylighting.com>
Sent:	Friday, April 28, 2017 9:47 AM
То:	dove@ghoulishmortals.com
Subject:	Your Affordable Quality Lighting Order Confirmation (#171168)

# **Thanks for Your Order**

Your order ID is #171168.

Vour order requires payment before it can be finalized. Details on how to pay are shown below.

# **Shipping Address**

Dove Thiselton Ghoulish Mortals 228 W. Main Street Saint Charles, Illinois 60175 United States 949-795-3689 Delivery Address Type Commercial

# **Billing Address**

Dove Thiselton Ghoulish Mortals 41w640 Barberry Lane Saint Charles, Illinois 60175 United States 949-795-3689 Delivery Address Type Commercial

# Here's How to Pay for Your Order...

Once you've provided payment, your order will be completed .:

The outstanding balance of your order is \$949.95 USD

(In Store Pickup only) for cash payments, you must bring photo ID and copy of invoice for verification.

# **Order Instructions/Comments**

Please place order on hold. I need invoice to submit for my city's Facade Improvement Grant. Hope to order in next two weeks. :)

#### Your Order Contains...

Cart Items	SKU	Qty	Item Price	ltem Total
Black Gooseneck Sign Light - Outdoor Sign Lighting - LED Warehouse Sign Light - ADLXSV930 (Bulb: 9w Warm White Dimmable LED Puck Engine - Wet Listed (+\$5.00), Assembly Time: Standard: Assembled in 3 Days)	ADLXSV930- BLK	5	\$189.99 USD	\$949.95 USD
				Subtotal: \$949.95 USD
				Shipping: \$0.00 USD
				Grand Total: \$949.95 USD
				Cash (In Payment Method: Store Pickup Only)

www.universalawnings-signs.com

834 N.-Cicero Ave. Chicago, IL 60651 Phone: 773-887-3935

Bill To: Dove Thiselton

# Description AMOUNT Recover three existing frames for Ghoulish Mortals. Awning material will be Sunbrella canvas, graphics will be painted and vinyl application per customers artwork file. \$3,600.00 Price includes installation and sewing. \$3,600.00 Recover one existing frame for As Cute As It Gets. Awning material will be Sunbrella canvas, graphics will be painted per customers artwork file. Price includes installation and sewing. \$2,280.00

# Thank you for giving us the opportunity to bid on your project! "PRICE DOES NOT INCLUDE ANY PERMIT OR APPLICATION FEE THAT YOUR CITY REQUIRES"

All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. We will remove the awning/sign if this project is not paid in full.

CUSTOMER DEPOSIT IS NON REFUNABLE FIVE DAYS AFTER ACCEPTANCE OF CONTRACT!

ACCEPTANCE OF PROPOSAL: The above prices, specifications and condition are satisfactory and are hereby accepted. You are authorized to do work as specified.



DATE April Quotation # 1094-

April 14, 2017 1094-2

#### **Universal Awnings & Signs**

www.universalawnings-signs.com

834 N. Cicero Ave. Chicago, IL 60651 Phone: 773-887-3935

**Bill To:** John Hoepfner 228 W Main St. Charles IL 60174

#### Description

Recover three existing frames. Two frames of 11'w and one door awning at 4'6" w. Awning fabric will be Sunbrella, color will be chosen by customer. Price includes installation and hardware.

\$2,210.00

AMOUNT

# Thank you for giving us the opportunity to bid on your project! "PRICE DOES NOT INCLUDE ANY PERMIT OR APPLICATION FEE THAT YOUR CITY REQUIRES"

All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. We will remove the awning/sign if this project is not paid in full.

CUSTOMER DEPOSIT IS NON REFUNABLE FIVE DAYS AFTER ACCEPTANCE OF CONTRACTI

ACCEPTANCE OF PROPOSAL: The above prices, specifications and condition are satisfactory and are hereby accepted. You are authorized to do work as specified.

# Quotation

DATE April 26, 2017 Quotation # 1095



1235 Humbracht Circle Bartlett, IL 60103 (630) 289-7082

#### www.MarkYourSpaceInc.com

Payment Terms: Cash Customer

**Grand Total**:

Created	Date:	4/25/2017
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	PTION: Exterior Sign - 78"x96" - with installation			
Bill To:	Ghoulish Mortals	Pickup At: Mar	k Your Space, Inc.	
	228 W. Main St.	1235	5 Humbracht Circle	
	St. Charles, IL 60174	Bartlett, IL 60103		
	US	US		
	<b>sted By:</b> Dove Thiselton Email: dove@thiselton.com < Phone: (949) 795-3689	Salesperson: Kimbe	rly Slancik	
	Email: dove@thiselton.com	Salesperson: Kimbe QTY	rly Slancik UNIT PRICE	AMOUNT
Wor NO.	Email: dove@thiselton.com		-	
Wor NO.	Email: dove@thiselton.com k Phone: (949) 795-3689	<b>QTY</b> 1	UNIT PRICE	<b>AMOUNT</b> \$835.16 \$835.16

minimum per month, whichever is greater, on the unpaid balance over 30 days. In the event of default of any or all of the agreed upon credit terms as set forth, the undersigned agrees to pay such additional sum as and for collection agency fees of 35%, attorney's fees and court costs as the same are incurred in collecting the undersigned's past due amount.

Signature:	Date:
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\$879.62



1235 Humbracht Circle Bartlett, IL 60103 (630) 289-7082

#### www.MarkYourSpaceInc.com

ESTIMATE EST-2953

Payment Terms: Cash Customer

Taxes:

**Grand Total:** 

Created Date:	4/25/2017
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Bill To:	As Cute As lt Gets	Pickup At:	Mark Your Space, Inc.	
	8 N. 3rd St		8 N. 3rd St	
	St. Charles, IL 60174		St. Charles, IL 60174	
	US		US	
Reque	sted By: Dove Thiselton	Salesperson: K	imberly Slancik	
Reque	sted By: Dove Thiselton Email: dove@noreply.com	Salesperson: K	imberly Slancik	
	s <b>ted By:</b> Dove Thiselton Email: dove@noreply.com < Phone: (949) 795-3689	Salesperson: K	imberly Slancik	
Work	Email: dove@noreply.com	Salesperson: K QTY	imberly Slancik UNIT PRICE	AMOUNT
Worl	Email: dove@noreply.com		-	<b>AMOUNT</b> \$835.16

I agree to pay a finance charge of 1.5% per month (18% per annum), or \$2.00 minimum per month, whichever is greater, on the unpaid balance over 30 days. In the event of default of any or all of the agreed upon credit terms as set forth, the undersigned agrees to pay such additional sum as and for collection agency fees of 35%, attorney's fees and court costs as the same are incurred in collecting the undersigned's past due amount.

Signature:	Date:
------------	-------

\$44.46

\$879.62

#### 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: Dove Thiselton

Tax ID# or Social Security #

For the following property:

Address of Property:	228 W. Main St.
PIN Number:	09-27-362-003

#### 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.

<u>SECTION 2:</u> 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.

<u>SECTION 3:</u> 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 "T".

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).

<u>SECTION 8:</u> 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.

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%	\$
<b>Building Improvements</b>	\$ 12,549.16	50%	\$ 6,274.58
Architectural Services	\$	100% (not to exceed \$4000)	\$
TOTAL	\$ 12,549.16	-	\$ 6,274.58

# **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: Scope of Work Diagrams depicting Scope of Work Photo of lighting Proposals from Ideal Electrical Contractors, Inc., dated 5/1/17 (2) Receipts from Affordable Quality Lighting, dated 4/28/17(2) Quote from Universal Awnings & Signs, dated 4/14/17 Quote from Universal Awnings & Signs, dated 4/26/17 Estimates from Mark Your Space, dated 4/25/17 (2)