



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4i

Title:

Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 117 N 5th Ave.

Presenter:

Russell Colby

Meeting: Planning & Development Committee

Date: June 10, 2019

Proposed Cost: \$5,000

Budgeted Amount: \$10,000
(for residential grant program)

Not Budgeted:

Executive Summary (if not budgeted please explain):

Frank Florizoone, owner of 117 N. 5th Ave., has requested a Residential Façade Improvement Grant to assist in funding the installation of eight aluminum clad windows.

The Façade Improvement Grant program provides assistance to property owners and business 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.

Beginning in 2017, the program was expanded to single-family residential structures. The residential 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. Residential grants are capped at \$5,000.

The Historic Commission reviewed the grant for 117 N 5th Ave. and recommended approval on 4/17/19.

The cost of eligible improvements is estimated at \$13,088. The grant would cover up to \$5,000.

Attachments (please list):

Residential Façade Grant Program Description, 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 117 N 5th Ave.

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

Historic Preservation Commission Resolution No. 5-2019

**A Resolution Recommending Approval of
A Façade Improvement Grant Application
(117 N 5th 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 117 N. 5th 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 said Façade Improvement Grant Application to be in conformance with the program requirements.

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 117 N. 5th Ave.

Roll Call Vote:

Ayes: Norris, Smunt, Pretz, Kessler, Krahenbuhl, Mann, Malay

Nays: None

Abstain: None

Absent: None

Motion Carried.

PASSED, this 17th day of April, 2019.

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: 117 N 5th AVE St. Charles

Property Identification Number: 09 27 455 003

Applicant Name: Frank Florizoone

Project Description:

Replacement of 1st floor windows, presently very old and damaged single pane windows, with Marvin Ultimate windows as per attached quote from MEB Construction of St. Charles and as per Historic preservation COA # 18-54 dated Dec 19, 2018

Total Cost Estimate: \$ 13,088

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)

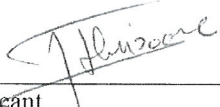
Applicant Contact Information:

Phone Number: 262 865 3283

Email Address: florizoonefrank@yahoo.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: Mar 9, 2015
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

117, 5TH AVE, ST. CHARLES, IL 60174

DESCRIPTION OF PROPOSED WORKS FOR GRANT APPLICATION

Please see also attached proposal works by our contractor M.E.B. Construction Co. of St Charles.

Replace 1st floor windows

All windows are in bad shape and single pane glazing. The replacements will remain white on the outside and keep a very similar line aspect where possible.

Window details are listed on page 4.

This is phase 2 of our window replacements – windows in the attic and kitchen will be replaced in phase 1.

View from State Ave



View from 5th Ave

(windows are now not very visible but storm-windows from the porch will be removed to restore open porch)



View from backyard



Double Hung in foyer room



Double Hung in family room



Double Awning in family room



Double Hung in powder room



Twin Double Hung in 1st floor bedroom



Double Hung in 1st floor bedroom



Double Hung in Dining Room



Window aircon unit will be removed as there is no need for this (there is central HVAC in the house).

Double Hung in Dining Room



Awning in Dining Room



Specifications of windows and sliding doors

Marvin Ultimate series windows, Alu clad wood

- 1 5/16" Brick Mould style casing with 4 13/16" jambs and A246 sub-sills.
- Simulated Divided Lites 7/8" in same fractional Craftsman style pattern as present windows
- Insulated Glass (Low E2 Argon gas filled)
- U-factor of 0.28 to 0.31, depending on type
- White hardware
- Removable fiberglass screens
- Stone White outside finish



Brick Mould Casing



PROPOSAL

February 12, 2019

We, M.E.B. Construction Company, hereby propose to furnish all the material and to perform all the labor necessary for the completion of work for Mr. Frank Florizoone (Owner): 117 N. 5th Ave., St. Charles, IL - 60174.

Scope of Work: Window Replacement

1. BUILDING PERMIT:

- A Building Permit shall be procured from the St. Charles Building Department by M.E.B. Construction Company.

2. CARPENTRY:

- Remove and replace the existing windows with Marvin Ultimate series windows and door with aluminum clad exteriors in Stone White, primed interiors, Low E2 Argon gas filled glass, 4 13/16" jambs, white hardware, 7/8" simulated divided lites, A246 sub-sills, 1 5/16" clad brick molding in Stone White, removable screens with charcoal fiberglass mesh and installation brackets as follows:

- NOTES***
- (1). M.O. refers to masonry openings
 - (2). All simulated divided lite configurations in parenthesis refer to top of sashes only. Awning window configurations are for the entire units.

Family Room and Foyer:

(1) - M.O. 74" x 31 3/8" Awning (Double Unit) (4W1H)

(2) - M.O. 47 15/16" x 58 1/4" Double-hung (4W1H)

Powder Room:

(1) - M.O. 36" x 58" Double-hung (4W1H)

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1st Floor Master Bedroom:

(1) - M.O. 74" x 58" Double-hung (Double Unit) (4W1H)

(1) - M.O. 32" x 50" Double-hung (4W1H)

Dining Room:

(1) - M.O. 35 ½" x 58" Double-hung (4W1H)

(1) - M.O. 48" x 32 ¾" Awning (6W1H)

- Caulk all windows and door to masonry.

3. DEBRIS REMOVAL:

- The Owners will provide debris removal service.

ADDITIONAL WORK:

Additional Work will be performed either through a written agreement or on a TIME/MATERIAL basis. TIME/MATERIAL basis includes the following: TIME (LABOR) will be billed at **\$86.00** per hour for each individual Carpenter. The aggregate amount of Additional Work is the sum of **(LABOR)** and **(MATERIAL + 10%)**.

Additional Work for M.E.B.'s Sub-Contractors will be billed upon each Sub-Contractor's rate.

WARRANTY:

All work shall be performed in a workmanlike and timely manner according to the Proposal, which shall be guaranteed against defect of material for a period of one (1) year and workmanship for a period of five (5) years from the date of completion.

INSURANCE:

Workers Compensation and Public Liability Insurance shall be taken out by M.E.B. Construction Company.

Telephone: (630) 377-2084
Facsimile: (630) 377-2142



Website: www.mebconstructionco.com
Email: mebconco@comcast.net

1322 Horne Street • St. Charles, Illinois 60174

The **PRICES** and **TERMS** mentioned hereunder throughout the Proposal are valid up to **30 days** after the date of this Proposal.

Total Price of Work: \$13,088.00

PAYOUTS:

Upon **Acceptance of Proposal** \$3,926.00 (30%)

Upon **Completion of Work** \$9,162.00 (70%)

Date of Acceptance _____

Signature(s) _____

Respectfully submitted,

Matt E. Bales

A handwritten signature in black ink, appearing to read "Matt E. Bales", written over a horizontal line.

President

M.E.B. Construction Company

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

Program Year: May 1, 2019 to April 30, 2020

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: Frank Florizoone

Tax ID# or Social Security #

For the following property:

Address of Property: 117 N. 5th Ave.

PIN Number: 09-27-455-003

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.

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	\$13,088	50%	\$5,000
Architectural Services	\$	100% (not to exceed \$2000)	\$
TOTAL	\$13,088	-	\$5,000

EXHIBIT "II"

Plans, Design drawings, Specifications and Estimates

Attachments:

Scope of work with pictures

Proposal from M.E. B Construction Co. dated 2/12/19 (3)