



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Number: IIC6

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 Lance & Karen Ramella/210 Cedar LLC (316 Cedar St.)

Presenter: Rita Tungare

Meeting: City Council

Date: June 15, 2020

Proposed Cost: \$18,833

Budgeted Amount: \$30,000

Not Budgeted:

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

Proposal

Karen and Lance Ramella, owners of 210 Cedar LLC, have requested a Façade Improvement Grant for their building located at 316 Cedar St. The grant is for an addition to the building, which is planned to be an event space.

Historic Commission review – 6/3/2020

The City has not previously approved a Façade Grant solely for a building addition, but has funded projects that include a combination of improvements to existing buildings and additions. Although they are very supportive of the project, the Historic Commission expressed some concern about setting a precedent with respect to the grant.

The Historic Commission reviewed the project against the grant program purpose statements and found it met a number of points: Provide reinvestment in the downtown historic district; it would be a visible improvement to the exterior of the original building since it will replace non-conforming outbuildings; and it will have a positive impact to the overall appearance, quality and vitality of downtown.

The Commission recommended approval of grant funding for the portion of the addition facing Cedar St. (front elevation). The front elevation improvements are adjacent and connect to the existing building. The vote was 6-1. The dissenting vote felt there were other already existing buildings in the City that could benefit more from the grant money.

Planning and Development Committee Review- 6/8/2020

The Planning and Development Committee recommended approval of the grant per the Historic Preservation Commission’s recommendation. The vote was 8-1.

Grant Amount

Total eligible costs (front and side elevation visible from street): \$88,382.55

Maximum grant amount, per program requirements: \$20,000 per building

Eligible amount for front elevation only (Commission recommendation): \$18,833 (based on width of front façade)

Attachments *(please list):*

City Council Resolution, Façade Improvement Grant Agreement

Recommendation/Suggested Action *(briefly explain):*

Motion to approve a Resolution Authorizing the Mayor and City Council to Execute a Façade Improvement Agreement between the City of St. Charles and Lance & Karen Ramella/210 Cedar LLC (316 Cedar St.)

**City of St. Charles, Illinois
Resolution No. 2020- __**

**A Resolution Authorizing the Mayor and City Council to Execute a Façade
Improvement Agreement between the City of St. Charles and Lance & Karen
Ramella/ 210 Cedar LLC
(316 Cedar 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. Chares.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 15th day of June, 2020.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 15th day of June, 2020.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 15th day of June, 2020.

Raymond P. Rogina

Attest:

City Clerk/Recording Secretary

Voice Vote:

Ayes:

Nays:

Absent:

Abstain:

Resolution No. _____

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Exhibit "A"

Façade Improvement Agreement between the City of St. Charles and Karen & Lance
Ramella

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

Program Year: May 1, 2020 to April 30, 2021

THIS AGREEMENT, entered into this 15th day of June, 2020, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name:	Karen and Lance Ramella/ 210 Cedar, LLC
Tax ID# or Social Security #	82-3311747

For the following property:

Address of Property:	316 Cedar St.
PIN Number:	09-27-357-005

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	\$51,400	50%	\$ 25,700
Architectural Services	\$5882	100% (not to exceed \$4000)	\$4000
TOTAL	\$57,282	-	\$29,700 eligible/ \$18,833 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”

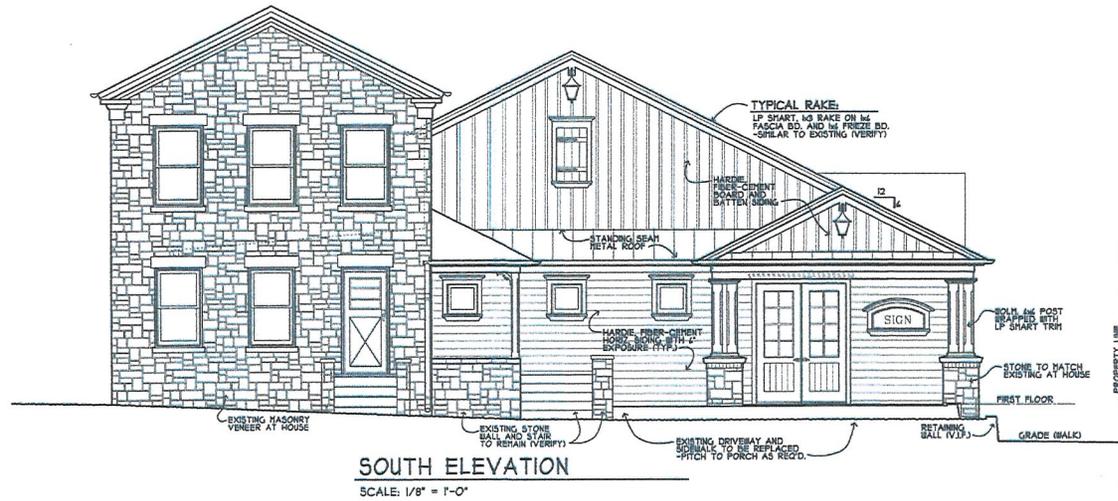
Plans, Design drawings, Specifications and Estimates

Attachments:

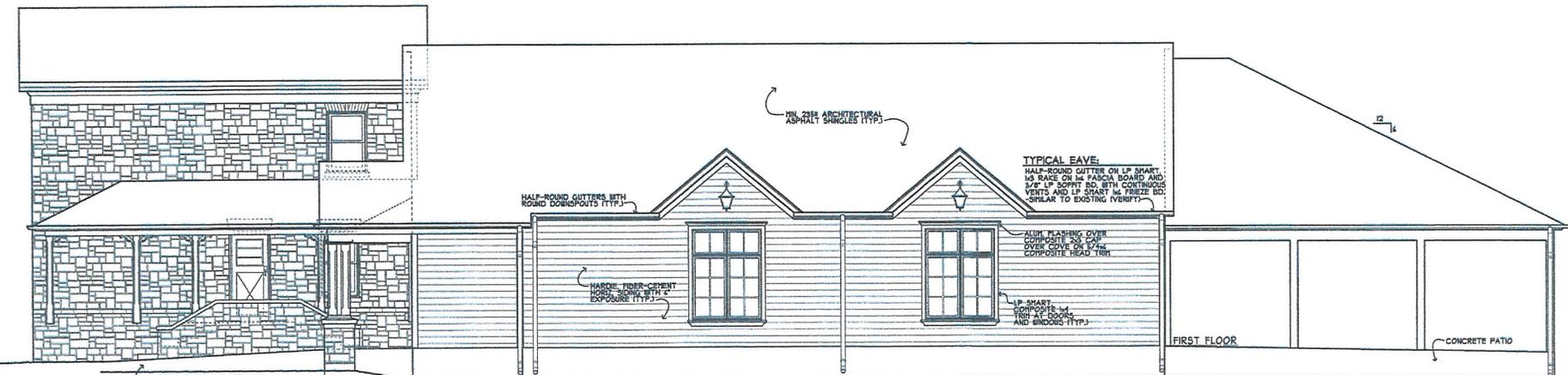
Project Plans/ Scope of Work

Estimate from McNally Construction Management dated 06/3/2020

Invoice from Marshall Architects, Inc dated 5/1/2020



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"

APR. 29, 2020 - DESIGN DEVELOPMENT



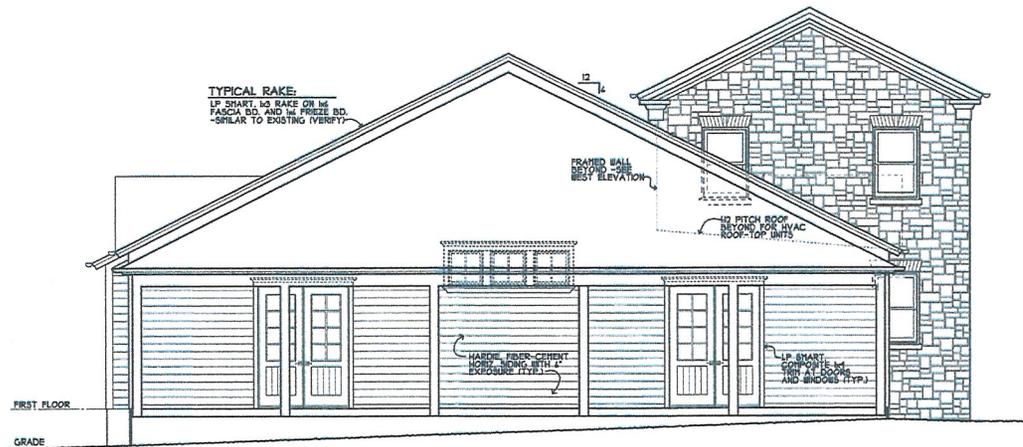
STATE OF ILLINOIS
DESIGN PRO
REGISTRATION NUMBER
18400511

FLOTTED: 1/24/2020

PROPOSED ADDITION AND ALTERATIONS AT:
316 CEDAR STREET
ST. CHARLES, ILLINOIS 60187
MCNALLY CONSTRUCTION MANAGEMENT FOR:
LANCE & KAREN RATELLA

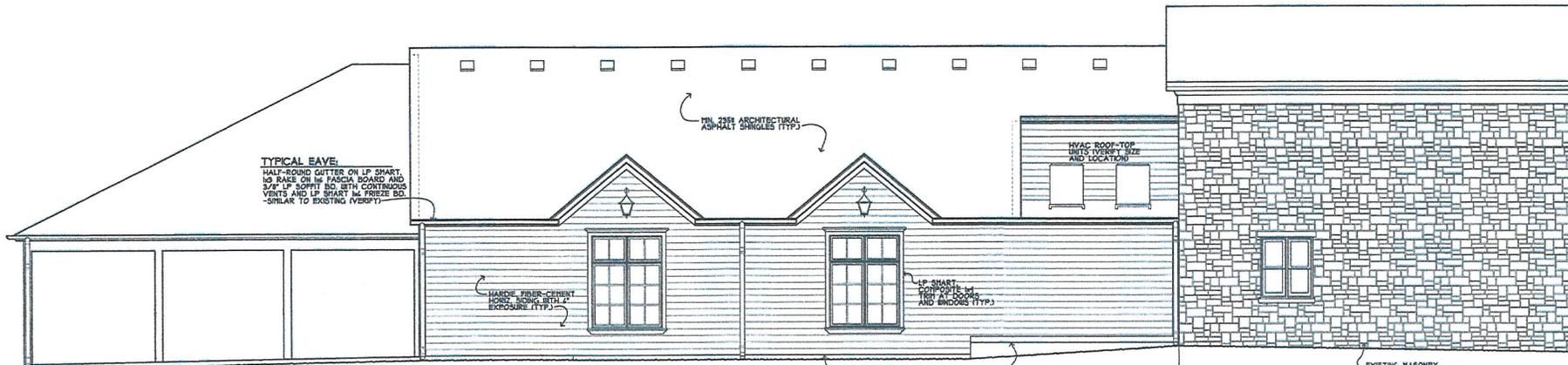
Revisions:	
Approved For:	
Commission:	2769
Issue Date:	
Drawn By:	CDZ
ELEVATIONS	

Sheet:
of: 5



NORTH ELEVATION

SCALE: 1/8" = 1'-0"



WEST ELEVATION

SCALE: 1/8" = 1'-0"

APR. 29, 2020 - DESIGN DEVELOPMENT



STATE OF ILLINOIS
DESIGN PROFESSIONAL REGISTRATION NUMBER
184,000,511

PROPOSED ADDITION AND ALTERATIONS AT:

316 CEDAR STREET

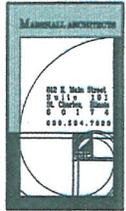
ST. CHARLES, ILLINOIS 60154
MCNALLY CONSTRUCTION MANAGEMENT FOR:
LANCE I KAREN RANIELLA

PLOTTED: 4/21/2020

Revisions:	
Commission:	2149
Issue Date:	
Drawn By:	CDZ
ELEVATIONS	

Sheet:

of 5



STATE OF ILLINOIS
DESIGN PRO
REGISTRATION NUMBER
14.00151

PROPOSED ADDITION AND ALTERATIONS AT:
316 CEDAR STREET
ST. CHARLES, ILLINOIS 62414
MCNALLY CONSTRUCTION MANAGEMENT FOR:
LANCE & KAREN RAHELIA

PLOTTED: 4/21/2020

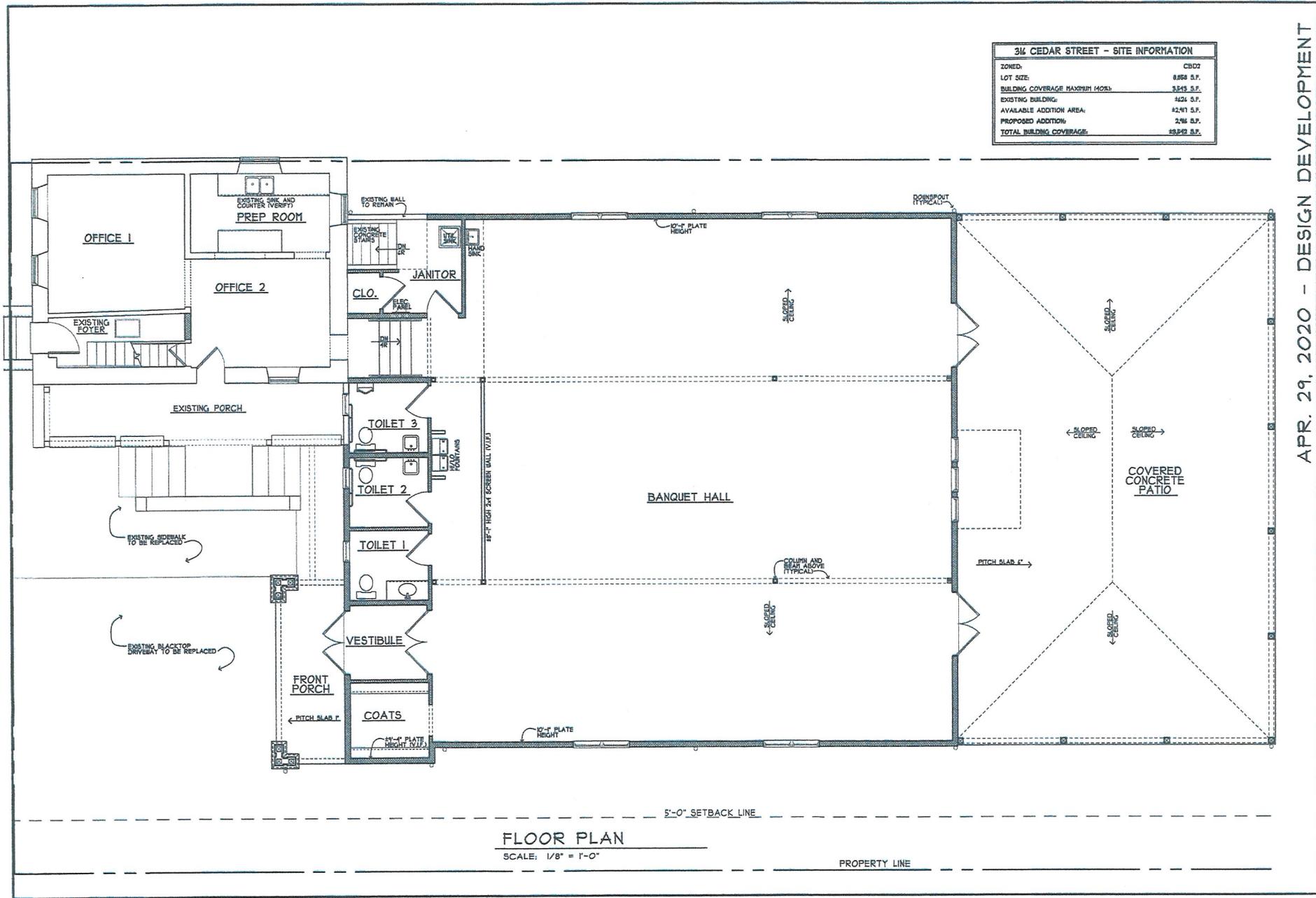
Revisions:

Commission: 2169
Issue Date:
Drawn By: CDZ
DESIGN PLANS

Sheet:

of 1

316 CEDAR STREET - SITE INFORMATION	
ZONED:	CB02
LOT SIZE:	8,858 S.F.
BUILDING COVERAGE MAXIMUM (MCS):	3,543 S.F.
EXISTING BUILDING:	424 S.F.
AVAILABLE ADDITION AREA:	4241 S.F.
PROPOSED ADDITION:	2,76 S.F.
TOTAL BUILDING COVERAGE:	5929 S.F.



316 Cedar Street Aerial



316 Cedar Street Front Elevation



View From Parking Lot – East Side of Showroom



Existing Garage



Eastside of Existing Building - Porch





McNALLY
CONSTRUCTION
MANAGEMENT

125 N 11th Ave St. Charles, Illinois 60174
630.584.7106

Job Name: Ramella Family Trust
Address 316 Cedar St. St Charles

DATE: 6/3/2020

ESTIMATED WORKSHEET By Elevation Costs						
		<u>Elevation cost Breakdown</u>				
<u>Category</u>		<u>Total Project</u>	<u>South</u>	<u>East</u>	<u>Dormers</u>	
Demolition		\$15,000.00	\$7,500.00	\$7,500.00		
Excavating		\$15,000.00	\$3,000.00	\$4,000.00		
Concrete		\$50,000.00	\$10,000.00	\$8,000.00		
Rough Framing Labor		\$50,000.00	\$7,500.00	\$7,500.00		\$2,000.00
Rough Framing Material		\$45,000.00	\$5,000.00	\$5,000.00		\$800.00
Plumbing Labor		\$20,000.00	\$1,000.00			
Electrical Labor 400 AMP		\$20,000.00	\$1,000.00	\$1,000.00		
Electrical Fixtures		\$10,000.00	\$1,000.00	\$1,000.00		\$1,000.00
Low Voltage & Security prewire		\$5,000.00	\$500.00	\$500.00		
Interior Trim Labor		\$15,000.00	\$500.00	\$500.00		
Interior Trim Material		\$15,000.00	\$200.00	\$200.00		
Roofing		\$22,000.00	\$2,500.00	\$5,000.00		\$1,000.00
Gutters		\$4,000.00	\$800.00	\$800.00		\$300.00
Insulation		\$10,000.00	\$1,250.00	\$1,250.00		\$250.00
Drywall		\$20,000.00	\$2,000.00	\$2,000.00		
Masonry Material & Labor		\$5,000.00	\$4,000.00	\$1,000.00		
Exterior Trim Material & Labor		\$29,000.00	\$11,600.00	\$5,800.00		\$2,000.00
Windows/Doors		\$25,000.00	\$10,000.00	\$4,000.00		
Wrought Iron		\$10,000.00	\$5,000.00			
Hardware: Interior & Exterior		\$15,000.00	\$5,000.00			
Painting Interior/Exterior		\$25,000.00	\$3,000.00	\$2,000.00		\$500.00
Dumpsters/ Port-o-lets		\$8,000.00	\$1,000.00	\$1,000.00		
Site Maintenance		\$5,000.00	\$500.00	\$500.00		
Professional Construction Cleaning		\$1,000.00	\$100.00	\$100.00		
Landscaping		\$20,000.00	\$5,000.00	\$5,000.00		
Grand Total		\$459,000.00	\$88,950.00	\$63,650.00		\$7,850.00
Eligible Improvements		220,000	51,400	31,100		7,350

812 E. Main Street | Suite 101 | St. Charles | Illinois | 60174



MARSHALL ARCHITECTS, Inc.

www.MarshallArchitects.com

630.584.7820

Date	Invoice #
5/1/2020	8285

INVOICE

Bill To
McNally Construction Management 125 N 11th Ave., Unit 5A St. Charles, IL 60174

TERMS	Due Date	Project
Net 30	5/31/2020	316 Cedar St. Facade

Item	Description	QTY	Rate	Amount
Principal Architect				
Existing Conditions	Hours	0.45	140.00	63.00
Design, Preliminary	Hours	6.5	140.00	910.00
Design Development	Hours	9.8	140.00	1,372.00
Construction Drawi...	Hours	2	140.00	280.00
Project Manager 1				
Existing Conditions	Hours	4.5	95.00	427.50
Design Development	Hours	6	95.00	570.00
Construction Drawi...	Hours	20.25	95.00	1,923.75
Drafting Assistant				
Existing Conditions	Hours	11.21	30.00	336.30
Total				\$5,882.55