

AUTHORIZING AN ARCHITECTURAL IMPROVEMENT PROGRAM ECONOMIC INCENTIVE GRANT IN THE AMOUNT OF \$750 FOR THE PROPERTY LOCATED AT 248 E. LINCOLN HIGHWAY, DEKALB, ILLINOIS (CHILTON'S SPORTING GOODS).

WHEREAS, the City of DeKalb is a home-rule municipality with the power and authority conferred thereupon by virtue of the Illinois Constitution and Illinois Municipal Code; and

WHEREAS, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, the City has previously created the Architectural Improvement Program (AIP) Grant process, and seeks to approve of an AIP Grant for the property at 248 E. Lincoln Highway operated by Chilton's Sporting Goods;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The City of DeKalb hereby approves of a \$750 AIP Grant for Chilton's Sporting Goods, ("Owner") 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 Owner, after Owner provides proof of incurring costs of not less than \$1,500 on door replacement at the Property. The AIP Grant shall be in the amount which is the lesser of: a) \$750; or, b) in the event Owner fails to incur costs of \$1,500 on door replacement at the Property, the amount which represents a 50% of the costs incurred; or, c) the total of all expenses which are eligible for payment under the Tax Increment Financing Allocation Act.
- 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 then-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 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, 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.

SECTION 2: That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's Signature and shall be effective thereupon, following execution as outlined in the preceding section.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 8th day of April 2019 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Jacobson, Finucane, Stupegia, Fagan, Noreiko, Faivre, Smith. Nay: None. Absent: Verbic.

ATTEST:


LYNN A. FAZEKAS, City Clerk



JERRY SMITH, Mayor



RECEIVED
MAR 22 2019
BY: _____

Architectural Improvement
Program Application

Name: Stacy Chilton Chilton's Sporting Goods
Home Address: 321 Greenwood N. DeKalb, IL.
Property Identification (PIN) Number: 08-23-163-008
Location of Property: 248 E. Lincoln Hwy DeKalb, IL.
Phone number: 815-758-3152 Email: Chiltonsports@GMail.Com

Proposed use of funding (check all that apply)

- | 50% Reimbursement:
Major Capital Improvements | 25% Reimbursement:
Minor Capital Improvements | 10% Reimbursement:
Deferred Maintenance |
|---|--|--|
| <input checked="" type="checkbox"/> ADA Compliance | <input type="checkbox"/> Painting | <input type="checkbox"/> Roof repair |
| <input checked="" type="checkbox"/> Façade renovation | <input type="checkbox"/> Exterior lighting | <input type="checkbox"/> Gutter replacement |
| <input type="checkbox"/> Fire alarm systems | <input type="checkbox"/> Tuckpointing/Masonry | <input type="checkbox"/> Stair/handrail repair |
| <input type="checkbox"/> Life safety equipment | <input type="checkbox"/> Interior improvements | <input type="checkbox"/> Floor surface repair |
| <input type="checkbox"/> Electrical, Mechanical,
Plumbing rehabilitation | <input checked="" type="checkbox"/> Window/Door
Replacement | <input type="checkbox"/> Water damage repair |
| <input type="checkbox"/> Design Professional
Fees/Architectural Services | <input type="checkbox"/> Screening of unsightly
utilities | <input type="checkbox"/> Water heater repair |
| <input type="checkbox"/> Fire suppression system
upgrades | | |
| <input type="checkbox"/> Restoration of
Architectural Features | | |

Other improvements (Please Specify):

Have you consulted with City of DeKalb about your project? Yes No

(If yes, who did you talk with at City of DeKalb?) Bill Nicklas

Have you submitted to a pre-inspection of the property? Yes No

Total cost estimate of project \$1500.⁰⁰

Matching funds* requested Total amount requested

*(Typically, 50% of total project costs up to a maximum of \$25,000)

How long has the property been owned or operated by you? 63yrs.

Supplementary Questions

BN

In a separate word document, please answer the following questions as part of your application:

- 1.) In 500 words or less, please describe the existing condition of the building, and the need for architectural/structural improvement (use additional pages if necessary). Include previous investments that you have made during the time of your ownership or operations that have added value to this building.
- 2.) In 500 words or less, please describe the proposed work to be accomplished. Include the added value that this work will contribute to the existing building if it is completed.
- 3.) In 500 words or less, please describe how the proposed work will help the city support its strategic goals of community vitality and neighborhood.
- 4.) In 250 words or less, please describe how you plan to fund the proposed work (equity, bank loan, cash, etc.).
- 5.) In 250 words or less, please describe how you plan to maintain the improvements once the work has been completed for at least five years.

Application Check List:

All of the following items must be included in with your application in order to be reviewed. Please verify that each of the following is completed and enclosed.

- 1. One (1) copy of the Completed Application Form containing all of the following items:
- 2. Required Signatures on Application Form
- 3. Narrative Description of Project (Concise and clear description of work proposed)
- N.A. 4. Drawings of proposed work (architectural or other) if appropriate *BN*
- N.A. 5. Photographs of current building and area to be addressed and concept drawings *BN*
- 6. Completed City of DeKalb AIP standard estimate completed by each contractor for the work to be performed.
- N.A. 7. One (1) copy of the Deed to the Property containing the legal description of the property. *BN*
- N.A. 8. Copies of letters of credit and/or letters of commitment for private funding. *BN*
- 9. Completed W-9 Form.

NOTES:

~~Upon project approval by the AIP Committee, the applicant will be required to sign and notarize an Architectural Improvement Funding Agreement before the application can be presented to the City Council. Upon project approval by the City Council, the Property Owner will be required to sign and notarize both a mortgage on the property improved, as well as a promissory note for the full forgivable loan amount. This must be done prior to reimbursement by the City of DeKalb to the Property Owner.~~ *BN*

For projects where the City of DeKalb's matching portion is greater than \$20,000, a minimum of three quotes for each individual portion of the project are required.

To obtain a copy of the legal description of your property, you must request in person a copy of your property deed (this will also prove ownership) from:

Tax Assessors Office
DeKalb County Government
133 W. State Street
Sycamore, IL 60178
815-895-7120

Statement of Understanding:

- A. I/We hereby agree to comply with all of the guidelines and procedures of the City of DeKalb Architectural Improvement Program.
- B. I/We understand that copies of the following must be submitted prior to the City Council's consideration of my funding request: (1) ~~A copy of the property deed containing the legal description of the property~~ *MI*, (2) Copies of the City of DeKalb's AIP Standard estimate templates completed by each contractor for the work to be performed, and (3) Signed copies of the City of DeKalb's Architectural Improvement Funding Agreement.
- C. I/We understand that any work performed prior to approval by City Council will be ineligible for funding.
- D. I/We understand that funding for standard projects is contingent upon my/our submittal of detailed cost documentation, copies of receipts, contracts, certified payroll records, and contractor's final waivers of lien upon completion ALL of the approved improvements BEFORE reimbursement will be authorized.
- E. ~~I/We understand that I/We may be required to sign and notarize both a mortgage on the property improved, as well as a promissory note for the full forgivable loan amount. This must be done prior to reimbursement by the City of DeKalb.~~ *MI*
- F. I/We understand that Architectural Improvement funds are subject to taxation, and that the City of DeKalb is required to report that amount and receipt of said grants to the Internal Revenue Service.

Signature of Applicant

Stacey Chilton

Name of Applicant (please print or type)

Stacey Chilton

Address of Applicant

321 GREENWOOD N. DEKALB, IL. 60115

Telephone number

815-756-8188

Date

3/21/19

Signature of Co-Applicant

K Kirby Chilton

Name of Co-Applicant (please print or type)

KIRBY CHILTON

Address of Co-Applicant

3 HILL CT. DEKALB

Telephone number

815-756-8396

Date

3/21/19

PLATE GLASS • WINDOW GLASS • PLASTICS • MIRRORS
ALUMINUM ENTRANCES & STOREFRONTS • AUTO GLASS INSTALLED

Cardinal

DIAL (815) 756-3406
FAX (815) 756-6673



Glass Company

OF DE KALB

1630 E. STATE ST.

DE KALB, IL 60115

PROPOSAL

DATE: 3/20/19

TO: KIRBY CHILTON
COMPANY: CHILTONS
FROM: JEFF MEIER

REGARDING: NEW SINGLE ALUMINUM ENTRY DOOR / FRAME

FURNISH AND INSTALL:

- 1- APPROX 3' X 7' SINGLE ALUM DOOR AND FRAME
- FINISH ON ALUMINUM TO BE CLEAR ANODIZED
- GLASS FOR DOOR TO BE 1" CLEAR TEMPERED INSULATED GLASS
- DOOR WILL HAVE MANUFACTURERS STANDARD HARDWARE

• **TOTAL : \$ 1,400.00**

• **EXCLUSIONS & NOTES:**

1. CLEANING OF GLASS AND ALUMINUM
2. FOR ADAMS-RITE 4510 LATCH LOCK W/ PADDLE IN LIEU OF MS DEADBOLT
LOCK ADD: \$ 150.00 TO ABOVE

3. *ADD 100⁰⁰ FOR SIDE GLASS*