

**AUTHORIZING AN ARCHITECTURAL IMPROVEMENT PROGRAM (AIP)  
ECONOMIC INCENTIVE FOR SULLIVAN'S TAVERN, 722 E. LINCOLN  
HIGHWAY, DEKALB, ILLINOIS (EARL SULLIVAN).**

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

**WHEREAS**, Earl Sullivan (the "Owner"), who is the owner of the property located at 722 E. Lincoln Highway, DeKalb, Illinois (the "Property"), requested an Architectural Improvement Program ("AIP") Grant in the amount of \$25,000.00 (the "AIP Grant") to replace and update bathrooms with space provided, replace the drop ceiling, replace and update lighting and fixtures, and replace and update heating and cooling duct work at the Property (the "Project"); and

**WHEREAS**, the City's corporate authorities find that approving the AIP Grant is in the City's best interests for the protection of the public health, safety, and welfare; and

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

**SECTION 1:** The recitals to this resolution are adopted and incorporated herein as Section One to this Resolution.

**SECTION 2:** The City's corporate authorities approve the AIP Grant in the amount of \$25,000.00 to Owner for the Project at the Property, subject to the following terms and conditions:

1. Given the small scope of the AIP Grant, except as may otherwise be provided by this Resolution, the City waives formal compliance with the requirements of the AIP process including, but not limited to, the requirement of a promissory note or mortgage to secure the AIP Grant.
2. City's 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 the Project at the Property.
3. 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. Owner agrees, as a condition of accepting the AIP Grant, 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. Owner agrees to indemnify, defend, and hold harmless the City and its officers, employees, and agents from and against any and all claims or damages arising out of or relating to the AIP Grant and the Project. Owner shall provide the City with a certificate of insurance naming

the City as an additional primary insured with waiver of right of subrogation prior to commencement of work. Owner agrees and acknowledges that the AIP Grant 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 for the Project in a good and workmanlike fashion, in accordance with all applicable codes and ordinances, and after having obtained all required permits. All work for the Project shall be subject to inspection and approval by the City.
7. All work for the Project 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 3:** This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, this resolution shall supersede state law in that regard within its jurisdiction.

**SECTION 4:** 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 9<sup>th</sup> day of January 2023 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre. Nay: None. Recused: Barnes.



  
COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

Fund 400  
Architectural Improvement Program  
Application

Name: Earl R. Sullivan

Home Address: 1318 N. 1st DeKalb IL 60115

Property Identification Number (PIN): \_\_\_\_\_

Location of Property: Sullivan's Tavern 722 E. Lincoln DeKalb IL 60115

Phone Number: 815-751-1832 Email: Earl\_Sullivan@comcast.net

Proposed Use of Funding:

**Major Capital Improvements – 50% Reimbursement**

- ☒ Improved Accessibility, including restrooms and entry doors
- ☐ 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

Total cost estimate of Project: 54,000.00

Matching funds requested: 25,000.00  
(up to a maximum of \$25,000)

How long has the property been owned by you? 67 years Doing business in Dekalb since 1945

### Project Description

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

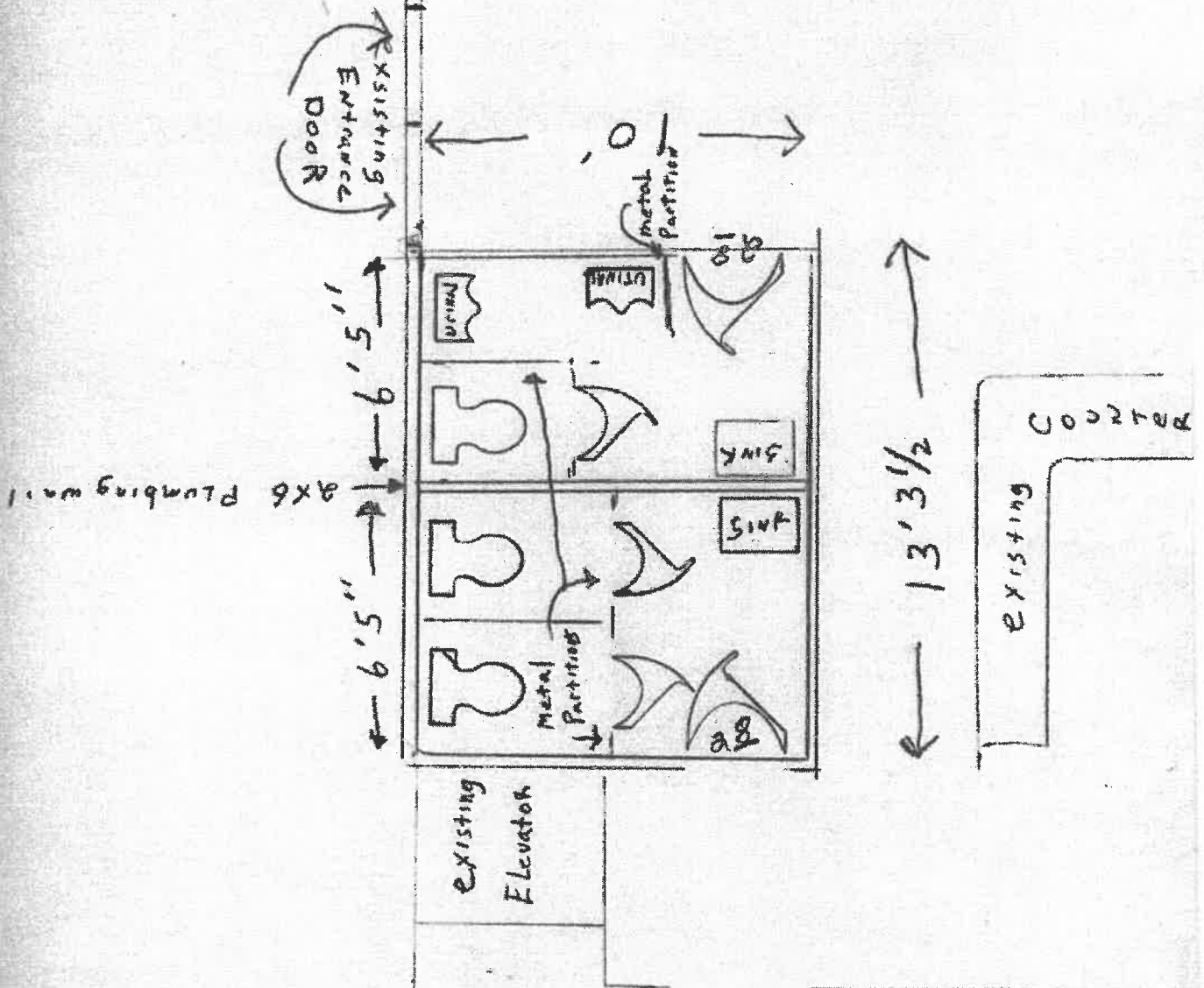
Replace and update bathroom's with space provided  
Replace drop ceiling  
Replace and update lighting and fixtures  
Replace and update heating and cooling duct work  
   
   
   
   
 

Applicant(s) Emilio Sullivan

Date: 12-7-22



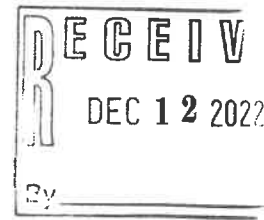
Sullivan's



RECEIVED	DEC 12 2002
	By _____

December 12, 2022

Dawn Harper  
Chief Building Inspector  
Building and Code Division  
City of DeKalb  
164 E. Lincoln Hwy  
DeKalb, IL 60115



Re: Alteration of Property Located at 722 E. Lincoln Highway

Dear Ms. Harper,

As you know, my siblings and I working to expand our very tight restroom spaces to better serve our customers. We will approach, but cannot satisfy, the full range of accessibility standards as they relate to restrooms, because the 60-year old building does not have the space to allow us to do so without diminishing the serving area that provides our revenue. The restroom stools will meet accessible standards and so will other features. Simply put, to incorporate the amount of square footage needed to meet a strict code adherence, the building would lose retail space and dining area that is needed to provide the revenue to keep us in business.

Sullivan's Tavern requests that we be allowed to complete the alterations to update the facility.

Thank you for your kind consideration.

Sincerely,

A handwritten signature in cursive script that reads "Earl Sullivan".

Earl Sullivan

CC: Bill Nicklas  
City Manager

49W481 Thatcher  
Maple Park, IL  
60151  
630-303-8818

# FINNAN CONSTRUCTION

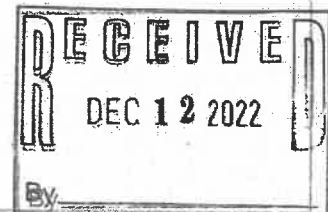
Proposal

Date: 11/23/2022

SULLIVANS TAVERN

Date	Description	Balance	Amount
	TEAR OUT OLD DROPPED CEILING TO GET READY FOR THE NEW DROPPED CEILING		1,700.00
	2 20 YARD DUMPSTERS		800.00
	TEAR OUT BATHROOMS TO GET READY FOR NEW		1,000.00
	TAKE OUT SHELVING UNIT ON SOUTEAST WALL TO ACOMEDATE THE MOVE OF THE COOLER AND ICE COOLER		800.00
	REFRAME MENS AND WOMENS BATHROOMS ACCORDING TO DRAWINGS MATERIAL AND LABOR		1,800.00
	DRYWALL AND PAINT BATHROOMS		1,700.00
	FLOORING FOR NEW BATHROOMS MATERIAL AND LABOR		11,000.00
	BATHROOM PARTITIONS FOR MENS AND WOMANS MATERIAL AND LABOR		3,200.00
	TRIM MATERIAL AND LABOR		32,000.00
	HEATING		8,804.00
	ELECTRIC		3,270.00
	PLUMBING		13,200.00
	DROPED CEILING		8,410.00
	GENERALING FEE FOR FINNAN CONSTRUCTION		4800.00
TOTAL			53,884.00


THANK YOU FOR YOUR BUSINESS!



**RPI**

**PROPOSAL**

#830

**ROLAND PLUMBING IND. INC.**

28135 BRICKVILLE RD.

SYCAMORE, IL 60178

IL LICENCES: #058-098385 & #055-014310

Office - 815-895-3537

Fax - 815-895-3697

E-mail - jrolandind@aol.com

To: Finnan Construction

JJ Finnan

49W481 Thatcher Rd.

Maple Park, IL

60151-9020

Date - 11-29-22

Phone - 630-303-8816

E-mail- s.finnan@frontier.com

**Job owner & location:**

Sullivan Tavern

722 E. Lincoln Hwy.

DeKalb, IL

60115

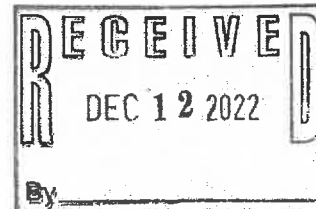
We hereby submit specifications and estimates for

**I. TO FURNISH LABOR AND MATERIAL TO INSTALL THE FOLLOWING ITEMS, FIXTURES AND FAUCETS for REMODELING OF the MENS & WOMANS BATHROOMS :**

- A. Disconnect of existing fixtures, water heater & existing plumbing
- B. Eliminating hose bib on west side of building
- C. Two 2" floor drains - one per bathroom
- D. Three Kohler K-3979W toilets w/ a Bemis 2155SSCT open front seats
- E. Two Mansfield 401HE urinals w/ Sloan 8186-1 Optima battery flush valve
- F. Two Mansfield 2018HB wall hung lavatories w/ Moen L4601 faucets
  - a. Tempering valves for hot water
  - b. ADA compliant waste lines
- G. One AO Smith ENT40 electric 40 gal water heater
- H. One 36" and 48" grab bar per toilet
- I. I'm going to run a 3/4" water line from the water softener to the water heater and bathroom. Right now it is 1/2" and I don't want any issues with the flush valves.
- J. All backing for grab bars, urinals and lavatories installed by RPI

**II. PIPING MATERIAL:**

- A. Vents & Wastes - all foam core pvc pipe & Sch. 40 fittings
- B. Water - Type M copper with wrot & cast fittings
- C. Trim:
  - 1. All fixtures are white
  - 2. All faucets are chrome
  - 3. All exposed supply & waste lines are chrome





### III. NOTES:

- A. All permits & fees to be paid for by others.
- B. Job was bid and will be done by the 2014 Illinois State Plumbing Code. No stack testing. Also any changes made to code by the city of DeKalb
- C. Any extras or changes, either verbal or written, will be done at \$90.00 per hour and material sold at 12% above my cost.
- D. TIME NEEDED: 2 days at time of rough-in and 1.5 days at time of trim out.
- E. Must have 2x6 walls needed on the west, center and north walls for plumbing & backing
- F. Rough-in:
  - 1. Any changes from the above fixture, faucets and items to be decided prior to rough-in so RPI can rough-in per speculation cut sheets. To make changes, call Connor Co in Rockford, IL. Phone # 815-874-1515 to set up an appointment. We must have a full set of prints and kitchen & baths cabinet layouts with drawer location. Any changes from the cabinet lay outs, and plumbing has to be moved, will result an extra cost.
  - 2. Job to be cleaned up by others prior to RPI starting rough-in or trim. If RPI has to clean up after the other trades, in order to work effectively and safely, it will be charged to the owner or general contractor at \$45.00 per hour. RPI will clean our mess at completion of each phase of work and put into your dumpster or debris area.
  - 3. No fire stopping of any kind.
- G. Trim out:
  - 1. All counter tops and floors to be installed prior to RPI starting trim. Any time going back to finish items that were not ready will result in a \$90.00 go back fee every trip back.
  - 2. All counter tops are to be cut out and drilled by others, also RPI will not install anchors in any non-wood tops to mount dishwashers. All mounting of under mount fixtures to be done by others.
  - 3. We DO NOT install owners or general contractor's faucets, fixtures or items unless authorized by RPI. RPI will credit what they have specified and the labor estimated and will install items only on time and material basis. Installing your items, RPI will only warrantee their work, not your items. If your items shall be defective, a labor charge will be billed out accordingly.
  - 4. The day after trim out you must inspect all items installed for damage prior to other trades working around the items. RPI will not be responsible for damaged caused by other trades.

### IV. IMPORTANT:

ALL PAGES OF THIS PROPOSAL MUST BE SIGNED BY THE CONTRACTOR AND THE OWNER OF THE PROPERTY PRIOR TO START OF ANY WORK.

We Propose herby to furnish material and labor – complete in accordance with the above specification, for the sum of:

THIRTEEN THOUSAND TWO HUNDRED DOLLARS

\$13,200.00

Payments schedule to be made as follows:

After completion of rough-in - \$7700.00

After completion of trim – \$5500.00

All material is guaranteed to be as specified, or equal, and will be warranted for one year of installation. All work was bid and to be completed in a professional manner according to standard practices and to the 2014 Illinois State Plumbing Code. Any alterations or deviations from the above specifications involving extra cost will be executed upon written and or verbal orders, and will become an extra over and above the proposal. All agreements are contingent upon strikes, accidents, delays beyond our control or payment schedules. Owner or General Contractor to carry fire, theft, tornado and any other necessary insurances. Our workers are fully covered by Workman's Compensation insurance and RPI is fully covered by all insurance demanded by the Illinois Department of Public Health contractor licensing/registration laws. RPI has the right to charge a 2% service fee on any invoices over 30 days old. Also, any fees accumulated in collection of any debt for the above job will be the responsibility of the owner or general contractor, not RPI.

**RPI's  
Authorized  
Signature** \_\_\_\_\_

Jeff A. Roland, Pres.

**Note: This proposal may be withdrawn  
by RPI if not accepted within  
30 days. If accepted RPI will hold  
the price for 120 days from  
accepted date**

**Date :** \_\_\_\_\_

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. RPI is authorized to do the work specified above. Payments to be made as outlined above.

**Contractors  
Signature** \_\_\_\_\_

**Print name** \_\_\_\_\_

**Owners  
Signature** \_\_\_\_\_

**Print name** \_\_\_\_\_

**Electric**

**Babich**

**Lane**

**1172 Bradley**

**61061**

**Oregon , IL.**

**815-761-1203**

**For: Finnan Construction.**

**Project: Sullivan's drive-in .**

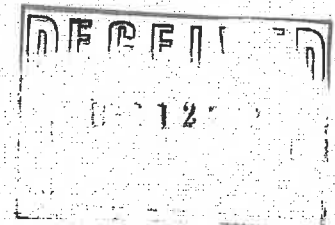
All work will be according to the 2017 N.E.C and other local codes as required.

1. Remove 9- existing 2' X 4' grid lay-in fixtures.
2. Furnish and install 9- new flat panel LED 2' X 4' grid lay-in fixtures.
3. Remove 8- recessed can light lamps and trims.
4. Furnish and install 8- new recessed can light LED trims.
5. Remove existing signal light for cargo lift.
6. Furnish and install new signal light for cargo lift.

**Total \$ 3270.00**

**Thank You**

**Frank Babich11/08/2022**





# PROPOSAL

2150 Oakland Drive, Suite E  
Sycamore, IL 60178  
Phone 815-758-4492, Fax 815-758-4002  
Email: Breezyshvac@yahoo.com

Proposal Date: 11/9/2022  
Proposal #: 1263-Rev #1  
Expiration Date: 11/24/2022  
Contact: JJ  
Phone #: 630-303-8816

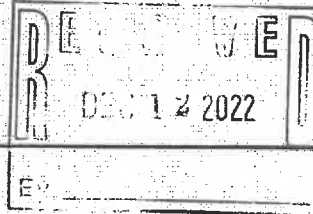
**Job:** New Duct System

**Job Address:**

Sullys

**Customer :**

Finnan Construction  
49W481 Thatcher Road  
Maple Park, IL 60151



**Description**

**Amount**

New Duct System for Above Ceiling:  
-New supply duct for 2 RTU's (insulated)  
-New central return for 2 RTU's (insulated)  
-(16) New branch supplies with diffusers  
-New perforated return diffusers  
-Demo  
-Labor

8,804.00

**\*\*Exclusions:** Permit Fees, Inspection Fees, Gas Pipe, Electric, Load Calculation, Duct Testing, Roofing, Plumbing, Blower Door Testing, Water Heater Vent, Air Test & Balance Report, All Duct Work Must Be Inside Bldg Envelope

**THANK YOU FOR YOUR BUSINESS!!**

**Total**

**\$8,804.00**

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. Owner to carry fire, tornado and other necessary insurance upon above work. Workman's Compensation and Public Liability Insurance on above work to be carried by Breezy's Heating & A/C. We, Breezy's Heating and A/C shall be entitled to recover all costs and fees, including reasonable attorney's fees, incurred in order to enforce or interpret this agreement and/or to collect any unpaid amounts owed for it's materials, labor and services provided and/or performed. **\*\*\*PAYMENT DUE-UPON COMPLETION OF JOB.\*\*\***

**\*\*\*Credit Card Payments Add 4%\*\*\***

**\*\*\*Breezy's is a non-union company. We shall be paid based on % of completion should we be asked to discontinue work due to a labor dispute.\*\*\***

Authorized Signature: \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted by expiration date.

**ACCEPTANCE OF PROPOSAL-**The above prices, specifications and rondsitions 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: \_\_\_\_\_

**January 11, 2023**

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

**RE: City of DeKalb AIP Grant / Letter Agreement**

Earl Sullivan ("Owner") of Sullivan's Tavern, ("Business") located at 722 E. Lincoln Highway, DeKalb, Illinois ("the Property") hereby acknowledges and agrees to the terms of that certain Resolution 2023-002 ("the Resolution"), approving of a \$25,000 Architectural Improvement Program ("AIP") Grant to replace and update bathrooms with space provided, replace the drop ceiling, replace and update lighting and fixtures, and replace and update heating and cooling duct work at the Property (the "Project"), 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 the Owner, after Owner provides proof of incurring costs of not less than \$50,000 on the Project at the Property.
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 AIP Grant, 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 said 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 and its officers, employees, and agents from and against any claims or damages arising out of or relating to the AIP Grant and the Project. 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 the 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 for the Project in a good and workmanlike fashion, in accordance with all applicable codes and ordinances, and after having obtained all required permits. All work for the Project 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 the Resolution, or the funding approval contemplated herein shall terminate and the Resolution shall be of no further force or effect.
8. Owner shall provide this signed agreement to the City, acknowledging and agreeing to the terms and conditions of the Resolution, prior to the City's issuance of payment to Owner.

Agreed to as of the 12th day of January, 2023.

  
\_\_\_\_\_  
Earl Sullivan

