

AUTHORIZING AN ARCHITECTURAL IMPROVEMENT PROGRAM (AIP) ECONOMIC INCENTIVE FOR FAREED HAQUE FOR THE PROPERTY LOCATED AT 263 E. LINCOLN HIGHWAY, DEKALB, ILLINOIS IN THE AMOUNT OF \$18,011.

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 has previously created the Architectural Improvement Program (AIP) Grant process, and seeks to approve of an AIP Grant for Fareed Haque for the Property Located at 263 E. Lincoln Highway, DeKalb, Illinois in the amount of \$18,011.00.

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

SECTION 1: The City of DeKalb approves an AIP Grant in the amount of \$18,011.00 for Fareed Haque (the "Owner") for use at the property located at 263 E. Lincoln Highway, 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 \$18,011 on renovation at the Property consisting of: tuckpointing on the south, east, and north sides of the building. The AIP Grant shall be in the amount which is the lesser of: a) \$18,011.00; or, b) in the event Owner fails to incur costs of \$18,011.00 for 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 \$36,022.00); 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 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 (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.

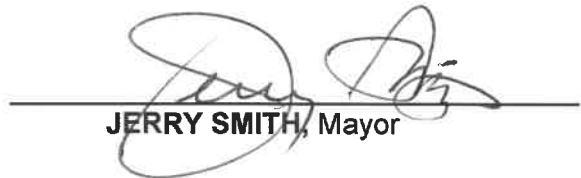
SECTION 2: The City Clerk or the Executive Assistant shall be authorized and directed to attest the Mayor's Signature and shall be effective thereupon, following execution as outlined in the preceding section.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 14th day of September 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: Fareed Haque _____

Home Address: 3379 Basswood Lane, DeKalb, IL 60115 _____

Property Identification Number (PIN): _____

Location of Property: 261-263 E. Lincoln Highway, DeKalb, IL 60115

Phone Number: 773-203-7928 Email: wahdude2004@yahoo.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: \$136,752

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

How long has the property been owned by you? 14 years

Project Description

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

We need to have the building tuckpointed. Requesting TIF funds to offset this cost.

Our objective is to preserve this historic building but at the same time reduce our overhead costs, particularly of electricity. Our ComEd bill without any business operating in the commercial space was over \$1000 in July. With the new tenant incoming this will likely increase.

There are two projects that would help to reduced costs like these:

1] Replacement of the air handlers and air conditioning units through ComEd rebate program and 2] Replacement of the 70 year old casement windows. The windows are heavy, made of steel and very drafty. We want to take care to maintain the historical style and made that clear to the contractors we had come to do estimates.

Tuckpointing needs to be done before windows can go in.

Applicant(s) 

Date: 7.29.2020



INCREDIBLE BUILDERS, INC

PO Box 794
Hampshire, IL 60140 US
844-447-3424



Estimate

ADDRESS

Fareed Hague
263 W. Lincoln Hwy.
Dekalb, IL 60115

**ESTIMATE
DATE**

**1327
03/02/2020**

DESCRIPTION

AMOUNT

WINDOWS To remove and replace all 2nd floor windows. We will remove original windows and dispose of them. Then install vinyl double hung windows made by Jeld-Wen. We will then install jamb lines and casing on inside. All to be painted. Windows will be a cottage style so they have close to the same grill pattern as existing.	43,444.00
AIR LOCK To build a 10' x 6' air lock with drywalled walls and glass panes. We have no flooring figured at this time and no ceiling work at this time. Walls and wood window trim to be painted. All glass to be tempered.	22,476.00
TUCK POINTING To tuck point the exterior of the building. (This will be our determination of what needs to be tuck pointed)	136,752.00
DISPLAY WALLS To build 2 wall approximately 12' long to be built in front of window seats at curved front windows. We will use vinyl slider windows to allow to open to place items on window seats, To drywall walls, finished taped and painted.	15,600.00

Exclusions:
Permit fees

Payment Terms:
20% deposit before we apply for permit (Permit and Architectural fees are non-refundable)
20% Deposit before material is ordered
30% After 1st half of windows are installed
20% After 2nd half of windows installed
10% At job completion

Prices good for 60 days.
Credit cards are accepted at a 3% service charge.

TOTAL

\$218,272.00



Advanced Energy Services
 1051 E. High Street, Mundelein, IL 60060
 www.GreenHomeAES.com
 (224) 475-0290

Sent 4/21/2020

April 21, 2020

Fareed Hague
 263 W Lincoln Highway
 Dekalb, IL 60115

Re: Building improvement proposal

WINDOWS:

Replace second floor windows with new vinyl windows. \$78,372.00
 Remove original windows and dispose of them.
 Vinyl windows are made by Lindsey with a painted interior trim.

IMPROVEMENTS AT ENTRY:

Interior front walls with new entry on interior \$46,732.00
 Entry will be approximately 6' x 10'
 3 ft. door with tempered glass panes.
 Inside to be drywalled.

TUCK POINTING:

Tuck point exterior of building per \$142,686.00
 discussion with owner on what is to be repaired.

INTERIOR WALLS:

Build walls on interior approx.. 12' long to create \$18,679.00
 a display area at the front of the building.

PAYMENT TERMS:

50% at start
 50% at completion



CERTIFIED PROFESSIONAL



October 12, 2020

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

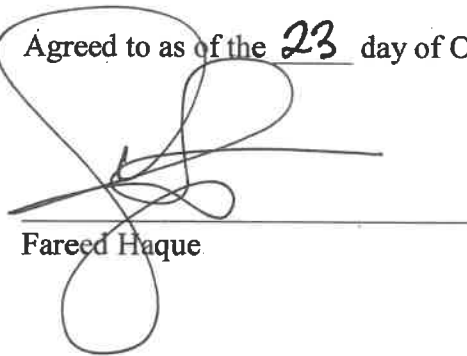
Re: City of DeKalb AIP Grant / Letter Agreement

Fareed Haque, (“Owner”) hereby acknowledges and agrees to the terms of that certain Resolution 2020-104 (“the Resolution”), approving of an \$18,011.00 AIP Grant for Fareed Haque, (“Owner”) for use at 263 E. Lincoln Highway, 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 \$18,011.00 on renovation at the Property consisting of: tuckpointing. The AIP Grant shall be in the amount which is the lesser of a) \$18,011.00; or b) in the event Owner fails to incur costs of \$18,011.00 for renovation at the Property, the amount which represents a pro-rata reduction of the approved AIP Grant (based on a pro-rate reduction in Owner’s investment of \$36,022.00; 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 50% of the total project costs.
- 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 full 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 improvement 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 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 of the funding approval from the City shall terminate and this Resolution shall be of no further force or effect.

Agreed to as of the 23 day of October, 2020.



Fareed Haque

