

**AUTHORIZING AN ARCHITECTURAL IMPROVEMENT PROGRAM ECONOMIC INCENTIVE FOR ACCULAB OF ILLINOIS AT 509 OAK STREET IN THE AMOUNT OF \$25,000 (FORMER CAMELOT BUILDING).**

**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**, the City's corporate authorities find that approving an Architectural Improvement Program ("AIP") grant in the amount of \$25,000 to AccuLab of Illinois for the property located at 509 Oak Street, subject to the terms and conditions of this Resolution, 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 COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**SECTION 1:** The City's corporate authorities approve an AIP Grant in the amount of \$25,000.00 for Acculab (the "Owner") to use at the property located at 509 Oak St, DeKalb, Illinois (the "Property"), subject to the following terms and conditions:

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 \$50,000.00 on renovation at the Property consisting of: Plumbing Upgrades. The AIP Grant shall be in the amount which is the lesser of: a) \$25,000.00; or b) the amount which is not more than 50% of the total project costs.
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 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.
5. 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. 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. 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.

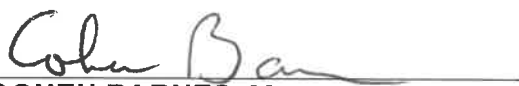
6. Owner shall complete all related work in a good and workmanlike fashion, in accordance with all applicable codes and ordinances, and after having obtained all required permits. All work shall be subject to inspection and approval by the City.
7. All work shall be completed within one (1) calendar 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.
9. Owner represents and warrants that the redevelopment of the Property would not be completed but for the AIP Grant.

**SECTION 2:** 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, that this resolution shall supersede state law in that regard within its jurisdiction.

**SECTION 3:** 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 11<sup>th</sup> day of October 2021 and approved by me as Mayor on the same day. Passed by 7-0-0-1 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre. Nay: None. Absent: None. Recused: Barnes.



  
COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant



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

**October 13, 2021**

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

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

Christopher Brundies, ("Owner") hereby acknowledges and agrees to the terms of that certain Resolution 2021-090 ("the Resolution"), approving of a \$25,000.00 AIP Grant for Acculab, ("Business") for use at 509 Oak 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 the Business, after Owner provides proof of incurring costs of not less than \$50,000 on renovation at the Property consisting of: Plumbing Upgrades. The AIP Grant shall be in the amount which is the lesser of: a) \$25,000.00; or, b) 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 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 the Business 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.

Agreed to as of the 14<sup>th</sup> day of October, 2021.

  
\_\_\_\_\_  
Christopher Brundies





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

**Architectural Improvement Program  
Application**

Name: Chris Brundies

Home Address: 438 Washington Pl Sycamore IL 60178

Property Identification Number (PIN): Parcel # 08-23-181-011

Location of Property: 310 N 5th St / 509 Oak St DeKalb

Phone Number: Cell 815-751-4737 Email: chrisbrundies@acculab.net

**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

Have you consulted with the City about your project?  Yes  No  
If yes, with whom did you speak? Matt Geheke is my contractor

Total cost estimate of Project: \$1.1 M

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

How long has the property been owned by you? July 1 2021

### Project Description

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

We are updating the power to 1200 amp, completely renovating the interior to house our wholesale optical lab. The building will house state of the art equipment producing prescription eyewear for veterans and optometry offices. We intend to clean up the exterior of the property to make it welcoming to the community.

Applicant(s) Chris Brundies Account of Illinois  
Ch Br

Date: 2 July 2021





July 13, 2021

Gehrke Construction

Attention: Michele/Jim  
Re: Acculab

**PROPOSAL IS PER PLANS PROVIDED UNLESS SPECIFIED**

- Demo existing plumbing fixtures as needed
- Install new underground plumbing for 4 new mop sinks & 2 new floor drains
- Install new Type L Copper water pipe with insulation to 4 mop sinks, 2 new water heaters, 1 Kitchen Sink, 1 laundry sink, 2 new backflow preventors
- Install new copper airline from owner's compressor to all equipment as needed
- Install new water line from backflow preventor to owners equipment
- Remove and replace 7 bathroom faucets

**TOTAL: \$79,981**

Thank you for this opportunity,

Jason Bero

Joe Bero Plumbing, Inc

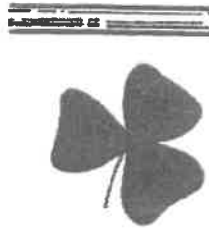
\* We propose hereby to furnish Material & Labor, complete with above specifications

\* NO scanning or X-Raying for concrete if coring or saw cutting is in price unless otherwise noted

\* ALL WORK figured during normal working hours Monday - Friday 7am -3pm unless otherwise noted

\* Our price includes our insurance limits. No permits or fees included

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**Hagerty  
and Son, Inc.**

PLUMBING

RESIDENTIAL • COMMERCIAL • INDUSTRIAL

6/25/2021

*Acculab – DeKalb, Illinois*

*Our bid on the above project is as follows*

*For Water Lines & plumbing Our Estimate \$69,925.00*

*We include the following:*

*Demolition of Designated Fixtures*

*Capping of Abandoned Lines Back to Walls*

*Insulation of Water Lines*

*Removal of Electric Water Coolers*

*20 Gallon Water Heater for Staff Washroom*

*20 Gallon Electric Water Heater for Mop Basin in Manufacturing Area*

*20 Gallon Electric Water for 2 Pieces of Equipment at North Wall*

*Water Lines of Type L Rigid Copper with Pro-Press Fittings*

*Defective fixtures will be replaced with fixtures that have been removed when possible*

*Pipe Insulation*

*Water Connection Material for Machines*

*New RPZ for Water Service*

*Connection to Kitchen Sink FBO*

*Connection to Dishwasher FBO*

*Connection to Refrigerator Ice Maker FBO*

*Pipe Hangers*

*Pressure Reducing Valve for 2 Machines along North Wall*

*Installation of 2 Mop Basins*

*Demo as Specified*

*Flexible line, Ball Valve & Pressure Reducing Valve to Machine*

*Mixing Valves for Existing Lavatories*

*RPZ for Manufacturing Water*