	AGENDA ITEM EXECUTIVE SUMMARY Agenda Item Number: IL			: IL		
CITY OF ST. CHARLES	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 Samantha Cocroft (307 Illinois Ave.)				
ILLINOIS • 1834	<b>Presenter:</b>	Russ	sell Colby			
Meeting: City Council Date: July 20, 2020						
Proposed Cost: \$5,000		Budgeted Amount: \$10,000 (for residential Grant program)		Not Budgeted:		

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

#### **Program Description**

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.

#### **Proposal**

Samantha Cocroft, owner of 307 Illinois Ave. has requested a Residential Façade Improvement Grant to assist in funding the replacement of her vinyl siding and trim with a more appropriate siding material for the home. Ms. Cocroft is proposing to install James Hardie siding and trim, which would complement the style and architecture of the home more appropriately than the current vinyl siding.

The Historic Commission reviewed the grant for 307 Illinois Ave. and unanimously recommended approval on 6/17/2020.

The cost of eligible improvements is estimated at \$10,350. The grant would cover up to \$5,000.

#### **Attachments** (please list):

Historic Commission Resolution, City Council Resolution, Grant Agreement, Façade Improvement Grant Application

#### **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 Samantha Cocroft (307 Illinois Ave.)

City of St. Charles, Illinois

**Historic Preservation Commission Resolution No. 3-2020** 

A Resolution Recommending Approval of

**A Façade Improvement Grant Application** 

(307 Illinois Ave.)

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 307 Illinois 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 Facade 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 Facade Improvement Application; because the scope of

work will allow for the home to have a siding material that will be more appropriate to the original

structure and architectural style of the home.

Roll Call Vote:

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

Nays: None. Abstain: None

Absent: None. Motion Carried.

**PASSED,** this 17<sup>th</sup> day of June, 2020.

Chairma

# 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 Samantha Cocroft (307 Illinois Ave.)

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 Counti Illinois, this 20th day of July, 2020.	es,
PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of July, 2020.	
APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of July, 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 Samantha Cocroft

# CITY OF ST. CHARLES FACADE IMPROVEMENT AGREEMENT

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

**THIS AGREEMENT**, entered into this 20th day of July, 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: Samantha Cocroft

Tax ID# or Social Security #

For the following property:

Address of Property: 307 Illinois Ave.

PIN Number: 09-34-202-002

#### **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:**

	<b>Total Estimated Cost</b>	Reimbursement Percentage	Total Maximum Grant Amount
Routine Maintenance Improvements	\$	25%	
Historic Preservation Improvements	\$	50%	\$
<b>Building Improvements</b>	\$	50%	\$
Architectural Services	\$	100% (not to exceed \$4000)	\$
TOTAL	\$	-	\$

## **Residential Façade Grants:**

	<b>Total Estimated Cost</b>	Reimbursement Percentage	Total Maximum Grant Amount
Historic Preservation Improvements	\$10,350	50%	\$5,175
Architectural Services	\$	100% (not to exceed \$2000)	\$
TOTAL	\$10,350	-	\$5,175eligible/ \$5,000 max. grant

# EXHIBIT "II"

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

Attachments: Project Plans/ Scope of Work Estimate from Contractor

## FAÇADE IMPROVEMENT GRANT APPLICATION



COMMUNITY & ECONOMIC DEVELOPMENT DEPT. /PLANNING DIVISION

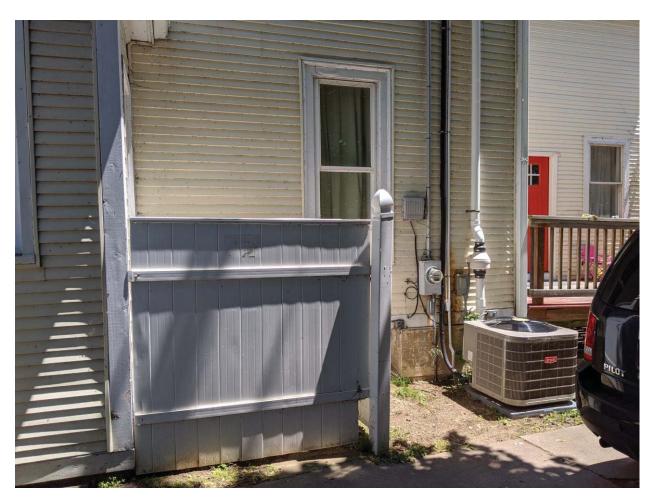
CITY OF ST. CHARLES

Grant Type (select one):	
☐ Commercial Residential	RECEIVED St. Charles, IL
Property Information:	
Building or establishment for which the reimbursement grant is requested:	JUN 1 5 2020
	CDD Planning District
Address: 307 Illinois Ave	Planning-Division
Property Identification Number:	
Applicant Name: Roosevelt & Samanthe	a Correct
	J.
Project Description:	
- Front Porch Facade and side yord Re - See Detailed Scope of work	noitation
- See Detailed Scape of work	
	-
Total Cost Estimate: \$39,970,00	
Submittal Checklist:	
\$50 Application Fee (Will drup of F)	
Detailed Scope of Work: Must identify all improvements, construction methods, build Costs must be broken down and itemized by task. In general, this scope of work should contractor(s) who will be completing the project.	ding materials to be used.  I be prepared by the
Documentation on Existing Conditions: Reports or photographs to demonstrate need	I for improvements.
W-9 Form: Filled out and signed by the grant applicant, with a Federal Tax ID Numb Number for an individual)	370

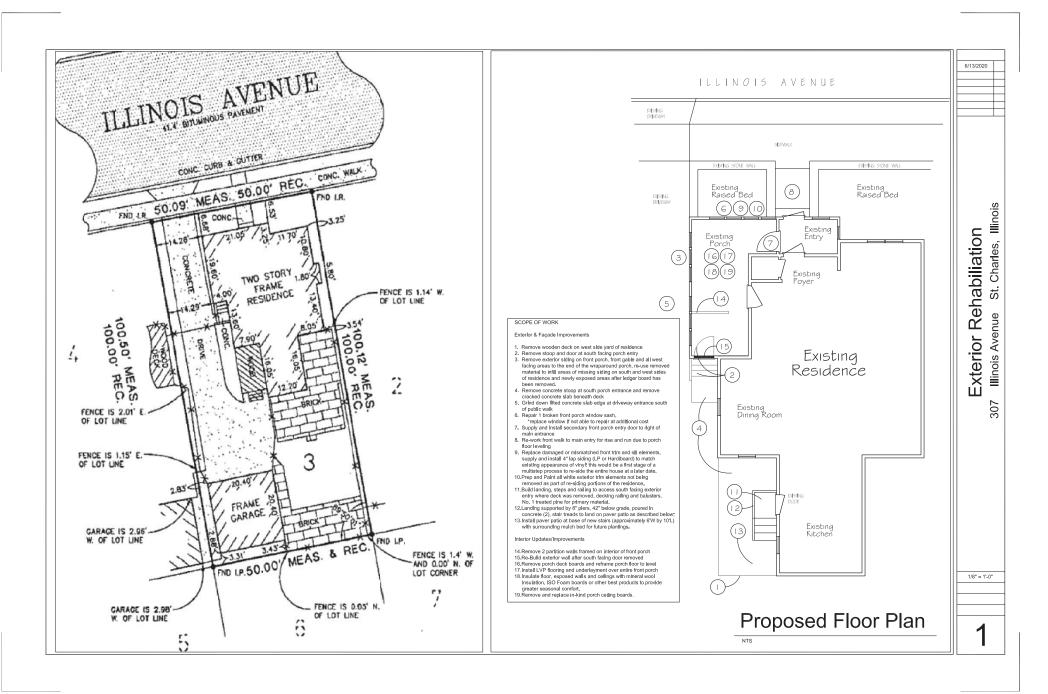
Applicant Contact Information: (Rosserelt) (Som continue)
Phone Number: (217) 549 - 4877 (331) 248-2345
Applicant Contact Information:  (Roose rel+) (Som on Hard)  Phone Number: (217) 549 - 4877 (331) 248-3345  Email Address: Sam, courfeld y mail, com
RECEIVED St. Charles, IL
Statement of Understanding:
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: 6/14/2020
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 307 Ilino, SAVE, 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: 6/14/3030













June 13th, 2020

# Front Porch, Façade and Side Yard Renovation Updated Estimate

Samantha Cocroft
315 South 5<sup>th</sup> Avenue
St. Charles, IL 60174

Sam.cocroft@gmail.com
331.248.2345 cell

MH Development Group Inc. proposes to perform the following scope of work at the above address;

#### Exterior & Façade Improvements

Remove wooden deck on west side yard of residence
Remove stoop and door at south facing porch entry
Remove exterior siding on front porch, front gable and all west
facing areas to the end of the wraparound porch, re-use removed material to infill
areas of missing siding on south and west sides of residence and newly exposed
areas after ledger board has been removed.

Remove concrete stoop at south porch entrance and remove cracked concrete slab beneath deck

Grind down lifted concrete slab edge at driveway entrance south of public walk Repair 1 broken front porch window sash, \*replace window if not able to repair at additional cost

Supply and install secondary front porch entry door to right of main entrance Re-work front walk to main entry for rise and run due to porch floor leveling Replace damaged or mismatched front trim and sill elements, supply and install 4" lap siding (LP or Hardiboard) to match existing appearance of vinyl; this would be a first stage of a multistep process to re-side the entire house at a later date.



Prep and Paint all white exterior trim elements not being removed as part of residing portions of the residence.

Build landing, steps and railing to access south facing exterior entry where deck was removed, decking railing and balusters, No. 1 treated pine for primary material. Landing supported by 8" piers, 42" below grade, poured in concrete (2), stair treads to land on paver patio as described below;

Install paver patio at base of new stairs (approximately 6'W by 10'L) with surrounding mulch bed for future plantings.

#### Interior Updates/Improvements

Remove 2 partition walls framed on interior of front porch
Re-Build exterior wall after south facing door removed
Remove porch deck boards and reframe porch floor to level
Install LVP flooring and underlayment over entire front porch
Insulate floor, exposed walls and ceilings with mineral wool insulation, ISO Foam
boards or other best products to provide greater seasonal comfort.
Remove and replace in-kind porch ceiling boards
Build landing, steps and railing to access south facing exterior entry where deck was
removed, decking railing and balusters, No. 1 treated pine for primary material.
City permit fees by owner.

Total Estimated Cost \$39,970.00

See Appendix A attached for financial breakdown of above scope.

\*Please note that this is a preliminary estimate and not an official contract; it has been provided by MH Development Group to facilitate discussions and review by the City of St. Charles Historical review board and or the St. Charles Building/Engineering Department(s). Final scope and cost will be determined upon receipt of review comments and or discussions with the owners of the residence and said City departments.

# APPENDIX A Eligible Facade Grant work is highlighted below

Cocroft Porch Remodel	307 Illinois Avenue, St. Charles IL 60174	
Category	Scope Description	General Estimate
Exterior Work	*this is a rough estimate and not an official proposal	
Removal of Back Deck Hauling Concrete Work New Concrete work	Complete tear out and removal of back deck Removing and disposing of all construciton debris offsite Remove stoop, remove cracked slab, haul off and grind down raised portion of driveway Pour 2 piers to support stoop and and slab to receive risers down to patio	\$ 1,040.00 \$ 250.00 \$ 1,400.00 \$ 700.00
Construct new Landing and stairs	Materials and labor to build landing, railing and grab rail down from side entry (No. 1 Treated Pine)	\$ 1,900.00
Exterior door Supply (Exterior Trim and siding)	Remove existing vinyl siding, supply and install exterior siding/trim materials; north façade and 2nd story west facing elevation to the return of front porch building line, includes 1/4" foam board and	\$ 1,800.00 \$ 8,250.00
Landscaping/Patio work Window sash repair Carpentry Labor Exterior Painting Re-configure concrete at front entry	Tvvek or equal vapor barrier Install paver patio where old deck was removed, 12' by 6' with mulch bed perimeter Repair Broken window pane Install 1 exterior door & hardware, porch flooring and proch ceiling boards touch up and prep all exterior trim elements at front façade, re-seal and paint Due to leveling of porch floor, tear out or re-work front concrete walk/steps to due to increase in	\$ 3,500.00 \$ 450.00 \$ 1,400.00 \$ 2,100.00 \$ 1,900.00
General Contracting & Project Admin.	Materials purchase/delivery, financials, subcontractor scheduling, design and implementation	\$ 2,000.00
	Subtotal for all Exterior Work	\$ 26,690.00
Interior Work		
Construction Debris Container General Contracting Project Admin. General Demolition and Removal Framing of porch floor Framing materials Insulation Work * before installing subfloor Porch Ceiling	Estimation of 1 20 yard container for all construction waste over course of project Materials purchase/delivery, financials, subcontractor scheduling, design and implementation Remove porch parition walls, flooring, drywall, cabinetry, ceiling boards etc.  Labor to complete rough framing (to level) and sheathing of porch floor 2*6 floor joists, 3/4" T&G subfloor, required misc. materials and hardware Supply and install ceiling and flooring insulation batts, supported by 1/2" foam insulation board from beneath  Supply and install 1*4 T&G ceiling boards Pine or fir	\$ 450.00 \$ 1,520.00 \$ 2,630.00 \$ 1,560.00 \$ 780.00 \$ 1,940.00 \$ 1,900.00
Misc. drywall repair and painting	Mold/mildew resistant drywall materials for all repairs	\$ 1,400.00
New porch Flooring	Supply and install Luxury Vinyl plank flooring over installed subfloor	\$ 1,100.00
	Subtotal for all Interior Work	\$ 13,280.00
	General Estimate for Costs for Scope as outlined above	\$ 39,970.00