ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	
	Title:	Recommendation to approve a Facade Improvement Grant Agreement for 111 E. Main St. (Riverview Counseling Services)
	Presenter:	Russell Colby

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development (5/11/15)		City Council

Estimated Cost:	$10,000	Budgeted:	YES	X	NO	

If NO, please explain how item will be funded:

Executive Summary:

DB Partnership LLC has requested a Façade Improvement Grant to assist with funding renovations to the storefront. The existing wood storefront is rotting. Proposed is replacement of the wood with EIFS/Dryvit on the upper portion of the storefront and brick beneath the windows. The cast iron columns on either side of the storefront are proposed to be restored and light fixtures are proposed above the sign panel.

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 15-16 is $40,000.

The Historic Preservation Commission reviewed the grant and recommended approval on 3/4/15.

The cost of the work is estimated at $21,222 and the grant would cover up to $10,000.

Attachments: *(please list)*

Historic Preservation Commission recommendation, Façade Improvement Grant Application, Grant Agreement

Recommendation / Suggested Action *(briefly explain)***:**

Recommendation to approve a Facade Improvement Grant Agreement for 111 E. Main St. (Riverview Counseling Services)

For office use only:	*Agenda Item Number:* 3e

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 2-2015

A Resolution Recommending Approval of A Façade Improvement Grant Application (111 E. Main St. – Riverview Counseling Services)

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 111 E. Main St., 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 approval of said Facade Improvement Application to be in the best interest of the City of St. Charles.

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council approval of the Facade Improvement Application for 111 E. Main St.

Roll Call Vote:
Ayes: Bobowiec, Gibson, Malay, Norris, Pretz
Nays: None
Abstain: None
Absent: Withey
Motion Carried.

PASSED, this 4th day of March, 2015.

_____
Chairman

Received 11/17/19

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: DB PARTNERSHIP LLC
(Name)

Home Address: ___ LLC

Business Address: 111 E. MAIN ST., ST. CHARES, IL 60174
(Street) (City/State/Zip) (Phone)

Federal Tax ID Number: _____

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

111 E. MAIN STREET, ST. CHARLES, IL 60174
(Street Address)

09-27-389-003
(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):

- ☐ Canopy/Awning
- ☐ Windows/Doors
- ☐ Tuck pointing/Masonry Repair
- ☐ Masonry Cleaning
- ☒ Painting
- ☒ Other(Please Specify) REPLACE EXTERIOR FACING ON FRONT FACADE
- ☐ Signage
- ☒ Exterior Lighting
- ☒ Restoration of Architectural Features
- ☐ Rear Entrance Improvements(Please specify below)

Describe the scope and purpose of the work to be done:
WE WILL BE REPLACING THE EXISITING EXTERIOR PLYWOOD (WHICH IS ROTTING) ON THE BOTTOM HALF OF THE BUILDING BY EXTENDING DOWN THE DRYVIT FROM THE TOP OF THE BUILDING AND ADDING A 2½ FT BRICK ACCENT RUNNING ALONG THE BOTTOM; WE WILL ALSO BE ADDING EXTERIOR LIGHTING FOR SIGNAGE AND RESTORING THE ORIGINAL DECORATIVE CAST IRON COLUMNS LOCATED ON BOTH SIDES OF BUILDING.

Preliminary Cost Estimate: $ 21,222.00 City's Grant Amount: $ 10,000.00

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 Cheryl Berry
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_____
Owner

CONSTRUCTION SERVICES
OF NORTHERN ILLINOIS

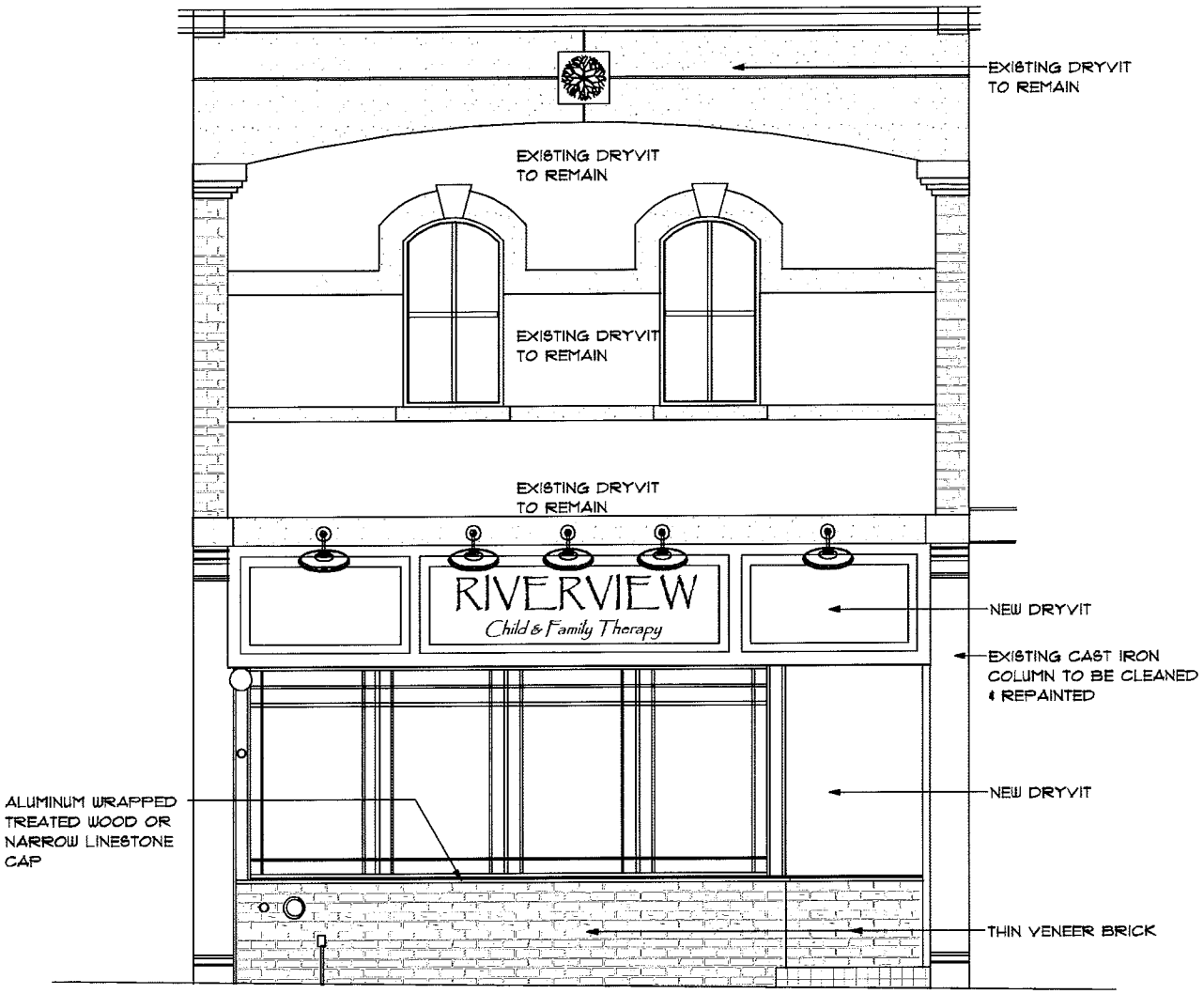
2-Feb-15

Riverview Counseling Building
111 E. Main
St. Charles, IL

Façade Renovation Budget

Item		Amount
Building Permit- Allowance Value		$500
Fence/Barricade Public Walk		$750
Demolition of existing		$2,760
Electric: Install 5 exterior light fixtures plus time clock		$2,450
Exterior light fixture allowance	5 units @ $250	$1,250
Interior drywall repair		$560
Masonry installation		$4,806
EFIS installation		$2,920
Interior/Exterior Painting		$1,280
Fire Sprinkler work on exterior valve/horn		$600
Refuse removal		$450
Cleaning		$350
General Contractor overhead, profit, insurance		$2,546
Total Project Budget		**$21,222**

38W304 Deerpath • Batavia, IL • 60510 • Phone: 630.406.1703 • Fax: 630.406.9984
A Division of Territorial Development, Inc.



NEW FRONT ELEVATION

SCALE: 1/4" = 1'-0"

111 EAST MAIN ST. CHARLES

111 E. Main St.

Riverview Counseling Services, Ltd.

111

VIEW
nerapy
111
GEO
- Family Therapy
- Social Skills Groups
- Parenting Support
- Behavior Assessments
- Diagnostic & Academic
Testing
630-587-3777

111
Summer
Programs
630-587-3777

City of St. Charles
Facade Improvement Agreement

THIS AGREEMENT, entered into this 18th day of May, 2015, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name:	Doug & Cheryl Denz, DB Partnership LLC
Name of Business:	Riverview Counseling Services, Ltd.
Tax ID#/Social Security #	45-5548485
Address of Property to be Improved:	111 E. Main St., St. Charles, IL 60174
PIN Number:	09-27-389-003

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 and Economic 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 and Economic 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 and Economic 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 and Economic 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 and Economic 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 Construction Services of Northern Illinois dated 2/2/15: $21,222 (estimate)

Total Estimated Cost: $21,222
Maximum Grant: $10,000