

RESOLUTION 2021-076

PASSED: AUGUST 23, 2021

**AUTHORIZING AN ARCHITECTURAL IMPROVEMENT PROGRAM
ECONOMIC INCENTIVE FOR 151 N. FOURTH STREET, DEKALB, ILLINOIS, IN
THE AMOUNT OF \$25,000.**

WHEREAS, the City of DeKalb (the "City") is a home rule unit pursuant to Article VII, Section 6(a) of the 1970 Illinois Constitution and may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City created the Architectural Improvement Program (AIP) Grant process; and

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

SECTION 1: The City's corporate authorities approve an AIP Grant in the amount of \$25,000.00 for Samuel Patterson (the "Owner") to use at the property located at 151 N. Fourth Street, DeKalb, Illinois (the "Property"), subject to the following terms and conditions:

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 \$50,000.00 on renovation at the Property consisting of: Tuckpointing, Foundation Repairs, & Exterior Drain Upgrades. The AIP Grant shall be in the amount which is the lesser of: a) \$25,000.00; or b) the amount which is not more than 50% of the total project costs.
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.
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.
7. All work shall be completed within one (1) 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: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 23rd day of August 2021 and approved by me as Mayor on the same day. Passed by 6-0-1-1 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Faivre. Nay: None. Absent: Verbic. Recused: Barnes.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant



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

Architectural Improvement Program
Application

Name: Sam Patterson

Home Address: 28W271 Indian Knoll Trl, West Chicago, IL 60115

Property Identification Number (PIN): 08-23-160-031

Location of Property: 151 N. 4th St., DeKalb

Phone Number: 815-762-0071 Email: Sam@inlapgroup.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? Bill Nicklas

Total cost estimate of Project: ~\$155,000

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

How long has the property been owned by you? March 2021

Project Description

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

Building is in great need of tuck pointing, new lintels and coping on
parapet walk. Also prior owner covered basement garage drain causing
structural sagging so corner needs to be shored up and drive-way to
basement re-done. All new doors, Exterior lighting, almost all windows
and finally paint a whitewash on the building. New seal on the roof
with small patching needed.

Applicant(s) 

Date: 6/10/2021



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. **21-1454**

ESTIMATE

Date: **5/27/2021**

CUSTOMER:

SAM PATTERSON

Attn: **SAM**

sam@inloopgroup.com

Ph: 815-762-0071

RE:

RESTORATION WORK

151 N 4th St.

DeKalb, IL 60115

We sincerely appreciate the opportunity to serve your needs.

Project Manager:

Todd Weaver

Job Title:

MASONRY & CONCRETE

Payment Terms:

Upon receipt of invoice; add 1.5% 20-days after invoice-date.

Scope of work to include:

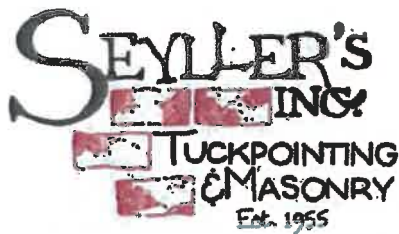
- All select tuckpointing and brick repairs on all (4) elevations of building as discussed with Sam.
- Remove and haul away all existing clay coping on parapet wall, plate top of parapet with treated lumber, and install new metal cap (color to be selected by Sam).
- Grind out all joints in limestone coping and caulk joints.
- Demo back entry drive into basement and repour with new drain.
- Shore and demo back basement pier and footing, and rebuild per drawing to be supplied.
- Do all cleanup and washing of new work performed.

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 owner; physical or cost change arising during construction performance will be discussed with owner and adjusted accordingly. Material is bid at current price; any increase after above estimate-date to be added to below total.

Quality is remembered long after price is forgotten

TOTAL this Estimate: \$81,777.00



P.O. BOX 158 • GENOA, IL 60135 • (815) 784-3724 • FAX (815) 784-3726

July 30, 2021

Sam Patterson
151 N 4th
DeKalb, IL 60115
815-762-0071, sam@inloopgroup.com

Budget Pricing for Masonry Repairs

Scope of work:

East Elevation Front

- 30% Tuckpointing / nothing on stone veneer.
- Seal stone coping joints.

North Elevation

- 30% Tuckpointing.
- Seal stone coping joints.

West Elevation (Common Brick)

- 20% Tuckpointing.
- Brick replacement.
- Seal clay tile copings.
- Caulk expansion joints.
- Replace broken stone sill at 3rd floor window.

South Elevation (Common Brick)

- 40% Tuckpointing.
- Brick replacement.
- Rebuild chimney at southwest corner.
- Replace broken copings and seal all joints.

\$120,000.00

Alternate: Caulk window and door openings 100%.

\$ 22,000.00

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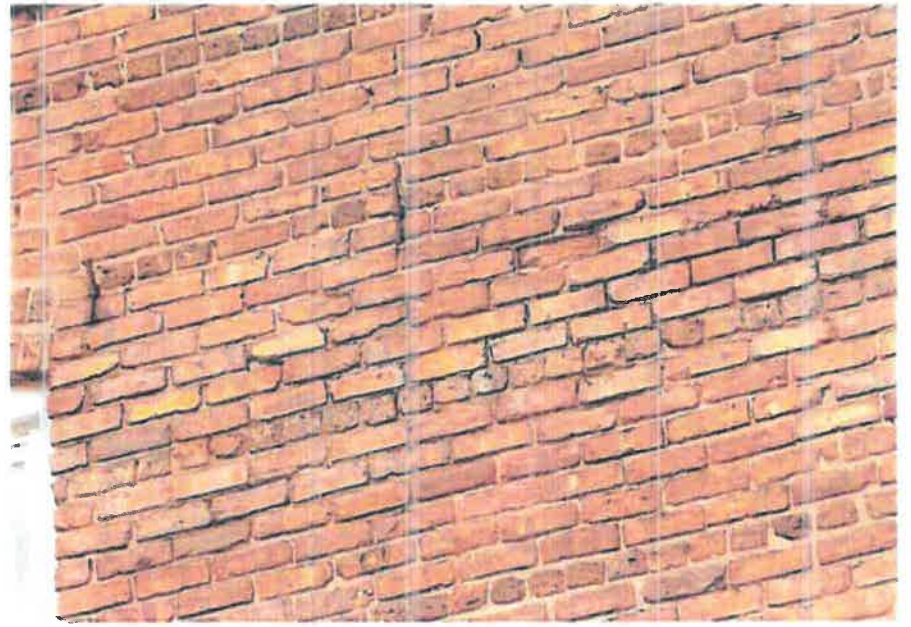






















August 25, 2021

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

RE: City of DeKalb AIP Grant / Letter Agreement

Samuel Patterson, ("Owner") hereby acknowledges and agrees to the terms of that certain Resolution 2021-076 ("the Resolution"), approving of an \$25,000.00 AIP Grant for Samuel Patterson, ("Owner") for use at 151 N. Fourth 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 \$50,000 on renovation at the Property consisting of: Tuckpointing, Foundation Repairs, & Exterior Drain Upgrades. The AIP Grant shall be in the amount which is the lesser of: a) \$25,000.00; or, b) the amount which is not more than 50% of the total project costs.
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 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.

Agreed to as of the 25th day of August, 2021.



Samuel Patterson

