RESOLUTION 2020-063  

PASSED: JUNE 22, 2020

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.

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:

1. 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.

3. 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.

4. 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.

6. 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.

8. 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

[City of DeKalb]

[State of Illinois]
Architectural Improvement Program
Application

Name: Helen Umbdenstock

Home Address: (Redacted)

Property Identification Number (PIN): Unknown

Location of Property: 147 North 2nd Street

Phone Number: 815-756-7788
Email: helenvoice@frontier.com

Proposed Use of Funding:

Major Capital Improvements – 50% Reimbursement
___ ADA Compliance
___ Façade Renovations
___ Tuckpointing
___ Life Safety Equipment
___ Electrical, Mechanical, and Plumbing Upgrades
___ Architectural Design Fees
___ Restoration of Historic Architectural Features
___ Fire 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
___ Gutter Replacement
Have you consulted with the City about your project?  X Yes   ___ No
  If yes, with whom did you speak?  Mr. Bill Nicklas

Total cost estimate of Project: $2,700.00

Matching funds requested:
  (up to a maximum of $25,000)

How long has the property been owned by you? 40 years

**Project Description**
In 250 words or less, please describe the scope of the project improvement and the need.

Awning replacement for Helen's Hair Designs and Spa. The previous awning disintegrated due to weather damage over many years, and was subsequently removed. This application seeks to replace the awning, keeping my business comparable with neighboring businesses with awnings. After 40 years in business, this is my first request for city financial assistance. Thank you very much for your consideration of my request. Helen

________________________________________
Applicant(s)  Helen Umbdenstock       5/8/20

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Johnson Seat & Canvas Shop inc.
PO.Box 548
Cortland IL 60112

Phone #  Fax #  E-mail
815-756-2037  815-766-8832  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.