

**AGENDA ITEM EXECUTIVE SUMMARY****Agenda Item Number: IIC5****Title:**Motion to approve a Resolution Authorizing the Mayor and City Council to Execute a Façade Improvement Agreement between the City of St. Charles and Terry and Amber Grove (11 N 3rd St.)**Presenter:**

Russell Colby

Meeting: City Council**Date:** May 17, 2021Proposed Cost: \$5,312.50
(at 25% reimbursement level)Budgeted Amount: \$30,000
(Total budget for commercial façade grants for fiscal year)Not Budgeted: **Executive Summary** (if not budgeted please explain):**Proposal**

Terry and Amber Grove have requested a Façade Improvement Grant for their building located at 11 N 3rd St. The project scope includes replacing the vinyl exterior siding on the south and west sides of the building with a James Hardie siding. (The same siding will be installed on the north and east sides of the building, but are not included in the grant request).

Historic Commission review – 5/5/2021

The Historic Commission reviewed the grant request and unanimously recommended to approve the grant. The Commission stated that although it is not a historic building based on age, the building is in a prominent location in the downtown, and its appearance will be improved by the project. The Commission recommended the 50% reimbursement level under the “Building Improvements” category of the Façade Grant Program, since the siding would be replaced by a more appropriate material.

Planning and Development Committee Review- 5/10/2021

The Planning and Development Committee reviewed the application and discussed whether the project should be eligible for the 50% reimbursement recommended by the Historic Commission. The Committee concluded that it was more appropriate for the project to be classified under the “Routine Maintenance” category of the Façade Grant Program, which would be eligible for a 25% reimbursement. The Committee unanimously recommended to approve the facade grant with a 25% reimbursement and asked staff to follow up with the applicant to confirm if they were willing to move forward with the grant request under the new amount.

Grant Amount

Total eligible costs: 21,250

Maximum grant amount at 25% reimbursement for Routine Maintenance: \$5,312.50

Maximum grant amount at 50% reimbursement for Building Improvements: \$10,625

5/17/2021 Update

Staff contacted the applicant to determine whether or not they would like to move forward with the grant at 25% reimbursement. Per the attached email, the applicant stated that they would not move forward with the project if they received only the 25% reimbursement.

Attachments (please list):

Email from Applicant, Grant Program Guidelines, City Council Resolution

Recommendation/Suggested Action (briefly explain):

The grant agreement presented for City Council approval is based upon the P&D Committee recommendation for 25% reimbursement.

Given the applicant’s intent to not move forward with the project at the 25% reimbursement level, it would be prudent to not approve the grant agreement, as it would encumber the funds, and the funds would not be available to another applicant. In order to deny the grant, the Council would need to first vote on the motion to approve as listed on the agenda, and if that motion fails, then make a motion to deny.

Alternately, if the Council wishes to increase the grant amount to 50% reimbursement, this would need to be included in the motion for approval.

From: groveproperties.stc@gmail.com
Sent: Wednesday, May 12, 2021 9:18 AM
To: Hitzemann, Rachel
Subject: RE: Facade Grant Update

Hi Rachel,

Shoot I was just in an Alliance meeting with Mark and he asked if I'd touched base with you. I thought he was talking about meetings I should go to etc. I didn't realize I missed the P&D meeting. **We're not interested in moving forward if it's not likely that we'll get the 50%.**

Thanks,
Amber

From: Hitzemann, Rachel <rhitzemann@stcharlesil.gov>
Sent: Tuesday, May 11, 2021 2:36 PM
To: groveproperties.stc@gmail.com
Subject: Facade Grant Update

Hi Amber,

I just wanted to give you an update regarding the Façade Grant. The Planning and Development Committee reviewed the grant request at their meeting on Monday and voted to approve the grant funds for **25% reimbursement**. With a 25% reimbursement you will be awarded \$5,312.50 for the project. Please let me know if this will be acceptable to you in terms of moving forward with the siding project. If it is not, there is the possibility for you to present your case for 50% reimbursement to the Council during their meeting next Monday, the 17th. Going before the Council may not change their minds on the grant amount, but it is an option you can pursue.

Please let me know how you would like to proceed.

Thanks,
Rachel



Rachel Hitzemann City Planner
P: 630.443.3958 | E: rhitzemann@stcharlesil.gov
2 E. Main Street, St. Charles, IL 60174-1984
stcharlesil.gov

Heritage. Community. Service. Opportunity.



Help Slow the Spread of COVID-19: Wear a Mask, Watch Your Distance (6 ft apart), and Wash Your Hands. [More](#)

FAÇADE IMPROVEMENT GRANT PROGRAM DESCRIPTION

MAY 1, 2017

COMMUNITY & ECONOMIC DEVELOPMENT DEPT. /PLANNING DIVISION

CITY OF ST. CHARLES



1. Program Purpose

- The Facade Improvement Program is intended to promote reinvestment and restoration of commercial and residential buildings in the downtown area, with a focus on supporting historic preservation practices.
- The program is intended to assist property owners and commercial tenants to rehabilitate and restore the visible exterior of existing structures.
- Improvements must meet criteria for appropriateness of design.
- Reimbursement grants are provided to property owners or commercial tenants in recognition of the positive impact that individual building improvements can have on the overall appearance, quality and vitality of downtown St. Charles.

2. Application, Review and Approval Process:

- **Determine if your property is eligible for either the Commercial or Residential Façade Improvement Grant.**
- **Determine if your project is eligible for grant reimbursement.**
- **Define the scope of your proposed improvements.** This will probably involve consulting with an architect or other appropriate design professional (for projects that do not need an architect, consult with a contractor).
- **Contact the City to schedule a preliminary review of the project by the Historic Preservation Commission early in the design process to determine if the project scope and improvements will meet the program requirements.** The Historic Preservation Commission will consider the architectural appropriateness of proposed improvements using Design Guidelines and the Historic Preservation Ordinance (Chapter 17.32 of the Municipal Code). Improvements that are not architecturally appropriate, as determined by the City Council upon recommendation of the Historic Preservation Commission, are not eligible for a reimbursement grant. The Design Guidelines apply to all grant projects, regardless of whether they are in the Historic District.
- **The grant Program Year runs from May 1 to April 30 of the following year. Grant applications are accepted beginning in March of each year for the Program Year beginning on May 1.** (Note: The budget for the Program Year will not be finalized until approved by the City Council each year. This typically occurs in early April.)
- **Submit a complete grant application. Attend the following meetings on the dates provided by City staff:**
 - The **Historic Preservation Commission** will review and make a recommendation regarding the grant. They meet on the 1st and 3rd Wednesdays of each month at 7:00pm.
 - The **Planning & Development Committee** of the City Council will review the Historic Commission recommendation at their meeting on the second Monday of the month at 7:00pm.

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

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

3. Commercial Façade Grant

- Eligible Properties:
Commercial or Multi-Family Residential Buildings (two or more units) located within either:
 - Special Service Area #1B
 - Historic District or Landmark SiteProperties in SSA #1B are given first priority at the beginning of the program year.
- Minimum Project Cost: \$2,500
- Grant for Front or Side Façades (visible from street): Maximum grant amount is based upon the frontage of the façade to be renovated, at a maximum of \$10,000 per 30 ft. horizontal length of façade. A façade is defined as a thirty foot wide span along the front or side of a building facing a public street, measured along the building wall generally parallel to the right of way line. For building fronts or sides exceeding thirty feet, a pro rata amount will be applied.
- Grant for Rear Entrance Improvements: Maximum grant amount of \$10,000, available for buildings with an existing or proposed rear entrance that is accessible to the public from a dedicated public street, alley, or other right of way, or from a parking lot or walkway that is owned or leased by the City, or from other property that is encumbered by an easement granting public pedestrian access. The rear entrance to be improved must provide public access to a business or businesses within the building.
- Maximum Grant Limits:
 - Total grant amount during any five-year period is capped at \$20,000.
 - For properties on the National Register of Historic Places or Locally Designated Landmarks, the total grant amount for any five-year period is capped at \$30,000.
- Eligible Improvements:
 - **25% Reimbursement for Routine Maintenance:**
 - ✓ Cleaning, patching, caulking of exterior surfaces.
 - ✓ Re-coating of paint on exterior surfaces (without extensive surface preparation)
 - ✓ Re-roofing visible roof surfaces with non-historic material (such as 3-tab or architectural grade asphalt shingles)
 - ✓ Spot masonry repairs or tuckpointing
 - ✓ Like-in-kind replacement of non-historic elements on a building
 - **50% Reimbursement for:**
 - For Historic structures, maintenance utilizing Historic Preservation practices:***
 - ✓ Repair or restoration of historic features
 - ✓ Replacement of deteriorated historic features with like materials or appropriate synthetic materials
 - ✓ Re-roof or repair of visible roof surfaces with non-standard materials (such as wood shake, slate, or other decorative non-standard materials)
 - ✓ Extensive restoration/repair of historic masonry material
 - ✓ Painting of exterior surfaces where the surface preparation includes removal of worn/failing paint and intensive surface preparation prior to painting
 - Building improvements:***
 - ✓ Exterior building upgrades or enhancements that will improve the historic character of a building
 - ✓ Improvement, replacement or installation of storefront systems, doors, windows and trim materials.
 - ✓ Removal of architecturally inappropriate features on buildings (including removal of synthetic surface materials)
 - ✓ Exterior lighting that illuminates a façade

- 100% Reimbursement for Architectural Services (Up to \$4,000)
 - 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 Improvements:
 - Signs and Awnings, unless in connection with other eligible improvements.
 - Any interior improvement or finishes
 - Any improvements to internal building systems, including HVAC, plumbing, electrical (except for wiring for exterior lighting)
 - Any site improvements, including sidewalks, parking lots and landscaping.

- Improvements not specifically listed as eligible or ineligible are subject to review as to eligibility by the Historic Preservation Commission as an advisory body and approval or disapproval by City Council.

**City of St. Charles, Illinois
Resolution No. 2021- __**

**A Resolution Authorizing the Mayor and City Council to Execute a Façade
Improvement Agreement between the City of St. Charles and Terry & Amber Grove
(11 N 3rd St.)**

**Presented & Passed by the
City Council on _____**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk are hereby authorized to execute that certain Façade Improvement Agreement, in substantially the form attached hereto and incorporated herein as Exhibit “A” by and on behalf of the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 17th day of May, 2021.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 17th day of May, 2021.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 17th day of May, 2021.

Lora A. Vitek, Mayor

Attest:

City Clerk/Recording Secretary

Voice Vote:

Ayes:

Nays:

Absent:

Abstain:

Resolution No. _____

Page 2

Exhibit "A"

Façade Improvement Agreement between the City of St. Charles and Terry & Amber Grove

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

Program Year: May 1, 2021 to April 30, 2022

THIS AGREEMENT, entered into this 17th day of May, 2021, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: Terry and Amber Grove

Tax ID# or Social Security #

For the following property:

Address of Property: 11 N 3rd St.

PIN Number: 09-27-361-030

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	\$21,250	25%	\$ 5,312.50
Historic Preservation Improvements	\$	50%	\$
Building Improvements	\$	50%	
Architectural Services	\$	100% (not to exceed \$4000)	\$
TOTAL	\$21,250	-	\$5,312.50 max. grant

Residential Façade Grants:

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

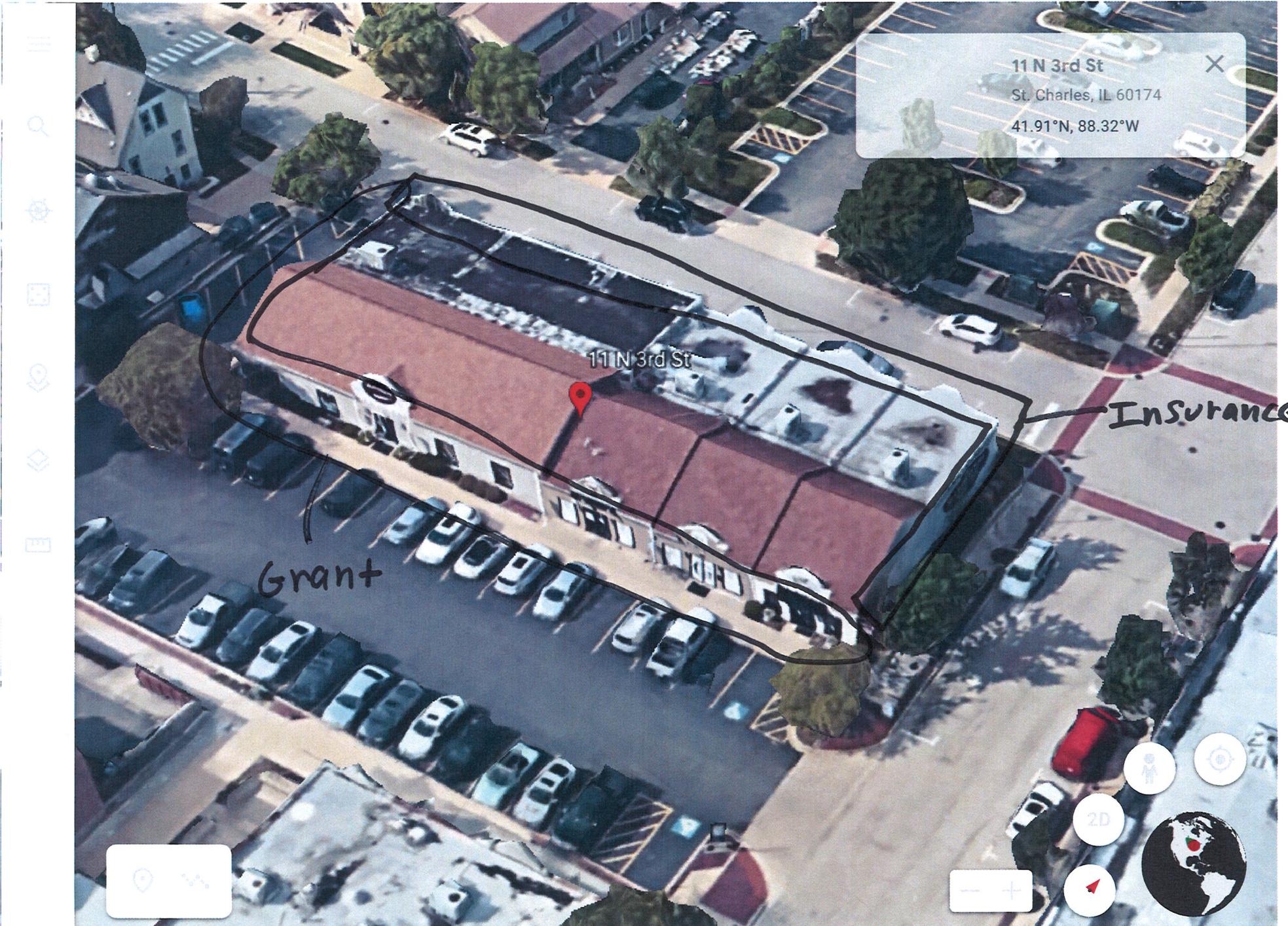
EXHIBIT “II”

Plans, Design drawings, Specifications and Estimates

Attachments:

Aerial Photo

Proposal Estimate from TTC Homes received 04/23/2021



11 N 3rd St
St. Charles, IL 60174
41.91°N, 88.32°W

Grant

Insurance

100%

Camera: 292 m 41°54'49"N 88°19'00"W 213 m

5: Terry Grove
6: Damage by wind storm to 11 N. 3rd St.
St. Charles, IL

Phone: 815-791-8662 E-Mail: Tim@ttchomes.com Fax: 815-496-3808 Web: www.ttchomes.com

Proposal

Customer:
Randy Unick

Job location:
St. Charles Building

Job description: Exterior siding

- Strip all aluminum siding.
- New Tyvek paper
- 7 1/4" Hardie lap siding
- Caulking and necessary touch up
- R/R all lights and sign

South Side: \$12,300

North side: \$ 16,900

- R/R Awning
- Rebuild sign where plywood is rotten, replace with new LP 4x8 Sheet.

East Side: \$8950.00

West side: \$8950.00

Vinyl Siding:

Ovation .042 vinyl siding

North side 156'x13' \$15750.00

East side 30'x18' / 30'x13' \$7500.00

Acceptance of proposal

The above prices, specification and condition are satisfactory and hereby accepted. Payment will be made as outlined above. Any alteration or deviation from the above specification involving extra costs will be only upon order and will become an extra charge over the above proposal. All agreements contingent upon accidents, or delays beyond our control. In case of breach of contract, we reserve the right to collect all payments due, including any court cost and attorney's fees incurred.

X _____

Customer

Date _____

X _____

TTCHomes

Date _____