

AUTHORIZING A FUND 400 ARCHITECTURAL IMPROVEMENT PROGRAM (AIP) GRANT FOR 830 E. LINCOLN HIGHWAY, DEKALB, ILLINOIS, IN AN AMOUNT NOT TO EXCEED \$25,000 (MIGUEL ZEPEDA).

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 provides a Fund 400 Architectural Improvement Program ("AIP") grant funding for the redevelopment of properties that are not located in the City's Tax Increment Financing District; and

WHEREAS, Miguel Zepeda (the "Owner") is the owner of property located at 830 E. Lincoln Highway in the City (the "Property"); and

WHEREAS, Owner applied for a Fund 400 AIP grant of \$25,000 (the "Grant") for façade renovations, ADA compliance, and electrical, mechanical, and plumbing upgrades to redevelop the Property (the "Project"); and

WHEREAS, the City's corporate authorities find that it is in the City's best interests to approve the Grant 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 true, material, adopted, and incorporated as Section 1 to this Resolution.

SECTION 2: The City's corporate authorities approve a Fund 400 AIP Grant in the amount of \$25,000 to Owner for the Project, subject to the following terms and conditions:

1. Except as otherwise provided by this Resolution, 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 Grant.
2. The amount of the Grant shall not exceed \$25,000,
3. The City's payment of the Grant shall be as a reimbursement to Owner upon Owner providing proof of incurring costs in excess of \$50,000 for the Project.
4. Owner shall provide documentation of the Project and incurred costs, inclusive of full lien waivers, invoices, and adequate evidence of payment, in a form acceptable to the City Manager, prior to payment of the reimbursement.
5. Owner shall maintain the improvements funded by the Grant for a period of not less than five (5) years. The 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.
6. Owner shall indemnify, defend, and hold harmless the City from any claims or damages arising out of or relating to the Grant and the Project. Owner agrees and acknowledges that the Grant is payable to Owner only, and the Grant 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.

7. Owner shall complete the Project, in a good and workmanlike fashion, in accordance with all applicable laws, codes, and ordinances, and after having obtained all required permits. All work shall be subject to inspection and approval by the City.
8. Owner shall complete the Project within one (1) calendar year of the date of approval of this Resolution, and if the City Manager reasonably determines that Owner has not completed the Project within one (1) calendar year of the date of approval of this Resolution, then the Grant shall expire and terminate, and this Resolution shall be of no further force or effect.
9. 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, that 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.

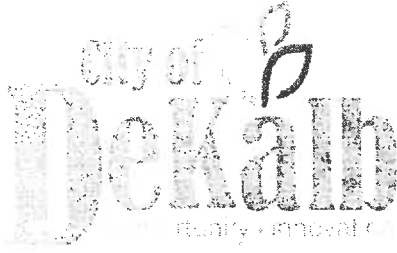
PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 13th day of November 2023 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Zasada, Larson, Smith, Perkins, McAdams, Verbic, Walker, Barnes. Nay: None.




COHEN BARNES, Mayor

ATTEST:

Ruth A. Scott, Executive Assistant



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

Architectural Improvement Program
Application

Name: Miguel Zepeda

Home Address: 830 E. Lincoln Hwy

Property Identification Number (PIN): 08-23-408-001

Location of Property: DeKalb

Phone Number: 779-279-5898 Email: casa2epeda@hotmail.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

Have you consulted with the City about your project? ☒ Yes ☐ No
If yes, with whom did you speak? Jennifer Yochem

Total cost estimate of Project: \$0,000

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

How long has the property been owned by you? 1 week

Project Description

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

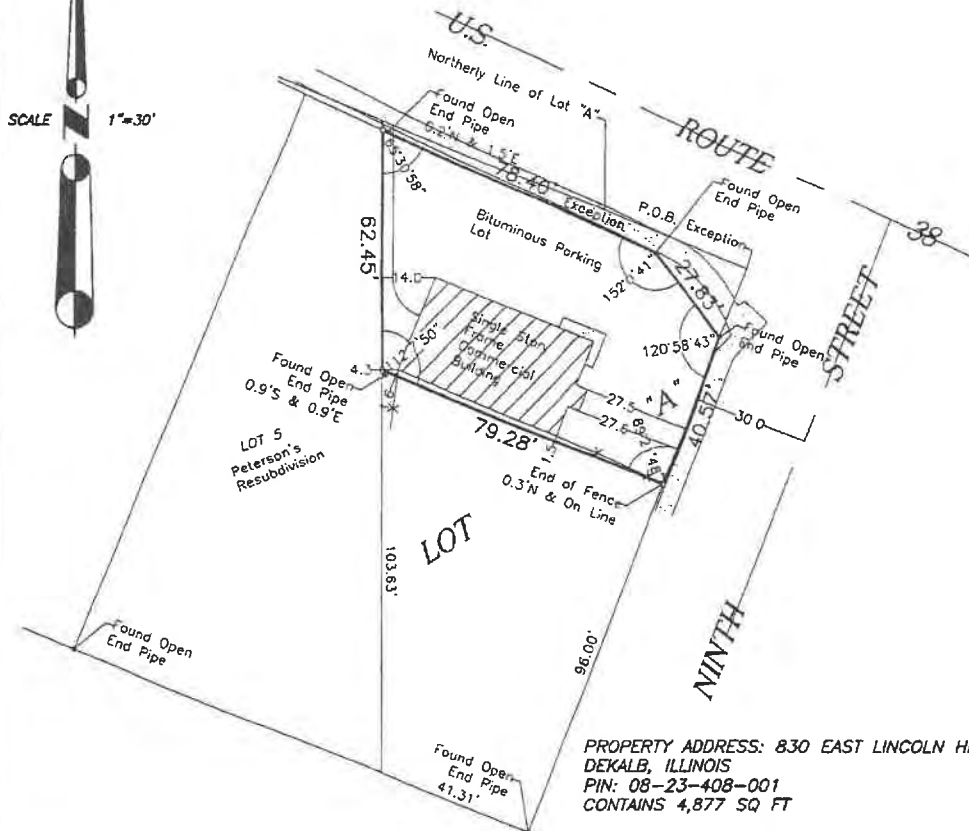
Currently have a business (retail pre-paid services)
at 629 E. Lincoln Hwy and do to access
for parking for customers, street parking is
limited and most of the time all street
parking is occupied, so I decided to look
for a place with a parking lot and this
is our opportunity a building with a parking lot
that could be upgraded to code and standards

Applicant(s) M-J

Date: 9/6/23

PLAT AND CERTIFICATE OF SURVEY

LOT "A" IN H.D. HUNT'S ADDITION TO THE CITY OF DEKALB, EXCEPT THE SOUTH 96 FEET OF SAID LOT, MEASURED ALONG THE WESTERLY LINE OF NINTH STREET FROM A LINE RUNNING AT RIGHT ANGLES TO SAID WESTERLY LINE OF NINTH STREET, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "B" OF PLATS, PAGE 45, ON NOVEMBER 15TH, 1881, IN DEKALB COUNTY, ILLINOIS; EXCEPTING THEREFROM THE FOLLOWING: A PARCEL OF LAND IN LOT "A" OF H.D. HUNT'S ADDITION TO THE CITY OF DEKALB AS RECORDED IN BOOK "B" OF PLATS AT PAGE 45 IN THE RECORDER'S OFFICE OF DEKALB COUNTY, ILLINOIS, SAID ADDITION BEING SITUATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, SAID PARCEL BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT "A"; THENCE SOUTHWESTERLY ON THE EASTERLY LINE OF SAID LOT "A", SAID LINE HAVING A BEARING OF SOUTH 21 DEGREES 22 MINUTES 06 SECONDS WEST, A DISTANCE OF 19.22 FEET TO A POINT; THENCE NORTHWESTERLY ON A LINE HAVING A BEARING OF NORTH 37 DEGREES 58 MINUTES 59 SECONDS WEST, A DISTANCE OF 27.76 FEET TO A POINT; THENCE NORTHWESTERLY ON A LINE HAVING A BEARING OF NORTH 65 DEGREES 32 MINUTES 21 SECONDS WEST, A DISTANCE OF 78.39 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT "A"; THENCE NORTHERLY ON SAID WESTERLY LINE OF LOT "A", SAID LINE HAVING A BEARING OF NORTH 0 DEGREES 07 MINUTES 06 SECONDS WEST, A DISTANCE OF 2.38 FEET TO A POINT IN THE NORTHWESTERLY CORNER OF SAID LOT "A"; THENCE SOUTHEASTERLY ON THE NORTHERLY LINE OF SAID LOT "A", SAID LINE HAVING A BEARING OF SOUTH 67 DEGREES 52 MINUTES 09 SECONDS EAST, A DISTANCE OF 103.04 FEET TO THE POINT OF BEGINNING.



STATE OF ILLINOIS }
COUNTY OF DEKALB } SS

THIS IS TO CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY I HAVE MADE OF PROPERTY HEREON SHOWN AND DESCRIBED. ALL DISTANCES SHOWN IN FEET AND DECIMALS THEREOF. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
FIELD WORK COMPLETED NOVEMBER 25TH, 2019, WITNESS MY HAND AND SEAL AT DEKALB, ILLINOIS THIS 26TH DAY OF NOVEMBER, 2019.

FOR: ATTY RON KLEIN
JOB NO. WES 15062

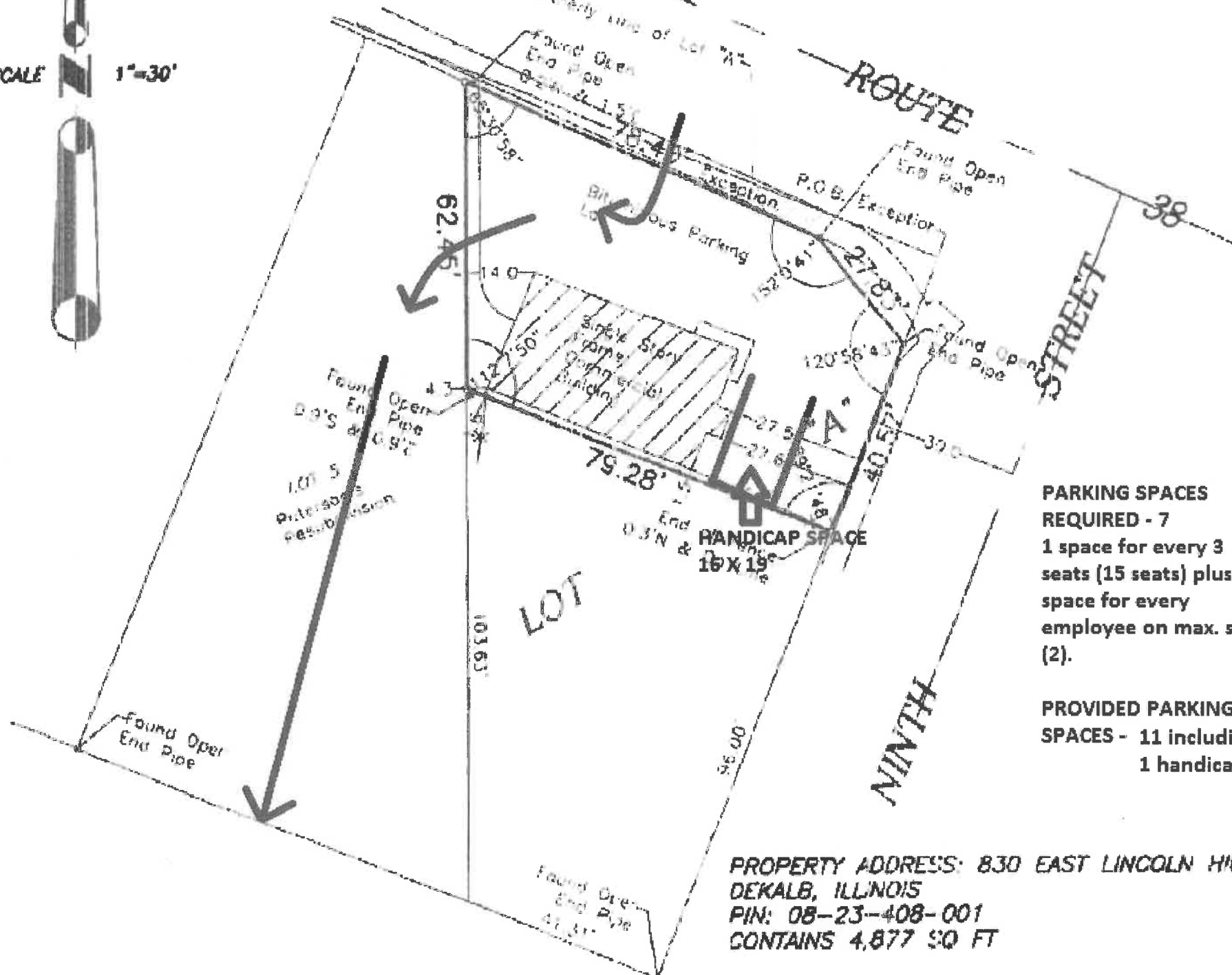
Shawn R. VanKampen
SHAWN R. VANKAMPEN
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710
LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2020

-----LEGEND-----
— Boundary of property surveyed
• Indicates found survey marker
○ Indicates set open end pipe
- Indicates fence line

Prepared by:
W.E. Hanna Surveyors
508 Pine Street
DeKalb, Illinois 60115
(815) 756-2189
Fax 748-2532
info@hannasurveyors.com
License # 184007413

830 E. Lincoln Highway

SCALE 1"=30'

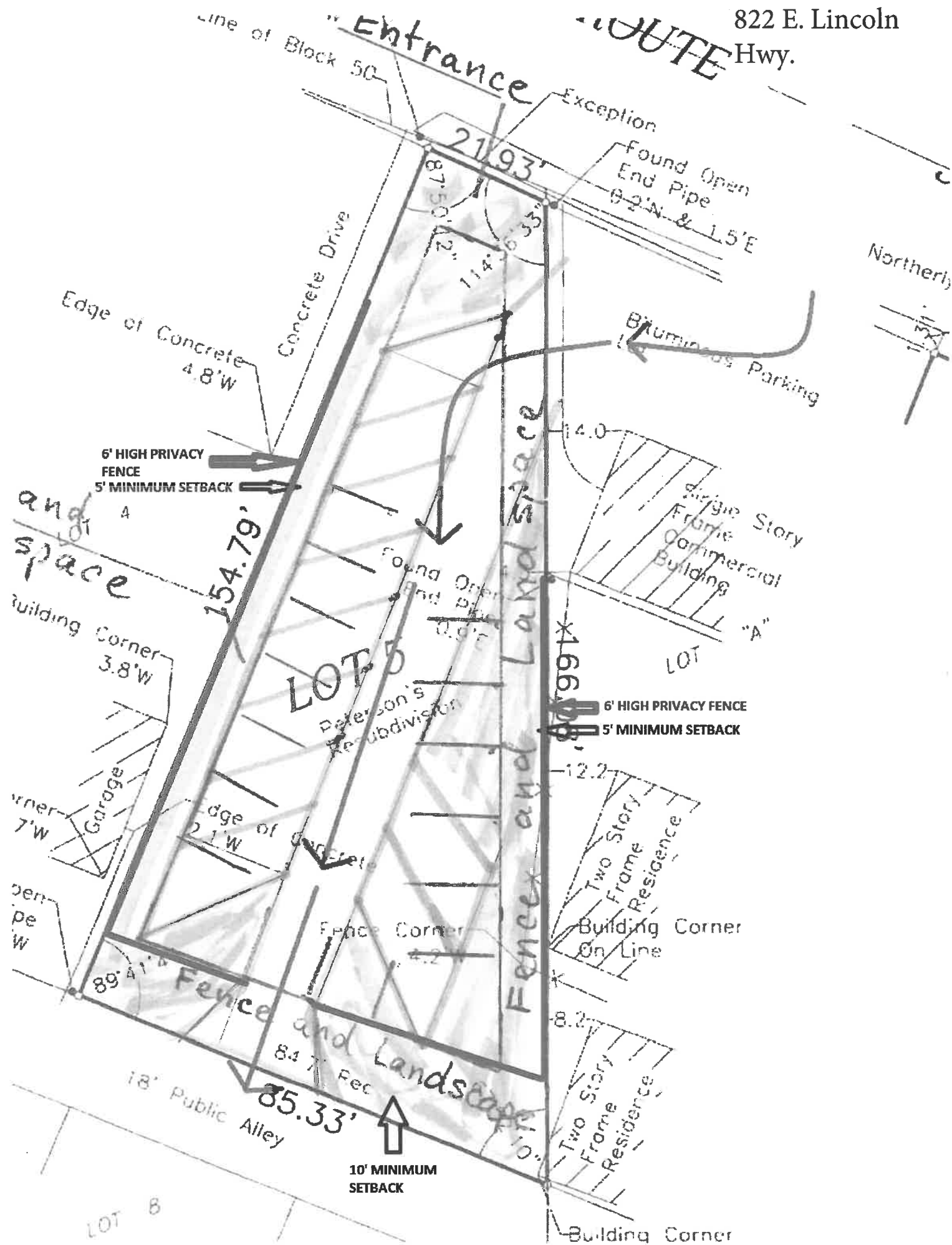


**PARKING SPACES
REQUIRED - 7**
1 space for every 3
seats (15 seats) plus 1
space for every
employee on max. shift
(2).

**PROVIDED PARKING
SPACES - 11 including
1 handicap space**

**PROPERTY ADDRESS: 830 EAST LINCOLN HIGHWAY,
DEKALB, ILLINOIS
PIN: 08-23-408-001
CONTAINS 4,877 SQ FT**

822 E. Lincoln
Hwy.



Building to remodel

GREEN ROCK CONST. CO.

1531 Burgandy Pkwy
Streamwood , il 60107

job site 830 E. Lincoln Highway
Dekalb Illinois 60115

Overview

We will remodel a unit in order to remodel, parking lot and bathroom remodel in the inside

Site job address, 830 E. Lincoln Highway Dekalb Illinois 60115

In this building green rock construction will demo part of the walls to make it customer service updated,

Parking the parking lot be remodel and updated to accommodate 6 -7 cars spaces, according with the city of dekalb inspections,

Inside,demo will be done, electric will be repair and accommodate to service the front of the building,

Plumbing will be repair, all pipes that are broken will be replaced, and a handicap bathroom will be build, 5% drywall will be install where need it only at the front of the building.

Parking lot addition will be approximate 47' x 38' on the west side of the building with 2" of asphalt on top of compacted gravel CA7

Grass and dirt will be hauled out and gravel will be installed in order to lay asphalt on it.

Estimated cost of project will be \$ 51,254.00



631 CONSTRUCTION LLC

303 1/2 Unit U Dekalb Illinois 60115 847/873-7367

631CLLC@GMAIL.COM

Estimate # 3334651

10/17/2023

To Miguel Zepeda

For 830 E. Lincoln Highway

Dekalb Illinois 60115

We hereby provide the labor and material necessary for the completion of the following project
remodelling only part of the building, approximate, per plan # All material is guaranteed to be
performed in accordance with the outlined specs. And following the city's code
Parking will removed approximate 1650 sq ft of grass and dirt in order to build a partial new parking
spaces, will install new gravel compacted and on top will install new asphalt for parking lot car rated,
Will repair the existing parking lot by cleaning it, removing all grass and wheats and will seal it
Will marks all lines need it for car spacing,
Will repair the electrical partially in the front area of the building by the entrance in order to make it
functional enough for customer service,
Plumbing repair Will remove existing walls in order to make a ADA bathroom,
Will repair plumbing as need it, new toilet, new water heater, new sink
Will install new insulation as need it
Will repair and install new drywall as need it
Will paint the entrance color to be chosen by owner
Will install flooring commercial vinyl planks

The work will be perform in the sum of \$ 46,300.00

Payment schedule

\$ 15,000 .00 payment

\$ 12,500.00 @ start

\$ 9,400.00 @ electric

\$ 9,400.00 upon completion

Any extra work not specified in this estimate will be charged separately.

Permit fee or reviews from the city not included due to the variants on the price

Acceptance Proposal

The price, specifications, and conditions are satisfactory and are hereby accepted. Your signature is
authorization to perform the work specified and confirms that you accept the terms and conditions of
this contract on the reverse side of this document.

Make check payable to 631 Construction LLC

Owner _____

Elias Ramos _____ 631 construction LLC CEO





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

November 13, 2023

Mr. Miguel Zepeda
830 E. Lincoln Highway
DeKalb, Illinois 60115

Re: City of DeKalb Fund 400 Architectural Improvement Program (AIP) Grant Letter of Acknowledgment and Agreement – 830 E. Lincoln Highway (Resolution 2023-109).

Miguel Zepeda ("Applicant") hereby acknowledges and agrees to the terms of Resolution 2023-109 ("the Resolution"), approving of a \$25,000 Architectural Improvement Program ("AIP") Grant for Miguel Zepeda ("Owner") for use at 830 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 \$50,000 on renovation at the Property including, but not limited to, ADA compliance, façade renovations, and electrical, mechanical, and plumbing upgrades ("the Project"). The AIP Grant shall be in the amount which is the lesser of: a) \$25,000; 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% 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 Fund 400, 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 13th day of November 2023.



Bill Nicklas
City Manager



Miguel Zepeda