AUTHORIZING AN ARCHITECTURAL IMPROVEMENT PROGRAM (AIP) ECONOMIC INCENTIVE FOR HELEN'S HAIR DESIGNS, LOCATED AT 147 N. 2ND STREET, DEKALB, ILLINOIS IN THE AMOUNT OF \$775.00.

PASSED: JUNE 22, 2020

WHEREAS, the City of DeKalb is a home-rule municipality with the power and authority conferred thereupon by virtue of the Illinois Constitution and Illinois Municipal Code; and

WHEREAS, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, the City has previously created the Architectural Improvement Program (AIP) Grant process, and seeks to approve of an AIP Grant for the property at 147 N. 2nd Street, owned by Helen Umbdenstock;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The City of DeKalb hereby approves of a \$775.00 AIP Grant for Helen's Hair Designs, Helen Umbdenstock ("Owner") for use at 147 N. 2nd Street, DeKalb, Illinois ("the Property"), subject to the following provisions:

- Given the small scope of the requested grant, the City waives formal compliance with the requirements of the AIP process except as outlined herein. The City also waives requirement of a promissory note or mortgage to secure the AIP Grant.
- 2. Payment of the AIP Grant shall be as a reimbursement to Owner, after Owner provides proof of incurring costs of not less than \$1,500.00 on façade renovation at the Property. The AIP Grant shall be in the amount which is the lesser of: a) \$775.00; or, b) in the event Owner fails to incur costs of \$1,500.00 façade renovation at the Property, the amount which represents a pro-rata reduction of the approved AIP Grant (based on a pro-rata reduction in Owner's investment of \$1,500.00); c) the total of all expenses which are eligible for payment under the Tax Increment Financing Allocation Act; or, d) the amount which is not more than 25% of the total project costs for window replacement.
- The Owner agrees to provide documentation of the project and incurred costs, inclusive of full lien waivers, invoices, and adequate evidence of payment, all in form and content acceptable to the City Manager or designee, prior to payment of the reimbursement.
- The Owner agrees, as a condition of accepting the funds contemplated herein, to maintain the improvements funded by this AIP Grant for a period of not less than five (5) years. The AIP Grant funds provided herein shall be considered partially forgiven

forgiven on the fifth anniversary of such payment. Should Owner fail to maintain the improvements for the full five-year period, then Owner shall be responsible for reimbursing the City in an amount equivalent to the then-unforgiven portion of the AIP Grant (e.g. if the Owner fails to maintain the improvements in the 4th year, the Owner shall reimburse the City for forty percent (40%) of the AIP Grant amount.

- 5. The Owner agrees to indemnify, defend and hold harmless the City from any claims or damages arising out of or relating to the AIP Grant or the work to be performed by Owner. The Owner shall provide the City with a certificate of insurance naming the City as additional primary insured with waiver of right of subrogation prior to commencement of work. The Owner agrees and acknowledges that the funding contemplated herein is payable to Owner only and may not be assigned or transferred to any other party. The City shall not make direct payments to any contractors or materialmen, and the City's obligation to provide funding shall not accrue until Owner provides the City with evidence of lien waivers from all contractors and materialmen providing labor or materials for the project.
- The Owner shall complete all related work in a good and workmanlike fashion, in accordance with all applicable codes and ordinances, and after having obtained all required permits. All work shall be subject to inspection and approval by the City, once completed.
- 7. All work shall be completed within one calendar year of the date of approval of this Resolution, or the funding approval contemplated herein shall terminate and this Resolution shall be of no further force or effect.
- Owner shall provide a letter to the City, acknowledging and agreeing to the terms and conditions of this Resolution, prior to the City's issuance of payment to Owner.

SECTION 2: That the City Clerk or the Executive Assistant of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's Signature and shall be effective thereupon, following execution as outlined in the preceding section.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 22nd day of June 2020 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:

RUTH A. SCOTT, Executive Assistant

JERRY SMITH, Mayor



164 East Lincoln Highway DeKalb, Illinois 60115 815.748.2000 • cityofdekalb.com

Architectural Improvement Program Application

Name: Helen Umbdenstock	
Home Address:	
Property Identification Number (PIN): Unknown	
Location of Property: 147 North 2 nd Street	
Phone Number: 815-756-7788 Email: helenvoice@frontier.com	
Proposed Use of Funding:	
Major Capital Improvements – 50% Reimbursement ADA CompliancexFaçade RenovationsTuckpointingLife Safety EquipmentElectrical, Mechanical, and Plumbing UpgradesArchitectural Design FeesRestoration of Historic Architectural FeaturesFire Alarm and Suppression Systems	
Minor Capital Improvements – 25% Reimbursement Exterior Lighting Window & Door Replacement Screening of Unsightly Utilities Exterior Painting Deferred Maintenance – 10% Reimbursement Roof Repair or Replacement	

Applicant(s) Helen Umbdenstock	5 8 20
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Awning replacement for Helen's Hair Design disintegrated due to weather damage over m This application seeks to replace the awning, neighboring businesses with awnings. After request for city financial assistance. Thank ye request. Helen	any years, and was subsequently removed. keeping my business comparable with 40 years in business, this is my first
Project Description In 250 words or less, please describe the scop	e of the project improvement and the need.
How long has the property been owned by ye	ou? 40 years
Matching funds requested: (up to a maximum of \$25,000)	
Total cost estimate of Project: \$2,700.00	
Have you consulted with the City about you If yes, with whom did you speak? Mr.	
Floor Surface Repair Water Damage Repair	



Johnson Seat & Canvas Shop inc. PO.Box 548

Estimate

Phone #

Cortland IL 60112

Fax #

E-mail

815-756-2037

815-756-8832

tim@johnsoncanvas.com

Helen's Hair & Spa 147 N 2nd St DeKalb, IL 60115

DATE

6/2/2020

Phone

Fax

Description

Labor and materials to install new cover with graphics.

Total cost for job installed \$1,550.00

Thank You

Tim Darnell Sales Tax

50% Deposit Required Balance Due upon Completion

Proposal Accepted By

Pricing valid for 30 days.