

AUTHORIZING AN ARCHITECTURAL IMPROVEMENT PROGRAM (AIP) ECONOMIC INCENTIVE FOR SAM AND JACQUI FINCH, OWNERS OF FINCH FUNERAL HOME, LOCATED AT 310 OAK STREET, DEKALB, ILLINOIS, IN THE AMOUNT OF \$9,888.50.

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 310 Oak Street, owned by Sam and Jacqui Finch (Finch Funeral Home);

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

SECTION 1: The City of DeKalb hereby approves of a \$9,888.50 AIP Grant for Finch Funeral Home, Sam and Jacqui Finch ("Owners") for use at 310 Oak 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 \$19,777.00 on façade renovation at the Property. The AIP Grant shall be in the amount which is the lesser of: a) \$9,888.50; or, b) in the event Owner fails to incur costs of \$19,777.00 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 \$19,777.00); 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 by 20% (1/5) each year on the anniversary of their payment to Owner, until fully 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

June 4, 2020

Mr. Bill Nicklas, City Manager
City of DeKalb
200 S. Fourth Street
DeKalb, IL 60115

RE: Architectural Improvement Program
Finch Funeral Home, 310 Oak St., DeKalb, IL 60115

Dear Bill:

In accordance with the rules and guidelines of the Architectural Improvement Program, we are sending this letter to you requesting assistance from the City of DeKalb for Major Capital Improvements - Façade Renovations to our property at 310 Oak Street in DeKalb.

This building was built in 1937 as Ronan-Birch Mortuary and we have owned it for the last 23 years. During our time of owning this building/business many major improvements have been completed including handicap accessibility outside and the restrooms, new HVAC and electrical throughout, new roof, awning protection, new signage, and remodeling/renovation throughout the building.

We are requesting assistance from the Architectural Improvement Program for the following Façade Renovations: parapet stone repair, tuck pointing, brick replacement, and general brick cleanup. These improvements will add value and extend the longevity of the building along with enhancing the overall appearance and quality.

Attached are two bids for the above improvements.

Thank you for your consideration in this matter.

Sincerely,

Sam and Jacqui Finch, Owners
Finch Funeral Home

Attachments



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

Architectural Improvement Program
Application

Name: Sam + Jacqui Finch (Finch Funeral Home)

Home Address: [REDACTED]

Property Identification Number (PIN): 08-23-157-001

Location of Property: Finch Funeral Home 310 Oak St. DeKalb, IL 60115

Phone Number: 815-758-3841 Email: sfinch@finchfuneralhomedekalb.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
- ☐ Stair and Handrail Replacement
- ☐ Floor Surface Repair
- ☐ Water Damage Repair

Have you consulted with the City about your project? ☒ Yes ☐ No
If yes, with whom did you speak? City Manager Bill Nicolas

Total cost estimate of Project: \$19,777.00

Matching funds requested: \$9888.50
(up to a maximum of \$25,000)

How long has the property been owned by you? 1997

Project Description

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

See attached letter

Applicant(s)

SOCIAL

Date: June 4, 2020



WEAVER CONSTRUCTION INC

228 W. Page St. - Sycamore, IL 60178

T: 815-899-1515 F: 815-899-7852 Tom 815-739-5206 Todd 630-816-8735

Todd@WeaverConstructionInc.com

No. 20-1251

ESTIMATE

Date: 5/28/2020

CUSTOMER:

FINCH FUNERAL HOME DEKALB

Attn: **SAM FINCH**

310 Oak St.

DeKalb, IL 60115

Cell

sfinch@finchfuneralhome.com

Ph 815-758-3841

RE:

FINCH

FUNERAL HOME & CREMATORIUM

310 Oak St.

DeKalb, IL 60115

We appreciate the opportunity to serve your needs.

Project Manager:

Job Title:

Todd Weaver

MASONRY

Payment Terms:

Upon receipt of invoice; add 1.5% 30-days after invoice date.

Scope of work per to include:

- Do all grinding out of bad or missing mortar joints on all (4) elevations of building.
- Point in all areas ground out with new mortar to match existing.
- Grind out all coping stone head joints at top of wall and caulk these joints with caulk to match stone.
- Cut out and replace all bad or broken brick with new brick to match existing.
- Do all cleanup and haul away spoils.
- Wash all repaired masonry.

All labor, material, and equipment to complete work described above provided by WCI unless otherwise noted.

Note - This is an estimate only per original discussion with GC, cost changes during construction will be discussed with GC/owner and adjusted accordingly.

Quality is remembered long after price is forgotten

TOTAL this Estimate: \$19,777.00



2004 N4750 Road
Leland IL 60531

Phone 815-495-2703
Fax 815-495-9230

Masonry Proposal

6/08/2020

RE: Finch Funeral Home DeKalb Illinois

Burroak Masonry is pleased to provide the following quotation for the above referenced project. Our proposal is based on site visit

Total Proposed Bid \$22,600.00

Work Included:

Union labor and supervision. Grind and tuck point all spalled or missing mortar joints (4 elevations), point with type N mortar to match, grind all coping stones to a depth of 3/4" and caulk with limestone colored caulk, cut out and replace all broken or missing brick and replace with new. Also includes final masonry washing and debris disposal

Our price does not include air vapor barrier, demolition welding, angles, plates, winter conditions, utilities, lintels, remobilization, frame setting, colored mortar, bond, shelf angles, dovetail slots, bond breaker, post installed anchors, design, liquidated damages, engineering, reglets, exterior sealers, nailers, integral waterproofing, site work, building wrap, city license or permits, bond breaker strips, cutting, patching, patching contingency allowance, top of wall angles, water to site.

All work to be completed in a workmanlike manner according to standard practices.
Thank you for the opportunity to bid this project.

Chris Janick
info@burroakmasonry.com
815-716-3067 cell

July 15, 2020

Bill Nicklas, City Manager
City of DeKalb
164 E. Lincoln Highway
DeKalb, IL 60115

RE: City of DeKalb AIP Grant / Letter Agreement


Sam and Jacqui Finch, ("Owner") hereby acknowledges and agrees to the terms of that certain Resolution 2020-064 ("the Resolution"), approving of an \$9,888.50 AIP Grant for Sam and Jacqui Finch, ("Owner") for use at 310 Oak Street, DeKalb, Illinois ("the Property"), subject to the following provisions:

- 1) Payment of the AIP Grant shall be as a reimbursement to Owner, after Owner provides proof of incurring costs of not less than \$9,888.50 on façade renovation at the Property. The AIP Grant shall be in the amount which is the lesser of: a) \$9,888.50; or, b) in the event Owner fails to incur costs of \$9,888.50 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 \$9,888.50); 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.
- 2) 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.
- 3) 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 by 20% (1/5) each year on the anniversary of their payment to Owner, until fully 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.
- 4) The Owner agrees to indemnify, defend and hold harmless the City from any

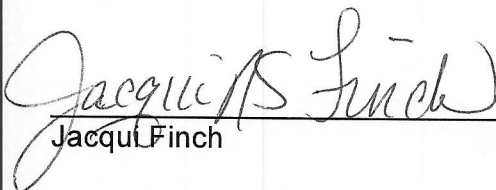
claims or damages arising out of or relating to the AIP Grant or the work to be performed by Owner. The Owner shall provide the City with a certificate of insurance naming the City as additional primary insured with waiver of right of subrogation prior to commencement of work. The Owner agrees and acknowledges 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.

- 5) 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.
- 6) All work shall be completed by June 22, 2021 or the funding approval from the City shall terminate and this Resolution shall be of no further force or effect.

Agreed to as of the 15 day of July, 2020.



Sam Finch



Jacquelin S. Finch

