

**AUTHORIZING AN ARCHITECTURAL IMPROVEMENT PROGRAM (AIP) ECONOMIC INCENTIVE FOR NATALIE BROWN FOR THE PROPERTY LOCATED AT 115 NORTH FIRST STREET, DEKALB, ILLINOIS IN THE AMOUNT OF \$1,675.00.**

**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 Natalie Brown for the Property Located at 115 North First Street, DeKalb, Illinois in the amount of \$1,675.00.

**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 \$1,675.00 for Natalie Brown (the "Owner") for use at the property located at 115 North First 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 \$6,700 on renovation at the Property consisting of: exterior painting on the sides of the building. The AIP Grant shall be in the amount which is the lesser of: a) \$1,675.00; or, b) the amount which is not more than 25% 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 22<sup>nd</sup> day of February 2021 and approved by me as Mayor on the same day. Passed by 7-0-1 roll call vote. Aye: Finucane (Remote), Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None. Abstain: Morris.

**ATTEST:**

  
\_\_\_\_\_  
RUTH A. SCOTT, Executive Assistant

  
\_\_\_\_\_  
JERRY SMITH, Mayor





J & M's Painting.  
1108 South 1St Street  
DeKalb, IL 60115  
(815) 217-5745  
maromero02@hotmail.com

**ADDRESS**  
Nathalie Brown  
115 N First St  
DeKalb, IL 60115

**SHIP TO**  
Nathalie Brown  
115 N First St  
DeKalb, IL 60115

Estimate Ext Window Paint

DATE 06/10/2020

ACTIVITY	QTY	RATE	AMOUNT
Exterior Painting Scrape, prime and paint exterior windows. Paint 3 exterior ceilings	1	4,900.00	4,900.00
Exterior Painting Paint window screen	1	1,800.00	1,800.00

TOTAL

\$6,700.00

Accepted By

Accepted Date

TRUECOLOR  
Ruble Farmer, Owner  
300S. Somonauk Rd Box 50  
Cor TLand, IL 60112

Contractors Invoice

WORK PERFORMED AT:  
115 N First St.  
DeKalb, IL 60115

TO:  
Natalie Brown

DATE: 5-20-19  
YOUR WORK ORDER NO.  
OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Paint ALL EXTERIOR WOOD TOTAL \$14,250.00

Finish Coat ALL:  
Windows  
Window Frames  
Window Screens  
Doors  
Door Frames  
#3 PORTICO'S

ALL wood will be sanded  
will scrape where necessary  
will prime all wood using oilbase primer  
will caulk all where necessary  
will finish with 2 top coats of Benjamin Moore low sheen.

Note: ALL windows will be glazed  
There is some metal work that is included.  
Will use Benjamin Moore products

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

This is a  Partial  Full invoice due and payable by: \_\_\_\_\_  
in accordance with our  Agreement  Proposal No. \_\_\_\_\_ Dated \_\_\_\_\_  
Month Day Year Month Day Year

**February 23, 2021**

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


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

Natalie Brown, (“Owner”) hereby acknowledges and agrees to the terms of that certain Resolution 2021-019 (“the Resolution”), approving of an \$1,675.00 AIP Grant for Natalie Brown, (“Owner”) for use at 115 N. First 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 \$6,700 on renovation at the Property consisting of: exterior painting on the sides of the building. The AIP Grant shall be in the amount which is the lesser of: a) \$1,675.00; or, b) the amount which is not more than 25% 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 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 Resolution 2021-019 Page 2 of 2 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 26<sup>th</sup> day of February, 2021.

  
\_\_\_\_\_  
Natalie Brown

