

**AUTHORIZING AN ARCHITECTURAL IMPROVEMENT PROGRAM (AIP)  
ECONOMIC INCENTIVE FOR 255 E. LINCOLN HIGHWAY, DEKALB, ILLINOIS  
IN THE AMOUNT OF \$22,790 (THAI PAVILION).**

**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 it is in the City's best interests to approve an Architectural Improvement Program ("AIP") grant in the amount of \$22,790.00 to Thai Pavilion for the property located at 255 E. Lincoln Highway, DeKalb, Illinois, subject to the terms and conditions of this Resolution, 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 \$22,790.00 for Thai Pavilion (the "Owner") to use at the property located at 255 E. Lincoln Highway, 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 provided by this Resolution. 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 upon Owner providing proof of incurring costs of not less than \$54,510.00 for renovating the Property including, but not limited to, ADA Compliance (the "Project"). The AIP Grant shall be in the amount which is the lesser of: (a) \$22,790.00; 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 AIP Grant, to maintain the improvements funded by this AIP Grant for a period of not less than five (5) years. The AIP Grant shall be considered partially forgiven by 20% each year on the anniversary of said payment to Owner until fully forgiven on the fifth anniversary of said 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 and the Project. 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. Owner shall complete the Project 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. The Project 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 Project would not be completed but for the AIP Grant.
10. Payment of the AIP Grant shall be expressly limited to funds available in the City's TIF 3 fund, and is contingent upon compliance with the TIF Act, the AIP, and this Resolution.

**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 14<sup>th</sup> day of August 2023 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Zasada, Larson, Smith, Perkins, McAdams, Verbic, Walker. Nay: None. Recused: Barnes.



  
COHEN BARNES, Mayor

ATTEST:  
  
Ruth A. Scott, Executive Assistant

Architectural Improvement Program  
 Application

Name: WONG SAMUEL

Home Address: 277 PER FIVE DR # B DEKALB IL 60115

Property Identification Number (PIN): PAR 08 23 159 024

Location of Property: 255 East Lincoln Hwy

Phone Number: 224 715 3571 Email: samwonghkusa@yahoo.com

Proposed Use of Funding:

Major Capital Improvements – 50% Reimbursement 40,910

- ☐ ADA Compliance
- ☐ Façade Renovations 35,860
- ☐ Tuckpointing 3100
- ☐ Life Safety Equipment
- ☐ Electrical, Mechanical, and Plumbing Upgrades 1500
- ☐ Architectural Design Fees 550
- ☐ Restoration of Historic Architectural Features
- ☐ Fire Alarm and Suppression Systems

Minor Capital Improvements – 25% Reimbursement 6500

- ☐ Exterior Lighting
- ☐ Window & Door Replacement Roof Door \$ 5,000
- ☐ Screening of Unsightly Utilities
- ☐ Exterior Painting 700 + 800

Deferred Maintenance – 10% Reimbursement 7100

- ☐ Roof Repair or Replacement \$ 800 FLASHING
- ☐ Gutter Replacement
- ☐ Stair and Handrail Replacement Interior to Roof 3,000
- ☐ Floor Surface Repair \$ 3300
- ☐ Water Damage Repair

TOTAL 54,510

Reimbursement 22,790

paid by Sam 31,720

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

If yes, with whom did you speak? Dawn HARPER

Total cost estimate of Project: \$ 54,510

Matching funds requested: 22,790  
(up to a maximum of \$25,000)

How long has the property been owned by you? 2 years

### Project Description

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

New Store front

tuck point exterior

Painting

Re-finish floors

Stairs & Door

Applicant(s) 

Date: 4-13-23





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

## Estimate 1768

DATE 04/12/2023	TOTAL <b>\$54,510.00</b>	EXPIRATION DATE 04/12/2023
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### ADDRESS

Samuel Wong  
 255 E Lincoln Hwy  
 Dekalb

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>GENERAL</b> Remove and replace dated glass and clading. New 3.0 door with pushbar and closer. Install new 4.5" bronze colored aluminum framing with energy efficient low E glass. New caulking	1	20,760.00	20,760.00
	Includes disposal of waste.			
	<b>GENERAL</b> Frame in new opening . Remove window bench area. Board up after demolition awaiting new glass. New drywall ceiling and painting. Repair flooring.	1	15,000.00	15,000.00
	<b>GENERAL</b> Cut out mortar joints and Tuckpoint all joints in facade	1	<del>3,100.00</del>	3,100.00
	<b>GENERAL</b> Electrical outlets and electrical with cover for new lighting upgrade.	1	<del>1,500.00</del>	1,500.00
	<b>GENERAL</b> Drawing design	1	✓550.00	550.00
	<b>GENERAL</b> 72" Roof door hatch and instalation	1	✓5,000.00	5,000.00
	<b>GENERAL</b> Exterior painting of rusted steel beam and ceiling	1	<del>1,500.00</del>	1,500.00
	<b>GENERAL</b> Roof repair and flashing	1	✓800.00	800.00
	<b>GENERAL</b> Relocate stairs and add handrail	1	<del>3,000.00</del>	3,000.00
	<b>GENERAL</b> Re-finish hardwood floors and 2 coats of sealer	1	3,300.00 ✓	3,300.00

SUBTOTAL	54,510.00
TAX	6.06

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TOTAL	\$54,510.00
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THANK YOU.

Accepted By

Accepted Date

Thank you for your Business

([https://play.google.com/store/apps/details?id=com.easyinvoice&utm\\_source=shareDocument&pcampaignid=pcampaignidMKT-Other-global-all-co-prtnr-py-PartBadge-Mar2515-1](https://play.google.com/store/apps/details?id=com.easyinvoice&utm_source=shareDocument&pcampaignid=pcampaignidMKT-Other-global-all-co-prtnr-py-PartBadge-Mar2515-1))

[Print \(? print=1\)](#)



## Estimate: EST-1

Bill To

**Sam Wong**

Estimate  
Date: 07/13/23  
Total: \$58,868.00

## Legend Restoration

[legendrestoration@gmail.com](mailto:legendrestoration@gmail.com) (<mailto:legendrestoration@gmail.com>)  
<https://invoiceeasy.com/p/iykM4LKfM7MhJSbCjBD49RxEjcr1>  
(<https://invoiceeasy.com/p/iykM4LKfM7MhJSbCjBD49RxEjcr1>)

### Billed Items

Item	Unit Cost	Quantity	Cost
Roof top entrance with stairs and hatch	\$7,200.00	1	\$7,200.00
Hardwood floor renovation. Sand floors including wood replacement at entrance, install 3 coats of clear polyurethane to floors	\$3.00	2180	\$6,540.00
Electrical upgrades Install new outlets and lighting in entrance to building. Cap off existing electrical.	\$360.00	8	\$2,880.00
Masonry repairs Tuck point limestone on front of building to prevent any more decay.	\$16.24	200	\$3,248.00

Item	Unit Cost	Quantity	Cost
Remove existing store front glass and frames Install new bronze aluminum frame work to match adjacent restaurant as shown on drawing. Install tempered glass. Install new door with push bar and closer. Includes board up and haul away.	\$1,500.00	26	\$39,000.00

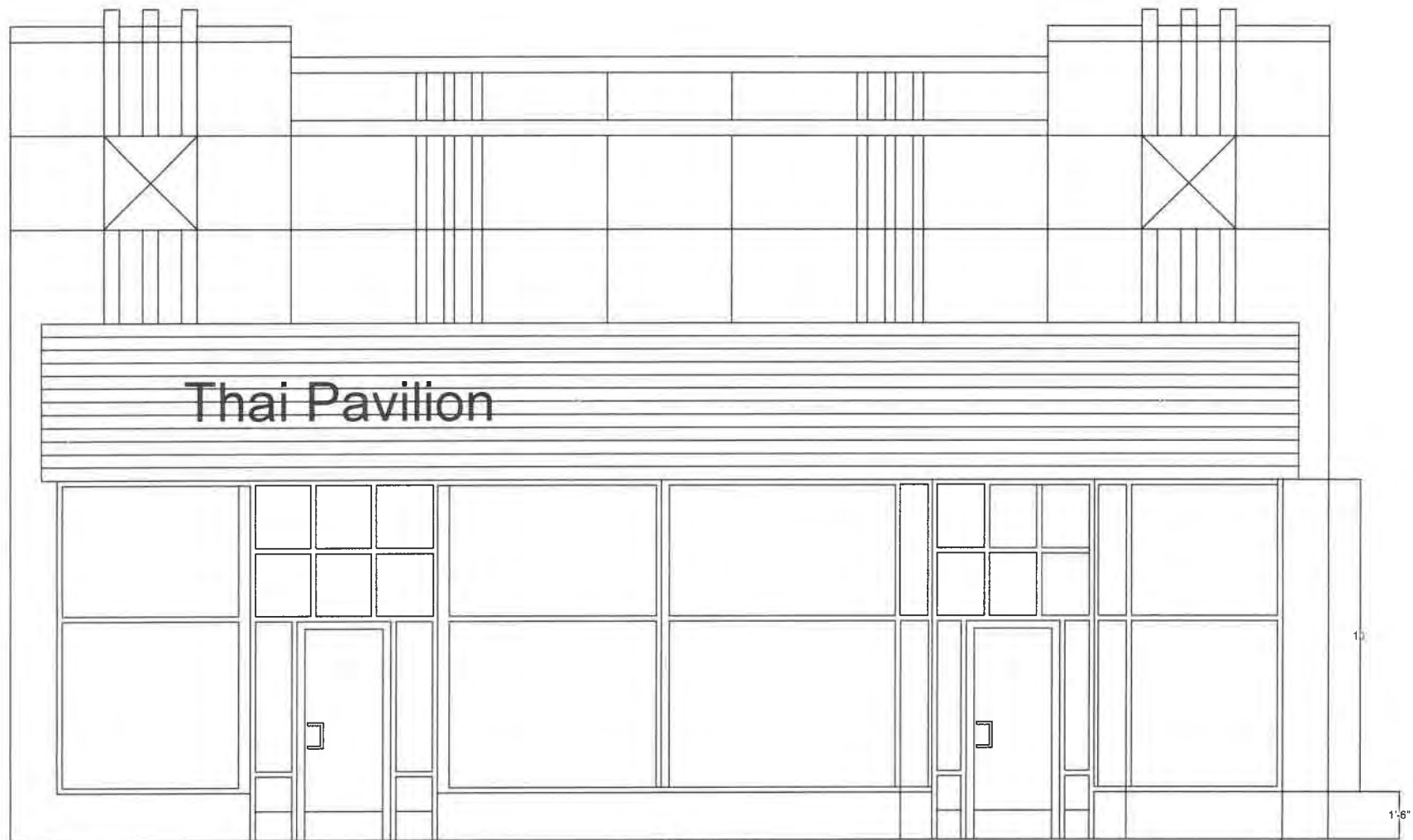
**Bill To**

Sam Wong  
251 E Lincoln Hwy  
Dekalb, Il  
P: 2247153571

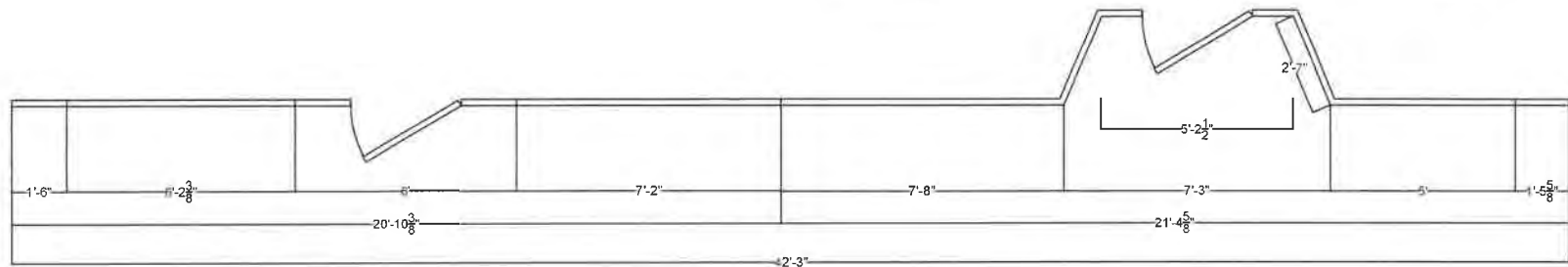
Subtotal \$58,868.00

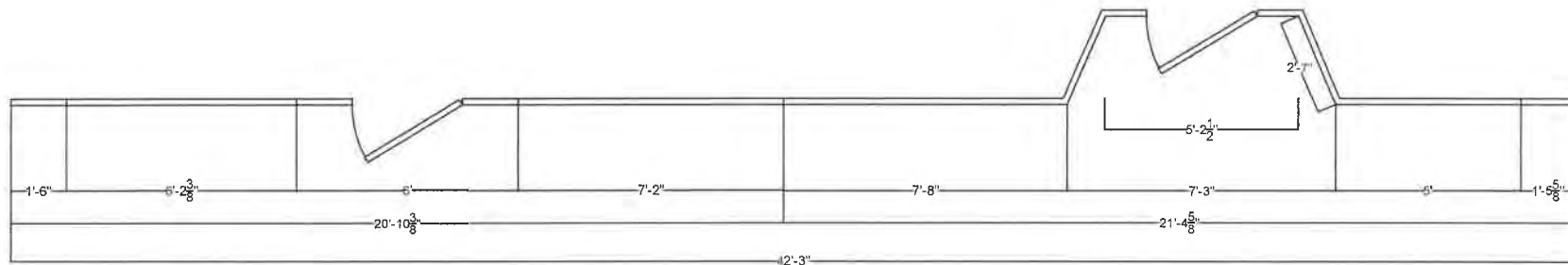
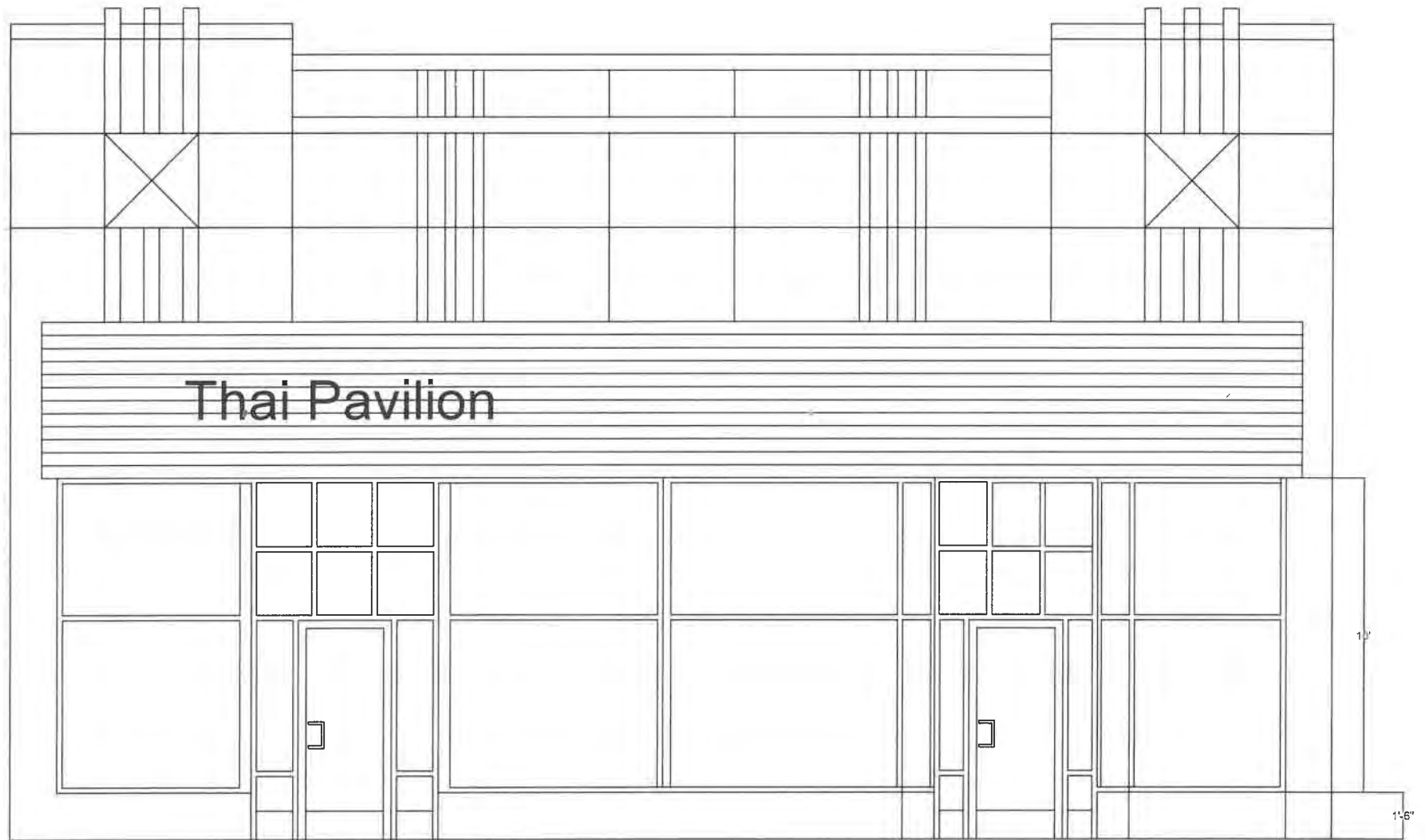
**Total: \$58,868.00 (USD)**





NEW STORE FRONT GLASS







## Downtown TIF (TIF 3)





**ARCHITECTURAL IMPROVEMENT PROGRAM  
255 EAST LINCOLN HWY BREAKOUT**

<b>MAJOR CAPITAL IMPROVEMENTS 50%</b>	<b>COST</b>	<b>AIP GRANT</b>	<b>NOTES</b>
ADA Compliance		\$0.00	
Façade Renovations		\$0.00	
Tucking pointing	\$3,100.00	\$1,550.00	Tuckpointing
Life Safety Equipment		\$0.00	
Electrical Upgrades	\$1,500.00	\$750.00	Outlets & Lighting upgrades
Mechanical Upgrades		\$0.00	
Plumbing Upgrades		\$0.00	
Architectural Design Fees	\$550.00	\$275.00	Design fees
Restoration of Historic Archectural Features		\$0.00	
Fire Alarm & Suppression Systems		\$0.00	
<b>MINOR CAPITAL IMPROVEMENTS 25%</b>			
Exterior Lighting		\$0.00	
Window Replacement	\$20,760.00	\$5,190.00	Replace glass store front
Door Replacement	\$5,000.00	\$1,250.00	Roof Door/Hatch
Screening of Unsightly Utilities		\$0.00	
Exterior Painting	\$1,500.00	\$375.00	Painting steel beams? Deferred maintenace?
<b>DEFERRED MAINTENANCE 10%</b>			
Roof repair or replacement	\$800.00	\$80.00	Roof repair & flashing
Gutter Replacement		\$0.00	
Stair & Handrail Replacement	\$3,000.00	\$300.00	Relocate stairs & add handrail
Floor Surface Repair	\$18,300.00	\$1,830.00	Re-finish floors & sealer
Water Damage Repair		\$0.00	
<b>TOTAL AIP GRANT</b>	<b>\$54,510.00</b>	<b>\$11,600.00</b>	



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

August 16, 2023

Mr. Samuel Wong  
277 Par Five Drive, No. B  
DeKalb, Illinois 60115

Re: City of DeKalb Architectural Improvement Program (AIP) Grant Letter of Acknowledgment and Agreement – 255 E. Lincoln Highway.

Samuel Wong ("Applicant") hereby acknowledges and agrees to the terms of Resolution 2023-079 ("the Resolution"), approving of a \$22,790 Architectural Improvement Program ("AIP") Grant for Thai Pavilion ("Owner") for use at 255 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 \$54,510 on renovation at the Property including, but not limited to, upgrading of the broad storefront, exterior tuckpointing, window replacement, exterior painting, refinishing of floors, new stairs, enhanced exterior lighting, and a new accessible entryway ("the Project"). The AIP Grant shall be in the amount which is the lesser of: a) \$22,790; or b) an 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% 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 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 and the Project. 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. Owner shall complete the Project 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. The Project 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 represents and warrants that the Project would not be completed but for the AIP Grant.
9. Payment of the AIP Grant shall be expressly limited to funds available in the City's TIF 3 Fund, and is contingent upon compliance with the TIF Act, the AIP, and the Resolution.
10. 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 16<sup>th</sup> day of August, 2023.



Bill Nicklas  
City Manager



Samuel Wong  
Thai Pavilion

