

**AUTHORIZING AN ARCHITECTURAL IMPROVEMENT PROGRAM (AIP) ECONOMIC INCENTIVE FOR HICKEY'S CORNER STORE, LOCATED AT 218 W. LINCOLN HIGHWAY, DEKALB, ILLINOIS, IN THE AMOUNT OF \$1,185.**

**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 Hickeys Corner Store for the Property Located at 218 W Lincoln Hwy, DeKalb, Illinois in the amount of \$1,185.00.

**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 \$1,185.00 for Hickeys Corner Store (herein referred to as the "Owner") for use at the property located at 218 W Lincoln Hwy, DeKalb, Illinois (herein referred to as "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 \$11,850.00 on renovation at the Property consisting of: replacing and seal coating damaged asphalt. The AIP Grant shall be in the amount which is the lesser of: a) \$1,185.00; or b) the amount which is not more than 10% 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 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:** 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 28<sup>th</sup> day of June 2021 and approved by me as Mayor on the same day. Passed by a 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: LARRY HICKEY D.B.A. HICKEY'S CORNER STORE, LLC  
Home Address: (B) 218 W. LINCOLN HWY (H) 1521 CHRISTINE DR.  
Property Identification Number (PIN): 08-22-253-007 *Sycamore*  
Location of Property: 218 W. LINCOLN HWY DEKALB  
Phone Number: 815 739-0655 Email: SOXWIN815@aol.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 Unightly Utilities
- Exterior Painting

**Deferred Maintenance – 10% Reimbursement**

- Roof Repair or Replacement
- Gutter Replacement
- Stair and Handrail Replacement
- Floor Surface Repair
- Water Damage Repair
- ASPHALT REPLACEMENT

Have you consulted with the City about your project?  Yes  No  
If yes, with whom did you speak? BRENDA HUDSON / JOST

Total cost estimate of Project: \$ 12,000 - \$ 13,000

Matching funds requested: \$ 1300.00  
(up to a maximum of \$25,000)

How long has the property been owned by you? 1990

**Project Description**

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

Please see ATTACHED QUOTE. We are repairing  
and replacing approx 3400 sq FT of broken  
down ASPHALT. Quote is a little less because  
we are repairing one other section and sealcoating  
the entire lot.



Applicant(s) [Signature] OWNER/MGR LLC

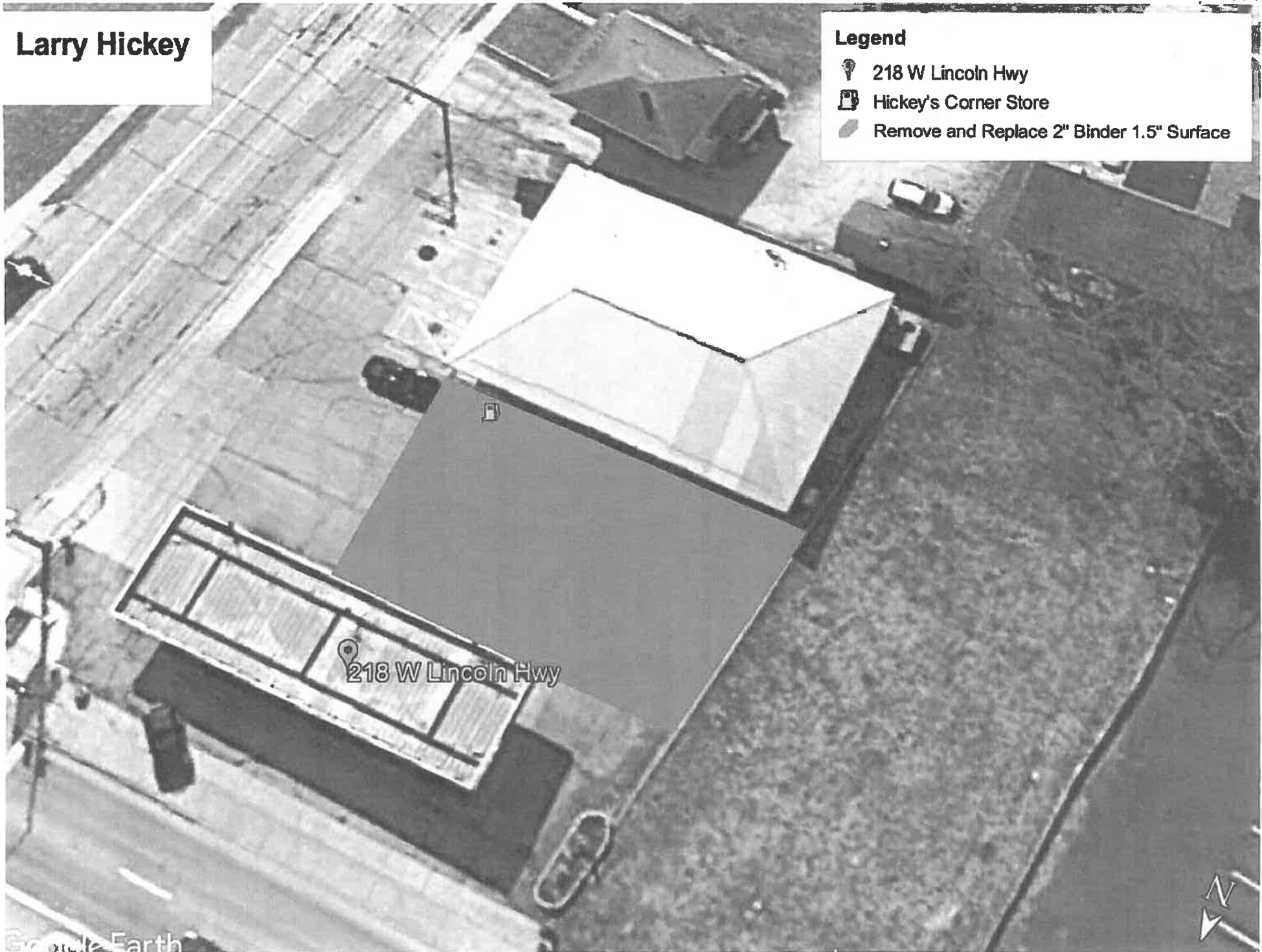
Date: 5/19/21

[Signature]

Larry Hickey

**Legend**

-  218 W Lincoln Hwy
-  Hickey's Corner Store
-  Remove and Replace 2" Binder 1.5" Surface



218 W Lincoln Hwy

# Royer Asphalt Paving

A Division of Curran Contracting Company  
 2220 County Farm Road DeKalb, IL 60115  
 Phone (815) 756-9394 / Fax (815) 758-0929

**PROPOSAL**  
**90-21-0292**

Awarded \_\_\_\_\_  
 Prepped \_\_\_\_\_  
 Paved \_\_\_\_\_  
 HH \_\_\_\_\_  
 SP  \_\_\_\_\_  
 Sub \_\_\_\_\_

BP \_\_\_\_\_  
 DW \_\_\_\_\_  
 PA \_\_\_\_\_  
 X PL \_\_\_\_\_  
 RR \_\_\_\_\_  
 RW \_\_\_\_\_

*Main Office: 286 Memorial Court Crystal Lake, IL 60014*

Customer <b>Larry Hickey</b>		Phone <b>(815) 739-0055</b>	DATE <b>04/30/2021</b>
STREET <b>1521 Pristine Dr.</b>		FAX	ATTN:
CITY, STATE, ZIP CODE <b>Sycamore, IL 60178</b>		JOB NAME <b>Replacing Asphalt Area</b>	
Engineer	Date of Plans	JOB LOCATION <b>218 W. Lincoln Hwy. DeKalb</b>	County: <b>DeKalb Co., IL</b>
Contact: <b>Larry</b>		<b>soxwin815@aol.com</b>	

**Our bid price includes the following: 3,407.5 Sf.**

- Prep** Remove and haul away existing asphalt, as per-measurements.  
 Fine grade and compact existing gravel base.  
 Extra gravel, if required in existing asphalt/gravel area, will be furnished and installed for \$23.00 per ton  
 Saw-cut at street for proper transition of new asphalt.
- Pave** Pave a 2" (Compacted) layer of HMA Binder Course.  
 Pave a 1.5" (Compacted) layer of HMA Surface Course.
- Stripe** Layout and stripe parking stalls.  
  
 72.5 Avg X 47=3,407.5 Sf.

**Our price for the work stated above is \$11,850.00**

- Our price does not include any of the following:**
- 1 Any permits, if-required.
  - 2 Any traffic control devices. We have flagging included for our work only.
  - 3 Any landscape restoration.
  - 4 Any concrete paving or street patching.
  - 5 Any excavation or undercutting of soft areas. (Base repairs)
  - 6 No specialty hours included i.e. night work, holidays, weekends, etc.
  - 7 Price is based on areas and scope stated above.
  - 8 Additional gravel, if-needed.
  - 9 Any structure adjustments, if-needed.

**Work to be completed in the 2021 construction season.**

If payment is not made within thirty (30) days of the date of invoice, a charge of one and one-half percent (1-1/2%) per month shall be assessed on the outstanding balance of the account. This Proposal is subject to the terms and conditions set forth on the reverse side. The terms and conditions shall have the same effect as if they were set forth in this paragraph.

Authorized Signature *Josh Taylor* 4/30/2021  
**Josh Taylor** Estimator/Superintendent

**ACCEPTANCE OF PROPOSAL** - The above estimate and conditions are satisfactory and are hereby accepted.  
 You are authorized to do the work as required. Payment will be made as outlined above.

Signature *[Signature]* Date **5/3/21**

ESTABLISHED  
1958



PROPOSAL

Ph: (815) 899.5550  
Fax: (815) 899.5562

Full Service Asphalt Paving Contractor

50W363 IL State Rt. 64  
Maple Park, IL 60151-9176

PROPOSAL SUBMITTED TO: Marathon Gas Station - Hickey's Corner Store	ATTN: Larry Hickey	DATE: 05/26/21
STREET: 218 W. Lincoln Highway	PHONE: 815-739-0055	FAX:
CITY, STATE and ZIP CODE: DeKalb, IL 60115	JOB LOCATION: Email: soxwin815@aol.com	

**PARKING LOT IMPROVEMENTS**  
(Approx. 5,336 Sq. Ft.)

1. Excavate and remove the existing asphalt (from the building to the pump island and the length of the parking lot).
2. Grade and compact the existing stone base.
3. Furnish and install hot bituminous binder course, 2" inches after compaction.
4. Furnish and install hot bituminous surface asphalt over binder course, 2" inches after compaction. (for a total of 4" inches of asphalt).
5. Re-stripe the existing layout.

**\$22,975.00**

\*Owner to supply permit if required.

We Propose hereby to furnish material and labor—complete in accordance with above specifications, for the sum of:

Twenty-two thousand seven hundred seventy-five dollars and zero cents Dollars \$ **22,975.00**

Payment to be made as follows:

25% Down Payment (\$5,743.75) and Balance Due Upon Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. 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. Our workers are fully covered by Workmen's Compensation Insurance. Meyer Paving Inc. is licensed, bonded and insured.

Authorized Signature

*Joni Rogers*

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**GUARANTEE**

Labor and Material is guaranteed 100% for one year from date of completion. No guarantee against cracks caused from growth and/or earth movement and driving over the edges of the pavement.

**Acceptance of Proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

signature X \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

**SIGN AND RETURN WHITE COPY**

TERMS C.O.D. UNLESS PREVIOUS ARRANGEMENTS HAVE BEEN MADE. Balances unpaid after 15 days from date of invoice are subject to a service charge of 2% per month, or maximum allowed by law, if different, together with expenses incidental to collection, including reasonable attorney's fees.

For more information visit us at: [www.meyerpaving.com](http://www.meyerpaving.com)





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

**June 29, 2021**

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

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


Larry Hickey, ("Owner") hereby acknowledges and agrees to the terms of that certain Resolution 2021-051 ("the Resolution"), approving of an \$1,185.00 AIP Grant for Larry Hickey, ("Owner") for use Hickey's Corner Store 218 W Lincoln Hwy, 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 \$11,850.00 on renovation at the Property consisting of: parking lot repaving. The AIP Grant shall be in the amount which is the lesser of: a) \$1,185.00; or, b) the amount which is not more than 10% 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 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.
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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 30 day of June, 2021.

 OWNER/MGR LLC  
Larry Hickey, Owner Hickey's Corner Store

