

**AUTHORIZING AN ARCHITECTURAL IMPROVEMENT PROGRAM (AIP)
ECONOMIC INCENTIVE FOR OQ NAILS & SPA, 237 E. LINCOLN HIGHWAY,
DEKALB, ILLINOIS (KRISTY NGUYEN).**

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, Kristy Nguyen (the "Owner") is the owner of the property located at 248 E. Lincoln Highway, DeKalb, Illinois (the "Property") who requested an Architectural Improvement Program ("AIP") Grant in the amount of \$10,775 (the "AIP Grant") to perform roof repair and terra cotta repair/tuckpointing 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 \$10,775 to Owner for the Project 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 \$21,550 on the Project at the Property. The AIP Grant shall be in the amount which is the lesser of: a) \$10,775; or b) the amount which is not more than 10% of the roof repair and 50% of the terra cotta repair/tuckpointing.
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 and its officers, employees, and agents 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 12th day of December 2022 and approved by me as Mayor on the same day. Passed by 7-0-1 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre. Nay: None. Recused: Barnes.




COHEN BARNES, Mayor

ATTEST:


Ruth A. Scott, Executive Assistant

**Architectural Improvement Program
Application**

Name: Kristy Nguyen

Home Address: 237 E. Lincoln Hwy, DeKalb IL 60115

Property Identification Number (PIN): 0823159042

Location of Property: QQ Nails & Spa

Phone Number: 815-668-5156 Email: Kieudiemnguyen85@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
- ☐ Water Damage Repair

Major Capital Improvements – 50% Reimbursement

ADA Compliance	Façade Renovations	Life Safety Equipment
Electrical, Mechanical, and Plumbing Upgrades	Architectural Design Fees	Restoration of Historic Architectural Features
Fire Alarm and Suppression Systems	Tuckpointing	

Minor Capital Improvements – 25% Reimbursement

Exterior Lighting	Exterior Painting	Window & Door Replacement
Screening of Unsightly Utilities		

Deferred Maintenance – 10% Reimbursement

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

Other improvements not listed above may be eligible for reimbursement subject to the determination of City Council. This program is intended to provide financial assistance to projects that not only make significant and substantial improvements to the property or aesthetic improvements, but to also provide assistance to properties that have had issues with deferred maintenance. Code compliance items and other improvements related to deferred maintenance are eligible to receive funding. All applications that contain code compliance items will be reviewed by the City of DeKalb Community Development Department for input and approval. However, City Council reserves the right to deny funding or reduce the normal match.

Ineligible Improvements

Some projects are not eligible for this program because they are not eligible under the regulations of Tax Increment Financing have been deemed not to meet the goals and objectives of the program. This include but are not limited to the following:

- Incidental expenses and fees, such as building permit fees, estimate preparation fees.
- Any abrasive cleaning methods that would result in permanent damage to the building surface or materials.
- Signage

Have you consulted with the City about your project? ☒ Yes ☐ No

If yes, with whom did you speak? Aaron Walker

Total cost estimate of Project: \$45,000 - \$50,000

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

How long has the property been owned by you? May 2015 (7 Years)

Project Description

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

There was a piece on the top of the front building fall off to the ground last year. There are a lots of cracking line from 2nd level to the top now and the contractor refuse to fix only the piece that need to replacement, cause it soon will have problem from a lot of cracking and fall off again & they have to responsible for it. It need to get all tear down & rebuild the front.

The roof also need to repair or replacement cause it got leaking down to couple spot from upper level.

Applicant(s)

Kristy Kieu Nguyen

Date: 09-07-22



Downtown TIF (TIF 3)



File: \\Community Development\\TIF Downtown Proposed - Final Boundary2.mxd

Created: 5/14/2018 DJE

Last Updated: 6/24/2019 DJE



0 200 400 800 1,200 1,600 2,000 Feet



A PLAN CONSTRUCTION
1212 SYCAMORE RD
DEKALB, IL 60115 US
+1 8157936921
Aplanconstruction.est@gmail.com

Invoice Drywall Bid May 2038

DATE
09/22/2022

PLEASE PAY
\$14,039.00

DUE DATE
09/22/2022

BILL TO

O Q Nails
237 Lincoln Highway
Dekalb

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Roofing income:A plan roof	1	8,405.00	8,405.00T
	Tuck point masonry above awning at 237 Lincoln highway. Repair missing Terra cotta . Install cap on front of building. Includes all labor and materials.			
	Services	1	3,400.00	3,400.00T
	Clean and Seal all Terra cotta masonry above awning. Paint all window trims with exterior oil base white paint. Remove awning and reinstall after work complete. Includes building permit.			
	Services	1	1,000.00	1,000.00T
	Take down stone on top of building Aprox 8"x60" There will be no wire frame with tapcon anchors due to the liability of bonding to limestone. There is no guarantee on this type of work. I am discounting my scope of work for \$1000.			
	I would recommend a inspection Every year to make sure there are no new areas that could be compromised by the winter weather.			

Thank you for your Business

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Services	1	8,800.00	8,800.00T
	Remove the last 2 stone face at the top of building. There is a small hair line Crack and I believe these two faces should be removed to match the west side of building. New cap will be extended on to this face by 2 inches with a hem crimp.			
	Remove loose bitimus roofing on back side of wall where water is getting in and has compromised the integrity of this structure. Install plywood on back side and reseal. Cap will overlay new back side of parapet wall.			
		SUBTOTAL		21,605.00
		TAX		672.40
		TOTAL		22,277.40
		PAYMENT		8,238.40
		TOTAL DUE		\$14,039.00

THANK YOU.

LJ Masonry Inc.
23W647 Picton Rd
ROSELLE, IL 60172
773.269.1300
LJMASONRYINC@GMAIL.COM
www.ljmasonrychicago.com



Contract Date: 11.11.2022

Customer:

Job Address:

OQ Nails and Spa
237 E. Lincoln Hwy
Dekalb, IL 60115
Phone: 773.240.5996
Email: huyenthoaihus@gmail.com

Site Drawings:



1. Scope of Work: Front facade

1. Stage sidewalk canopy for safety.
2. Remove awning and set aside.
3. Stage scaffolding.
4. Mortar joints will be cut out or raked (100%) as required to a 5/8" depth or to a solid bed joint with power routing tools designed to remove the mortar without unduly damaging the abutting masonry.
5. Grinding operation shall be completed with use of dust control vacuums.
6. After cleaning and flushing with water or compressed air, joints that have been cut out shall be filled with a type "N" mortar.
7. New mortar shall be packed tightly into joints to match existing mortar joint profile.
8. Remove safety netting on parapet wall.
9. Chisel out loose stone on parapet wall.
10. Repair parapet to match existing.
11. Wash using commercial grade scum.
12. Apply one coat of MasterProtect HB 400, Water Based, High Build, 100% acrylic waterproof coating. Color to match existing color.
13. Dispose of all debris associated with this project.

Total cost of labor and material: \$19,500.00

2. Scope of Work: Roof overlay

1. Remove 24g existing prefinished steel copings and set aside.
2. Remove terra cotta copings and set aside.
3. Torch down white granulated modified bitumen cap sheet.
4. Modified membrane will run up and over parapet walls and terminate using cap nails.
5. Flash all curbs and penetrations.
6. Re-use existing 24g prefinished steel coping on parapet walls.
7. Re-install terra cotta copings.
8. Dispose of all debris associated with this project.

Total cost of labor and material: \$10,250.00

Note: Excludes Permit fees and architectural drawings, if required.

Payment Terms:

Our payment terms are as follows: Half of the final payment is required at the start of the project and the remaining balance at the end of March 2023 per clients request.

Please Note: All delinquent accounts of thirty days (30) or more will be subject to a monthly finance fee of 1.5%

WARRANTY:

The contractor signatory below, acting as a representative of LJ Masonry Inc., hereby guarantees that the construction work performed at _____ to be free, to the best of our abilities, from defects in workmanship for a period of one (3) year from the date of notice completion, _____.

The following Limited Warranty applies and is limited as follows:

1. LJ Masonry Inc. will not be liable, under any circumstances, for construction work subject to accident, misuse or abuse, lack of maintenance, or repairs made or attempted by other outside vendors.
2. LJ Masonry Inc. will not be liable under any circumstances, for damage caused to construction work by natural disaster or any act of God under.
3. LJ Masonry Inc. will not be liable under any circumstances, for issues associated with the owner or its agents, (architect or engineer) failing to provide an adequate design, plans, or specifications, or failing to exercise professional care.
4. Under no circumstances shall LJ Masonry Inc. be liable by virtue of its warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use or inability to use because of the construction defect.
5. LJ Masonry Inc. shall be immediately notified in writing with ten (10) days of first knowledge of defect by owner or his/her agent.

6. LJ Masonry Inc. shall be given first opportunity to make any repairs, replacements or corrections to defective construction at no cost to owner or association within a reasonable period of time.
7. This warranty is not valid unless the contract is paid in full.

LJ Masonry INC.

HOMEOWNER

SIGNATURE

SIGNATURE

PRINT

PRINT

DATE: _____

DATE: _____

In order to provide the highest level of safety and quality for both our clients and our team, the following terms and conditions do apply:

- I. This proposal may be nullified if not approved withing thirty (30) days of submittance.
- II. Any change orders encountered will be submitted for approval, and will be at completed at an additional fee.
- III. A water spigot and 110V power source must be available to our team at LJ Masonry Inc. for no additional cost.
- IV. All windows and doors must be closed at all times during construction hours. This ensures the cleanliness of the building, as well as the ability for our team to work efficiently. Typical construction hours will be Monday through Friday from 8:00 AM – 5:30 PM.

- V. We will take every effort to start and end each project with as little debris as possible. However, LJ Masonry Inc. cannot be held responsible for accidental dust entering the building due to preexisting conditions, and/or improper or unmaintained exterior façade, and/or windows and/or doors being left open around building.
- VI. LJ Masonry Inc. value our team's safety, and as such uses common safety practices in accordance with the City of Chicago and OSHA requirements.
- VII. Please note, that unless otherwise stated, permits are EXCLUDED from this base bid. Costs for permits and expediting fees, if required, will be charged as incurred and are in addition to the proposal price.

Thank you for giving us the opportunity to bid on this project for you!

This Proposal is subject to revision or withdrawal by Contractor for any reason until communication of acceptance and may be revised after communication of acceptance where an inadvertent error by Contractor has occurred. This Proposal expires thirty (30) days after the date stated above if not earlier accepted, revised, or withdrawn.

The undersigned hereby accepts this Proposal and, intending to be legally bound hereby, agrees that this writing shall be a binding contract and shall constitute the entire contract, subject to the approval of credit by Contractor which approval shall not be unreasonably withheld.

LJ Masonry INC.

HOMEOWNER

SIGNATURE

SIGNATURE

PRINT

PRINT

DATE: _____

DATE: _____

Scott, Ruth

From: Dittman, Carrie
Sent: Monday, March 6, 2023 3:52 PM
To: Scott, Ruth
Cc: Nicklas, Bill
Subject: RE: Resolution and Ordinance Document Status Request

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Ruth,

I have sent several emails to OQ Nails and she's met with Dawn several times as well, and Dawn has reiterated what the City needs. At this point she has refused to pay her contractor, who has also been in several times, and we have both spoken with him. We are awaiting her to pay him and submit the required docs in order to be reimbursed.

Carrie

From: Scott, Ruth <Ruth.Scott@CITYOFDEKALB.com>
Sent: Monday, March 6, 2023 3:35 PM
To: Gill, Zachary <Zachary.Gill@CITYOFDEKALB.com>; Yochem, Jennifer <Jennifer.Yochem@cityofdekalb.com>; Dittman, Carrie <Carrie.Dittman@cityofdekalb.com>; Olson, Dan <Dan.Olson@CITYOFDEKALB.com>
Cc: Nicklas, Bill <bill.nicklas@CITYOFDEKALB.com>
Subject: Resolution and Ordinance Document Status Request
Importance: High

All,

I've attached a list of those resolutions and ordinances that still have outstanding documents due for the City's records. Please advise status for those documents under your name.

Thanks!

Ruth A. Scott
Executive Assistant / Recording Secretary
City of DeKalb
164 E. Lincoln Highway
DeKalb, Illinois 60115
Phone: (815) 748-2090
Fax: (815) 748-2091
Email: ruth.scott@cityofdekalb.com

