

		AGENDA ITEM EXECUTIVE SUMMARY					
		Title:	Recommendation to approve a Façade Improvement Grant Agreement for 117 E. Main St. (Berry's Barbershop)				
		Presenter:	Russell Colby				
<i>Please check appropriate box:</i>							
	Government Operations		Government Services				
X	Planning & Development (5/12/14)		City Council				
Estimated Cost:	\$10,000	Budgeted:	YES	X	NO		
If NO, please explain how item will be funded:							
Executive Summary:							
<p>Michael Hayden of Berry's Barbershop has requested a Façade Improvement Grant to assist with funding a renovation of the storefront and new signage. Work includes repair of the entry stairs, repair of the storefront windows, and replacement of the vertical siding panels on the storefront with a more appropriate design.</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 14-15 is \$40,000.</p> <p>The Historic Preservation Commission reviewed the grant and recommend approval on 5/7/14, subject to the applicant obtaining a Certificate of Appropriateness for the final design of the storefront residing.</p> <p>The cost of the work is estimated at approximately \$20,000 and the grant would cover up to \$10,000.</p>							
Attachments: <i>(please list)</i>							
Façade Improvement Grant Application, Grant Agreement							
Recommendation / Suggested Action <i>(briefly explain):</i>							
Recommendation to approve a Façade Improvement Grant Agreement for 117 E. Main St. (Berry's Barbershop)							
<i>For office use only:</i>		<i>Agenda Item Number: 3f</i>					

Received 5/5/14

**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: Michael Hayden / John Gentile Jr.
(Name)

Home Address: 536 Meadowview Dr. West Chicago IL 60185
(Street) (City/State/Zip)

Business Address: 117 E Main St. St. Charles IL 60174
(Street) (City/State/Zip)

Federal Tax ID Number: _____

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

117 E Main St. St. Charles IL 60174
(Street Address)

09-27-389-006

(Property Identification Number)

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

3) Proposed Improvements(Check all that apply):

- | | |
|--|---|
| <input 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 type="checkbox"/> Restoration of Architectural Features |
| <input type="checkbox"/> Masonry Cleaning | <input type="checkbox"/> Rear Entrance Improvements(Please specify below) |
| <input checked="" type="checkbox"/> Painting | |
| <input type="checkbox"/> Other(Please Specify) _____ | |

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

See Attached

Preliminary Cost Estimate: \$ 20,000

City's Grant Amount: \$ 10,000

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 Michael C. Doyle / John Gentile
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 117 E Main St., 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 [Signature] Date April 1 2014
Owner

BERRY'S BARBER SHOP





Please sign and fax to 630-293-7310 or email approval or changes to design@signarama-westchicago.com.

Spelling is your responsibility. Sizes are noted. Drawing is not to scale.

Colors will vary from electronic proof. If color is critical, a digital printout of part of your order will need to be printed and approved by you prior to completion of order. This will require an extra cost of \$25.

- PLEASE MARK ONE: approved as is
- Change noted, please send new proof: (up to 3 proofs provided at no charge)
- Color is critical. Please print out a color sample for approval at an additional cost of \$25.00.

Proof Created:
Current Date: 4/1/2014
Current Time: 8:58:56 AM

WIP #: 00
Sales Rep:00

Signarama
The way to grow your business.

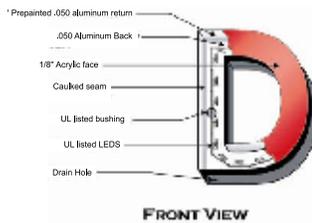
946 N. Neltner, Unit 114, West Chicago, IL 60185
Phone: 630-293-7300 Fax: 630-293-7310
Website: www.signarama-westchicago.com
Email: design@signarama-westchicago.com

Signature: _____

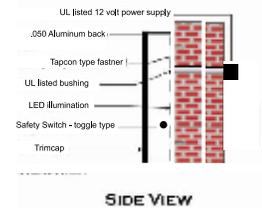
Date: _____



Qty. 1, lighted cabinet on front of building.
Illuminated with LED
BLUE jewelite
BLUE returns



Qty. 1, lighted cabinet on corner of building.
Illuminated with LED
BLUE jewelite
BLUE returns



From:
Braeburn Construction (Peter Fichtner)
322 S Jackson st
Batavia, IL 60510
630-326-9170
www.braeburncons@yahoo.com

To:
Berry's Barbershop
Michael Hayden
117 E Main St
St. Charles, IL 60174

Date: 3/27/2014
Invoice# 2714

Work to be performed at:
Same

Work to be performed: All efforts will be made to preserve historical and architectural integrity,

- * replace front façade with owner approved materials necessary to complete the upgrade of the barber shop area only
- Specifically including the following: Rip and remove only as needed any rotted or broken material to dumpster or private hauler.
- Accommodate new siding and trim elements utilizing weather proof materials such as cement or cedar siding and trim. Caulk and Paint all new work 2 coats
- *Replace and re-trim steal basement entry door with fire rated unit, owner approved door (code approved)
- * replace concrete stoop
- * install pan and drain line for A/C
- * install approved handrail
- * price includes safety measures for sidewalk
- * removal of all debris
- * permits and fees
- * insurance costs

All material is guaranteed to be specified, and the above work to be performed in accordance with the drawings and specifications for above work and completed in substantial workmanlike manner for the sum of:

Total = \$10,000.00 Cash or check. Add 5% for credit cards.

Payment schedule
Deposit = \$5,500.00
Final upon completion = \$5,500.00

Options:

Delivery time on material is approximately 1 weeks from order date. Approximate completion time shall be 6-7 Business days.

Braeburn Construction, Inc shall be responsible for all permits and fees applicable.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents, weather or delays beyond our control. X- _____

Note - This proposal may be withdrawn by us if not accepted within 30 days.

Peter Fichtner _____ Date _____ Customers signature _____ Date _____

R&B

GLASS Corp



720 N 17TH STREET
ST. CHARLES IL 60174
(630)549-0280 Fax:(630)945-3922

Date: 03/26/2014

Quote: 58

Customer

BERRY'S BARBERSHOP/ MICHAEL HAYDEN
117 E MAIN ST.
SAINT CHARLES IL 60174

H (630)584-2503 W (630)584-2503

Csr:EB Tech: PO Terms: C.O.D

<u>Qty</u>	<u>Part / Description</u>	<u>Item Total</u>
1	ALU- DARK BRONZE - ALUMINUM- 2" x 4 1/2" US Aluminum store front , tempered safety glass with logo.	7,426.79

Notes: A 50% deposit is needed to place this custom order.

Job Site: BERRY'S BARBERSHOP/ MICHAEL HAYDEN
117 E MAIN ST.
SAINT CHARLES IL 60174

Signature _____

<u>Labor</u>	<u>Tax</u>	<u>Total</u>	<u>Payments</u>	<u>Balance</u>
2,000.00	447.71	7,874.50	0.00	7,874.50

Sign*A*Rama West Chicago
 JRC Enterprises LLC
 946 N. Neltor Blvd # 114
 West Chicago IL 60185
 United States
 Phone: (630)293-7300 Fax : (630)293-7310
 info@signarama-westchicago.com
 www.signarama-westchicago.com



Quote 2037 - Illuminated Box Sign	Expiration Date : 04/12/2014
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Quote for	Contact	Shipping/Install
Berry's Barber Shop 619 W. Main St. St. Charles IL 60185 United States	Michael Hayden Phone : 1(630) 584-2503 Email : MichaelCHayden@comcast.net Address : 619 W. Main St. St. Charles IL 60185 United States	

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
2037	03/28/2014	John Catalano jc@signarama-westchicago.com			

Items

#	Item	Qty	Unit Price	Total	Tax
1	Custom Cabinets Custom Cabinets : Includes : 1.0 Hrs Installation Subcontracted - Installation Subcontracted	1	\$3,130.00	\$3,130.00	\$192.20

Total

Sub Total	Total Tax	Final Price
\$3,130.00	\$192.20	\$3,322.20

Downpayment(50.0 %)	\$1,661.10
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Terms And Conditions Invoices & Cancellation of Orders: Sign-A-Rama (Vendor) prepares your order according to your specifications. Therefore, prior to its commencement, your order is only cancelable with the Vendor's prior written consent. After commencement of your order (the point at which materials are assembled and work has begun), your order is non-cancelable. The Customer is Solely Responsible for Proofreading Vendor does not assume any responsibility for the correctness of copy. Therefore, you must review and sign a proof prior to our commencement of your order. By signing your proof, you approve of its content and release the Vendor to commence our work. You are solely responsible for the content of the proof once it has been signed. However, if we should make an error in producing the work as proofed, please be assured that we will redo the work as quickly as possible and without charge to you. Vendor's Liability Vendor's total liability is hereby expressly limited to the services indicated on the invoice and Vendor will not be liable for any subsequent damages, consequential damages, or otherwise. All dates promised on this invoice are approximations unless the word "firm" is written and acknowledged by the Vendor.

Terms of Payment: Upon ordering, you must give Vendor a 50% deposit. Your balance will be due upon delivery and/or installation. Vendor may, at its sole discretion, extend credit terms to you upon approval. Collection Procedures: Invoices are considered delinquent thirty (30) days from the date that your order is completed. After the thirtieth day, a late charge of \$25.00, together with interest accruing at the rate of 1.5% per annum, or the maximum rate allowable by law is assessed. You shall be liable for all costs related to collection of delinquent invoices, including court costs and attorney's fees. Customer's Acceptance of Work: Customer's acceptance, either personal or through his/her agent(s) and/or employee(s) of the work ordered shall be deemed as full acceptance. This means that by accepting delivery of the work, customer affirms that the work substantially conforms to all expectations. Lost or Substantially Forgotten Work: If customer does not take possession of completed work within thirty (30) days from notification of completion, then the work will be considered lost or forgotten, and vendor will not be responsible for further loss. Customer will be billed and responsible for payment for work that has been completed

for **Berry's Barber Shop**

Signature	Date
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Sign*A*Rama West Chicago
 JRC Enterprises LLC
 946 N. Neltor Blvd # 114
 West Chicago IL 60185
 United States
 Phone: (630)293-7300 Fax : (630)293-7310
 info@signarama-westchicago.com
 www.signarama-westchicago.com



Quote 2044 - Illuminated Box Sign (Side of Building)2

Expiration Date : 04/16/2014

Quote for	Contact	Shipping/Install
Berry's Barber Shop 619 W. Main St. St. Charles IL 60185 United States	Michael Hayden Phone : 1(630) 584-2503 Email : MichaelCHayden@comcast.net Address : 619 W. Main St. St. Charles IL 60185 United States	

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
2044	04/01/2014	John Catalano jc@signarama-westchicago.com			

Items

#	Item	Qty	Unit Price	Total	Tax
1	Custom Cabinets Custom Cabinets : Side of Building Includes : 1.0 Hrs Installation Subcontracted - Installation Subcontracted	1	\$1,700.00	\$1,700.00	\$108.50

Total

Sub Total	Total Tax	Final Price
\$1,700.00	\$108.50	\$1,808.50

Downpayment(50.0 %)	\$904.25
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Terms And Conditions Invoices & Cancellation of Orders: Sign-A-Rama (Vendor) prepares your order according to your specifications. Therefore, prior to its commencement, your order is only cancelable with the Vendor's prior written consent. After commencement of your order (the point at which materials are assembled and work has begun), your order is non-cancelable. The Customer is Solely Responsible for Proofreading Vendor does not assume any responsibility for the correctness of copy. Therefore, you must review and sign a proof prior to our commencement of your order. By signing your proof, you approve of its content and release the Vendor to commence our work. You are solely responsible for the content of the proof once it has been signed. However, if we should make an error in producing the work as proofed, please be assured that we will redo the work as quickly as possible and without charge to you. Vendor's Liability Vendor's total liability is hereby expressly limited to the services indicated on the invoice and Vendor will not be liable for any subsequent damages, consequential damages, or otherwise. All dates promised on this invoice are approximations unless the word "firm" is written and acknowledged by the Vendor.

Terms of Payment: Upon ordering, you must give Vendor a 50% deposit. Your balance will be due upon delivery and/or installation. Vendor may, at its sole discretion, extend credit terms to you upon approval. Collection Procedures: Invoices are considered delinquent thirty (30) days from the date that your order is completed. After the thirtieth day, a late charge of \$25.00, together with interest accruing at the rate of 1.5% per annum, or the maximum rate allowable by law is assessed. You shall be liable for all costs related to collection of delinquent invoices, including court costs and attorney's fees. Customer's Acceptance of Work: Customer's acceptance, either personal or through his/her agent(s) and/or employee(s) of the work ordered shall be deemed as full acceptance. This means that by accepting delivery of the work, customer affirms that the work substantially conforms to all expectations. Lost or Substantially Forgotten Work: If customer does not take possession of completed work within thirty (30) days from notification of completion, then the work will be considered lost or forgotten, and vendor will not be responsible for further loss. Customer will be billed and responsible for payment for work that has been completed

for **Berry's Barber Shop**

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

THIS AGREEMENT, entered into this 19th day of May, 2014, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: Michael Hayden/John Gentile Jr.
Name of Business: Berry's Barbershop
Tax ID#/Social Security #
Address of Property to be Improved: 117 W. Main St., St. Charles, IL 60174
PIN Number: 09-27-389-006

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 **\$10,000** 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 for Façade Repair: \$10,000
Proposal for Window Repair: \$7,426
Proposal for Signs: \$5,130

Total Estimated Cost: \$22,556
Maximum Grant: \$10,000