		AGENDA ITEM EXECUTIVE SUMMARY						
		Title:	Recommendation to approve a Façade Improvement Grant Agreement for 314 W. Main St. (J&C Business Services).					
		Presenter:	Russell Colby					
<i>Please check appropriate box:</i>								
	Government Operations				Government Services			
X	Planning & Development (5/13/13)				City Council			
Estimated Cost:	\$13,333			Budgeted:	YES	X	NO	
If NO, please explain how item will be funded:								
Executive Summary:								
<p>Al Justiniano on behalf of J&C Business Services, owner of the building at 314 W. Main St., has applied for Façade Improvement Grant funding.</p> <p>The Façade Improvement Grant program provides assistance to property owners and commercial tenants to rehabilitate and restore the exterior of buildings in the downtown. Grant funding is available first for buildings located in Special Service Area 1B (Downtown Revitalization) and secondarily for other properties located outside SSA 1B but within the Central Historic District. Applications are first reviewed by the Historic Preservation Commission for appropriateness of design. The grants are provided as a reimbursement for up to 50% of the funds invested into an exterior rehabilitation project, up to \$10,000 for a 30 ft. length of building façade. There is a limit of \$20,000 of grant funds per property in any 5 year period. The program budget for FY 13-14 is \$40,000.</p> <p>The project scope includes reconfiguring the entryways to the first and second floor of the building, installing new canopies over the entryways, and replacing the second floor casement windows.</p> <p>The Historic Preservation Commission recommended approval of the grant on March 20, 2013.</p> <p>The proposed cost of work is approximately \$44,000. The Façade Grant would fund a maximum of \$13,333 based on the 40 ft. width of the facade.</p>								
Attachments: <i>(please list)</i>								
Façade Improvement Grant Application Photo of the building Elevation drawing showing proposed improvements Façade Improvement Grant Agreement								
Recommendation / Suggested Action <i>(briefly explain):</i>								
Recommendation to approve a Façade Improvement Grant Agreement for 314 W. Main St. (J&C Business Services).								
<i>For office use only:</i>		<i>Agenda Item Number: 4c</i>						

Received 2/1/13

**CITY OF ST. CHARLES
FACADE IMPROVEMENT PROGRAM
APPLICATION FORM**

A non-refundable fee of \$50.00 must accompany this application. Checks should be made payable to the City of St. Charles.

1) Applicant: J&C Business Services (Al Justiniano)
(Name)

Home Address: 39W851 Carl Sandburg Rd St Charles, IL 60175 630-443-7334
(Street) (City/State/Zip) (Phone)

Business Address: 314 W Main St St Charles, IL 60174 630-443-7334
(Street) (City/State/Zip) (Phone)

Federal Tax ID Number: 46-1371296

2) Building or establishment for which the reimbursement grant is sought

314 W Main St
(Street Address)

09-27-361-007
(Property Identification Number)

3) Is this property listed on the National Registry or designated as a Local Landmark: Yes No

4) Proposed Improvements(Check all that apply):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Canopy/Awning | <input checked="" type="checkbox"/> Signage |
| <input checked="" type="checkbox"/> Windows/Doors | <input checked="" type="checkbox"/> Exterior Lighting |
| <input checked="" type="checkbox"/> Tuck pointing/Masonry Repair | <input checked="" type="checkbox"/> Restoration of Architectural Features |
| <input checked="" type="checkbox"/> Masonry Cleaning | <input type="checkbox"/> Rear Entrance Improvements(Please specify below) |
| <input checked="" type="checkbox"/> Painting | |
| <input checked="" type="checkbox"/> Other(Please Specify) <u>Front stairs / porch</u> | |

Describe the scope and purpose of the work to be done:

Redo the entire front façade of building focusing on door front entrances to apartments and store, repair and replace front windows as needed.

Preliminary Cost Estimate: \$44,223

City's Grant Amount: \$ _____

4) Statement of Understanding:

- A. I agree to comply with the guidelines and procedures of the St. Charles Façade Improvement Program.
- B. 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.
- C. I understand that work done before a Façade Improvement Agreement is approved by the City Council is not eligible for a grant.
- D. 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 _____
Applicant

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 _____



CAMERON CONSTRUCTION

150 PICASSO
ST. CHARLES, IL.
60175

Estimate

Date	Estimate #
1/31/2013	1367

Name / Address
314 West Main St. St. Charles, Il.

			Project
Description	Qty	Rate	Total
Plans		0.00	0.00
permits		350.00	350.00
Demo		2,400.00	2,400.00
Excavation		3,560.00	3,560.00
Rework drainage		2,700.00	2,700.00
Concrete		7,700.00	7,700.00
Cut in new door, brick in existing window, apply stone work		6,550.00	6,550.00
doors installed		8,523.00	8,523.00
Electrical & Lighting		1,740.00	1,740.00
sign		1,500.00	1,500.00
Millwork & Trim, build second floor covered entry, finish interior		4,700.00	4,700.00
from adding door and covering window			
Iron hand rails and gates		2,300.00	2,300.00
Landscaping & Paving		1,400.00	1,400.00
remove waste		800.00	800.00
		Total	\$44,223.00

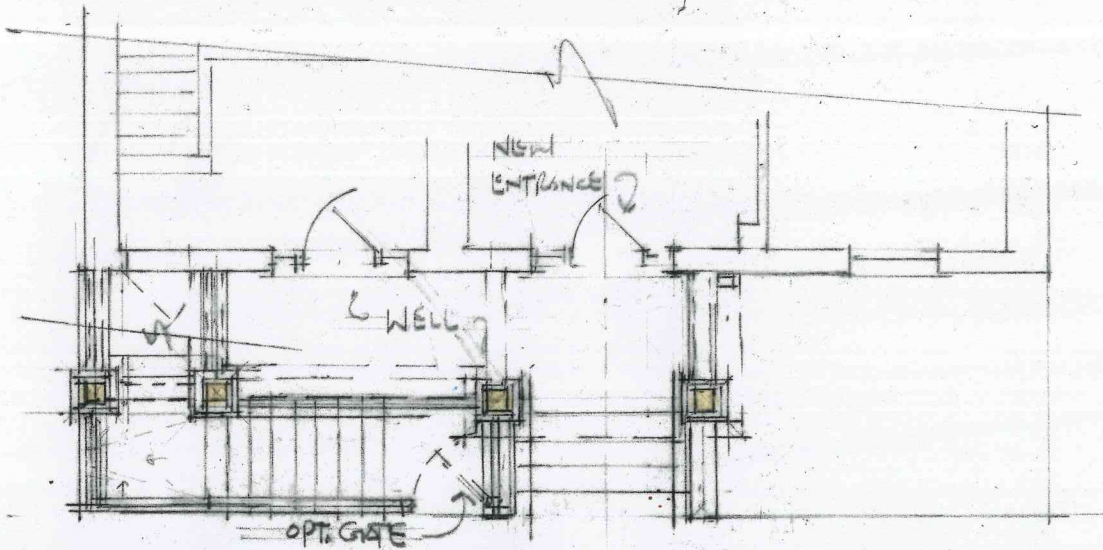


SPEED
LIMIT
25

High
Definition
Systems, Inc.

Audio Video Home Theater

For Sale
7,176 SF Building
630 573 7088
Brenda Bell



PROPOSED ALTERATIONS - 314 W. MAIN - ST. CHARLES, IL. - PRELIM. DESIGN 2-10-13
 FOR: MR. AL JUSTINIANO BY: MARSHALL ARCHITECTS

CURBS ↘



**City of St. Charles
Facade Improvement Agreement**

THIS AGREEMENT, entered into this 20th day of May, 2013, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: Al Justiniano
Name of Business: J&C Business Services
Tax ID#/Social Security #
Address of Property to be Improved: 314 W. Main St., St. Charles, IL 60174
PIN Number: 09-27-361-007

WITNESSETH:

WHEREAS, the CITY has established a Facade Improvement Program for application within the St. Charles Facade Improvement Business District ("District"); and

WHEREAS, said Facade Improvement Program is administered by the CITY with the advice of the Historic Preservation Commission and is funded from the general fund for the purposes of controlling and preventing blight and deterioration within the District; and

WHEREAS, pursuant to the Facade Improvement Program CITY has agreed to participate, subject to its sole discretion, 1) in reimbursing Owners/Lessees for the cost of eligible exterior improvements to commercial establishments within the District up to a maximum of one-half(1/2) of the approved contract cost of such improvements and 2) in reimbursing Owners/Lessees for 100% of the cost of the services of an architect for such facade improvements up to a maximum of \$4,000 per building, as

set forth herein, but in no event shall the total CITY participation exceed ten thousand dollars (\$10,000) per facade, as defined herein, for eligible improvements to the front and/or side of a building, and ten thousand dollars (\$10,000) per building for eligible rear entrance improvements, with a maximum reimbursement amount of twenty thousand dollars(\$20,000) per building; and

WHEREAS, the OWNER/LESSEE's property is located within the Facade Improvement Business District, and 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 facade improvements to the front and side of a building and related eligible improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of fifty percent (50%) of such cost, and shall reimburse OWNER/LESSEE for 100% of the cost of fees for architectural services pertaining to such improvements, up to a maximum amount of \$4,000 per building as defined herein, provided that the total reimbursement for improvements to the front and side of a building and related eligible improvements and architectural services shall not exceed ten thousand dollars (\$10,000) per facade as defined herein.

B. With respect to improvements to rear entrance(s) of a building and related eligible improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of fifty percent(50%) of such cost, and shall reimburse OWNER/LESSEE for 100 % of the cost of fees for architectural services pertaining to such improvements, up to a maximum amount of \$4,000 per building, provided that reimbursement for landscaping materials and installation shall not exceed \$1,000 per building, and provided that the total

reimbursement for rear entrance and related eligible improvements and architectural services shall not exceed ten thousand dollars(\$10,000) per building.

The actual total reimbursement amounts per this Agreement shall not exceed **\$13,333** for facade improvements to the front and side of a building and related eligible improvements and \$0 for improvements to rear entrance(s) of a building and related eligible improvements. 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 I.

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 six months from the date of such approval.

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 permit inspection by the Building Commissioner and Building Inspectors. 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 for one-half of the approved construction cost estimate or one-half of the actual construction cost, whichever is less, and for 100% of architectural services fee, subject to the limitations set forth in Section 1 hereof.

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 Section 1 hereof and 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, then upon written notice being given by the Director of Community Development to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

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. OWNER/LESSEE shall execute and record a restrictive covenant, in a form substantially the same as Exhibit "II" hereto, at City's request.

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"

Proposal from Cameron Construction: \$44,223

Total Estimated Cost: \$44,223
Maximum Grant: \$13,333