ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	
	Title:	Recommendation to approve a Facade Improvement Grant Agreement for 11 N. 3rd St.
	Presenter:	Russell Colby

Please check appropriate box:

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

Estimated Cost:	$20,000	Budgeted:	YES	X	NO	

If NO, please explain how item will be funded:

Executive Summary:

Terry Grove has requested a Façade Improvement Grant to assist with funding renovations to the multi-tenant building known as Old St. Charles Place. Proposed is the replacement of deteriorating elements of the building including all wood trim and accents, three rear doors, ten front windows, four wall sign mounts, the main building sign, and the western half of the roof.

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 4/15/15.

The cost of the work is estimated at $45,050 and the grant would cover up to $20,000; $10,000 for the front of the building and $10,000 for the rear.

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 11 N. 3rd St.

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

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 4-2015

A Resolution Recommending Approval of A Façade Improvement Grant Application (11 N. 3rd St. – Old St. Charles Place)

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 11 N. 3rd 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 11 N. 3rd St.

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

PASSED, this 15th day of April, 2015.

_____
Chairman

Received 4-6-15

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: TERRY F. GROVE
(Name)

Home Address:

Business Address: 311 N. SECOND ST., SUITE 304, ST. CHARLES, IL 60174 630-377-9156
(Street) (City/State/Zip) (Phone)

Federal Tax ID Number:

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

11 N. 3RD ST., ST. CHARLES, IL. 60174
(Street Address)

09-27-361-030
(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) ROOF
- ☒ Signage
- ☐ Exterior Lighting
- ☒ Restoration of Architectural Features
- ☒ Rear Entrance Improvements(Please specify below)

Describe the scope and purpose of the work to be done:
REFER TO ATTACHED SUMMARY WITH QUOTES

Preliminary Cost Estimate: $ 40,000 + City's Grant Amount: $ 20,000.

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_____
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

GRANT FOR FOLLOWING ITEMS AT 11 N. 3RD STREET TO BE REPAIRED AND/OR REPLACED

OSC/Downtown Partnership Grant Pricing List 4.8.15

1.	Replace with cedar boards, all fascia boards and other trimboards most of which have deteriorated and painting the foregoing: Contractor: Artisan Painting and Maintenance	$10,575
2.	Replace three corroded steal rear doors and ten front windows that are cracked and brittle due to the age of the windows and the sun leaching out the elasticity of the vinyl frames Contractor: Tri-County Glass	$19,500
3.	Replace four dormer fronts that are currently delaminating plywood with "alumilite" which is a solid core aluminum plastic laminate Contractor: Acclaim Sign Company	$3,350
4.	Sign on east end of building which is delaminating Plywood with a product called "alumacor" Contractor: Acclaim Sign Company	$1,450
5.	Replace shingles on the west one-half of the building which has a different roof line than the other half of the building Contractor: Bruce W. Johnson Roofing	$10,175
	TOTAL	**$45,050**

Artisan Painting & Maintenance
37W242 Dean Street
St. Charles, Il. 60175
630-803-8583
Wilson.jon68@yahoo.com

EXTERIOR REPAIRS AND PAINTING AT OLD SAINT CHARLES.

1. All wood trim is to be removed and disposed of in dumpster. Metal flashings and drip edges are to be saved to re-use if still in fair condition. 1x12 Cedar is to be pre-primed and installed for all fascia/freeze board, verticals and red blocks. All wood is to be caulked wherever needed with urethane caulk, nail holes filled and all exposed surfaces to be painted with one coat of latex acrylic solid color stain. Any new flashings and drip edges are to be painted with DTM paint to match trim color.
2. Sweep clean job site at end of work day, thorough clean upon completion.
3. Awnings will be protected.
4. Work above store entrances will be timed as much as possible to accommodate traffic safely.
5. We will notify Terry Grove of any unforeseen problems as we remove wood trim. Changes or extras will be discussed before work is performed.
6. Labor cost for all wood replacement= $4,500.00
7. Ballpark cost for wood and other materials=$2,500.00
8. Priming and painting (with prep work). $3,575.00

TOTAL $10,575.00

TRI COUNTY GLASS, Inc.
40W217 Fabyan Pkwy., Elburn, IL 60119
[630] 232-1010 * FAX [844] 293-7813
E-Mail: tricoglas@sbcglobal.net
Randy Beth

PROPOSAL

Submitted To: **Terry Grove & Peter Pratt** **Phone:** **(630) 377-9150** **Date:** **4-3-15**

Street: **311 N. 2nd St.** **Job Name:**

City, State, & Zip Code: **St. Charles, IL 60174** **Job Location:** **11 N. 3rd Street**

Contact: **Job Phone:** **City, State & Code:** **St. Charles, IL**

We hereby submit specifications and estimates for:

Replacing of the Rusted and Extremely Corroded Steel Doors on Back of Bldg.

3 – 3'0" x 7'0" Steel Flush Panel Doors and New Hardware Consisting of 1 1/2- Pair Butt Hinges, Weather-stripping and Threshold. Will use Existing Door Knob, Deadbolt and Closer if Applicable.

Replacing the Front Southern Exposure Vinyl Windows that are cracked and brittle due to the Age of the Window and the Sun Leaching out the Elasticity of the Vinyl, the Frames have turned into a brittle plastic.

(6) – 48" x 72"
(4) – 60" x 72" Dark Bronze Aluminum Frame Glazed with Low E Tempered Safety Insulated Glass

Installed $19,500.00*

*Painting of Steel Door and any Interior or Exterior Touch up by Others.

We hereby propose to furnish the materials and perform the labor -complete in accordance with above specifications, for the sum of:

Per Above

Payment to be made as follows:

Net 30

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control
Note: This proposal may be withdrawn by us if not accepted within 30 days. **Signature:** _____

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment to be made as outlined above. **Signature:** _____

Date of Acceptance: _____ **Signature:** _____

Acclaim Sign Company

Terry Grove
311 N. 2nd St. Ste. 304
St. Charles, IL 60174

Mr. Grove,

To replace the plywood wall sign mounts for "Old St. Charles" located at 11 N. 3rd Street in St. Charles, the cost will be $3350.00

This price is for the removal of the existing plywood over four entrances and replacement with "Alumalite", which is a solid core aluminum and plastic laminate. The new panels will be painted to match the existing plywood.

Thank you,

Thomas Deppe

6N103 Old Homestead Rd. St. Charles, Illinois 60175
ph. 630-377-8525

Acclaim Sign Company

Terry Grove
311 N. 2nd St. Ste. 304
St. Charles, IL 60174

Mr. Grove,

To replace the plywood sign for "Old St. Charles" located at 11 N. 3rd Street in St. Charles, the cost will be $1450.00.

This price is for a similar sign made of "Alumacor" which is a plastic laminated with aluminum. This material has a longer life than plywood and should last at least ten years in this application.

Thank you,

Thomas Deppe

6N103 Old Homestead Rd. St. Charles, Illinois 60175
ph. 630-377-8525

Bruce W. Johnson

12N030 Hilltop Road
Elgin, IL 60124
(847) 742-2086

Date 4 / 2 / 15

CONTRACT

LICENSE NO.	JOB PHONE NO.
104-004-501	(630) 377-9150

To Terry Grove
11n Second St. Antique Market
St Charles. Il 60174

We hereby submit specifications and estimates for:

Antique Market: On this half of building, Front side has only one layer of roofing. Back side has two layers, backside must be tore off hauled away.

1. Install new rake edge metal front & back side, then shingle front side of building.
2. Install Peal and Stick roofing material on back of sign walls.
3. Flash around all projections.
4. Tear off all roofing on back side of Antique Market haul away.
5. Install Ice and Water Shield along bottom edge where meets flat roof.
6. Install heavy felt paper over deck, new ridgevents, soil stack flashings
7. Then shingle this side same as front side using 30yr Architectural Shingles.
8. Roof warranty 20 yr.

All material guaranteed as specified by material company. Any work done on roof except by **BRUCE W. JOHNSON** will void contract and all warranties. All payments due as specified in contract, late payments will be charged 10% per week.

Additional Terms.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Ten Thousand One Hundred Seventy Five Dollars dollars ($ 10,175.00).

Payment to be made as follows:

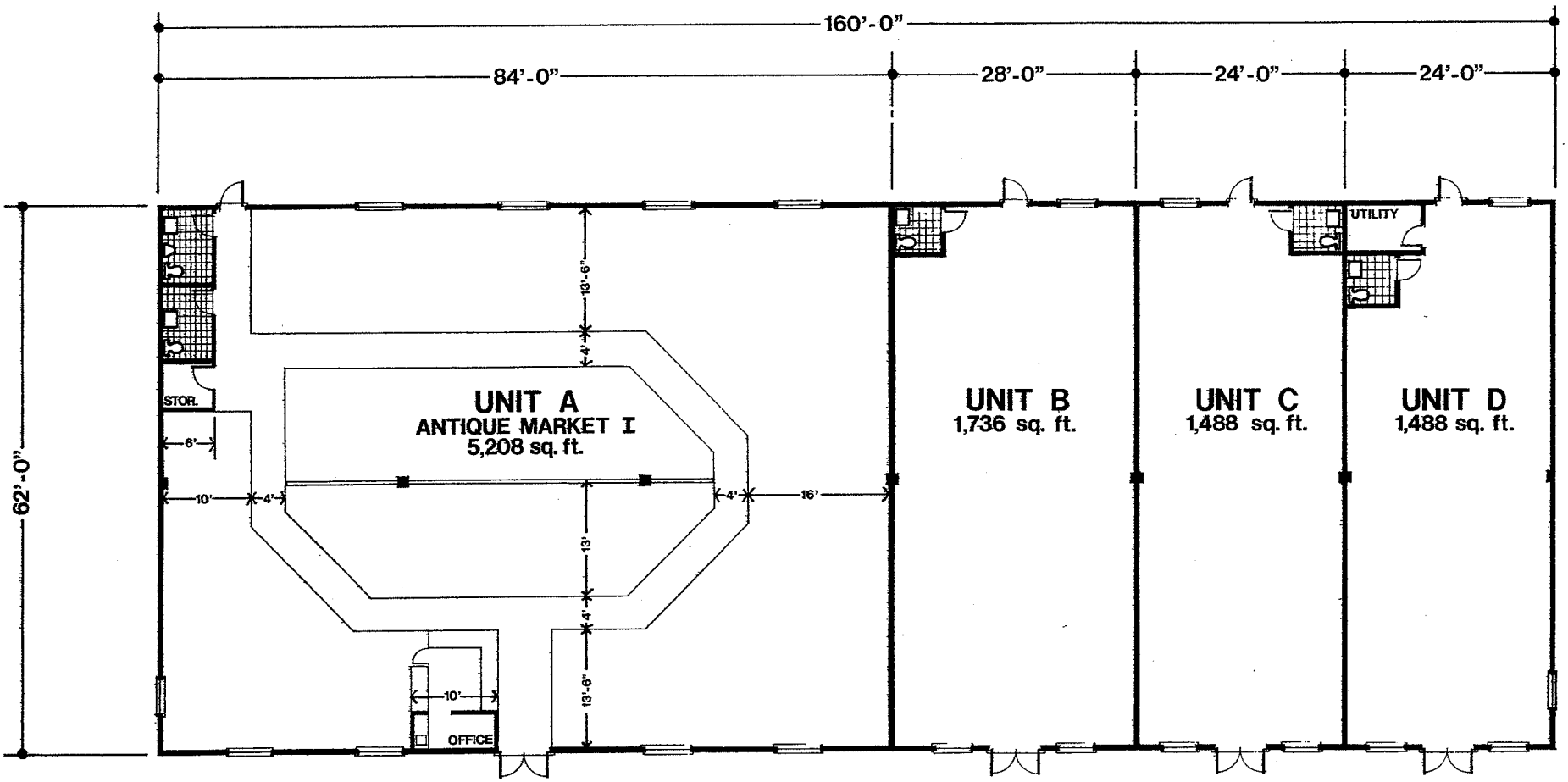
1 payment end of job.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Contract: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____ Signature _____ Date _____



FLOOR PLAN

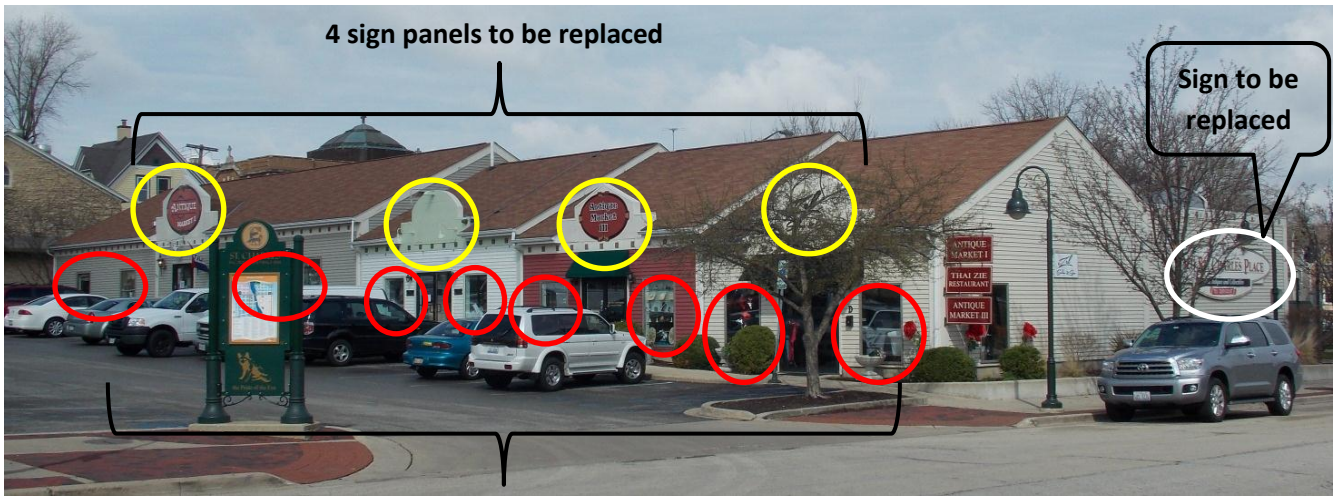
0 5 10 20 feet

N

O L D S T. C H A R L E S P L A C E

(312) 377 - 0255

Photos – 11 N. 3rd St.



10 windows to be replaced

DIKE DEVIL DINER
Military
Memories

iZel
Salon & Spa

WE BUY
ANTIQUES
EVERY DAY
24 HR.
SURVEILLANCE

Antique
Market
III

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:	Terry F. Grove
Name of Business:	Old St. Charles Place
Tax ID#/Social Security #	336-30-3763
Address of Property to be Improved:	11 N. 3rd St. Charles, IL 60174
PIN Number:	09-27-361-030

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 **$10,000** 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 Artisan Painting & Maintenance for wood trim replacement and painting: $10,575
Proposal from Tri County Glass for door and window replacement: $19,500
Proposal from Acclaim Sign Company for wall sign mount replacement: $3,350
Proposal from Acclaim Sign Company for sign replacement: $1,450
Proposal from Bruce W. Johnson for new roof: 10,175

Total Estimated Cost: $45,050
Maximum Grant: $20,000