

AUTHORIZING AN ARCHITECTURAL IMPROVEMENT PROGRAM (AIP) ECONOMIC INCENTIVE FOR 248 E. LINCOLN HIGHWAY, DEKALB, ILLINOIS, IN THE AMOUNT OF \$1,388.30 (CHILTON'S SPORTING GOODS).

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, Chilton's Sporting Goods (the "Owner"), who is the owner of the property located at 248 E. Lincoln Highway, DeKalb, Illinois (the "Property"), requested an Architectural Improvement Program ("AIP") Grant in the amount of \$1,388.30 (the "AIP Grant") to perform roof repair at the Property (the "Project"); and

WHEREAS, the City's corporate authorities find that approving the AIP Grant 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 recitals to this resolution are adopted and incorporated herein as Section One to this Resolution.

SECTION 2: The City's corporate authorities approve the AIP Grant in the amount of \$1,388.30 to Owner to use at the Property, subject to the following terms and conditions:

1. Given the small scope of the AIP Grant, except as may otherwise be provided by this Ordinance, the City waives formal compliance with the requirements of the AIP process including, but not limited to, the requirement of a promissory note or mortgage to secure the AIP Grant.
2. City's payment of the AIP Grant shall be as a reimbursement to Owner, after Owner provides proof of incurring costs of not less than \$13,883.00 on renovation at the Property consisting of façade and exterior signage. The AIP Grant shall be in the amount which is the lesser of:
a) \$1,388.30; 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 AIP Grant, 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 and against any and all claims or damages arising out of or relating to the AIP Grant and the Project. Owner shall

provide the City with a certificate of insurance naming the City as an additional primary insured with waiver of right of subrogation prior to commencement of work. Owner agrees and acknowledges that the AIP Grant 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.
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.

SECTION 3: 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, this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 4: 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 26th day of September 2022 and approved by me as Mayor on the same day. Passed by a 5-0-2 roll call vote. Aye: Larson, Smith, McAdams, Verbic, Faivre. Nay: None. Absent: Morris, Perkins.




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: STACEY CHILTON / KIRBY CHILTON

Home Address: 321 GREENWOOD N. DEKALB

Property Identification Number (PIN): 08-23-163-008

Location of Property: 248 E. LINCOLN

Phone Number: 815-758-3152 Email: CHILTONSPORTS@GMAIL.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

Date: 9/7/22



CONTRACT

MIKE JOHNSON INC

Full Service Builder - Mold Restoration - Fire Restoration

630 South Seventh St 126 Johnst
Detroit MI 48215
630-688-8884 630-672-5547

Date: _____

Proposal Submitted To: Childrens Sports goods	Work To Be Performed At: Lincoln Hwy Detroit MI 48215
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We Herby Propose To Furnish The Labor Necessary For The Completion Of:

Repair leak roof with EPDM membrane Start with back with five sheet repair. if leak stops then stop, if still leaks do another 2 rolls and so forth. 7 total repairs
TOTAL

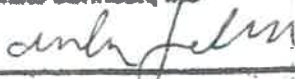
All labor is guaranteed to be as specified, and the above work is to be performed in accordance with the specifications submitted above and completed in a substantial workmanlike manner for the sum of \$13,883 with payments to be made as follows:

Respectfully Submitted:
Mike Johnson, President

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted.
Mike Johnson Inc is authorized to perform the work as specified.
Payment will be outlined above.

Signature: _____
Printed: _____
Date: _____

Mike Johnson, Inc

Mike Johnson, President
Date: _____



164 East Lincoln Highway
DeKalb, Illinois 60115
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September 27, 2022

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

RE: City of DeKalb AIP Grant / Letter Agreement

Stacey & Kirby Chilton, ("Owner") hereby acknowledges and agrees to the terms of that certain Resolution 2022-088 ("the Resolution"), approving of a \$1,388.30 Architectural Improvement Program ("AIP") Grant for Chilton's Sporting Goods, ("Business") for use at 248 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 the Owner, after Owner provides proof of incurring costs of not less than \$13,883.00 on renovation of the Property consisting of: roof repair or replacement. The AIP Grant shall be in the amount which is the lesser of: a) \$1,388.30; 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 AIP Grant, 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 said 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. The Owner agrees to indemnify, defend and hold harmless the City from any and all claims or damages arising out of or relating to the AIP Grant and the Project. 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 AIP Grant is payable to the 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.
7. All work shall be completed within one (1) calendar year of the date of approval of the Resolution, or the funding approval contemplated herein shall terminate and the Resolution shall be of no further force or effect.
8. Owner shall provide this signed agreement to the City, acknowledging and agreeing to the terms and conditions of the Resolution, prior to the City's issuance of payment to Owner.

Agreed to as of the 5 day of Oct., 2022.


Stacey Chilton / Kirby Chilton

