RESOLUTION 2021-019

AUTHORIZED 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 22nd 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**  
1106 South 1st Street  
DeKalb, IL 60115  
(315) 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

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**Estimate Ext Window Paint**

**DATE 06/10/2020**

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<th>ACTIVITY</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
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<tr>
<td>Exterior Painting</td>
<td>1</td>
<td>4.900</td>
<td>4.900</td>
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<tr>
<td>Scrape, prime and paint exterior windows.</td>
<td></td>
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<tr>
<td>Paint 3 exterior ceilings</td>
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</tr>
<tr>
<td>Exterior Painting</td>
<td>1</td>
<td>1.800</td>
<td>1.800</td>
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<tr>
<td>Paint window screen</td>
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**TOTAL** $6,700.00

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**Accepted By**

**Accepted Date**
<table>
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<tr>
<th>TO:</th>
<th>Natalie Brown</th>
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<tbody>
<tr>
<td>DATE</td>
<td>5-20-19</td>
</tr>
<tr>
<td>WORK PERFORMED AT:</td>
<td>115 N First St. Dekalb, IL 60115</td>
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<tr>
<td>DESCRIPTION OF WORK PERFORMED</td>
<td>Paint: All Exterior Wood Total $14,250.00</td>
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Finish Coat All:
- Windows
- Window Frames
- Window Screens
- Doors
- Door Frames
- 3 Porticos

All Wood will be Sand and
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: [Month] [Day] [Year]
in accordance with our [ ] Agreement [ ] Proposal No. [ ] Dated [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 16th day of February, 2021.

_____________________________
Natalie Brown