RESOLUTION 2021-039

AUTHORIZING AN ARCHITECTURAL IMPROVEMENT PROGRAM (AIP) ECONOMIC INCENTIVE FOR PATRICK MCLEAN FOR THE PROPERTY AT 201-203 E. LOCUST STREET IN THE AMOUNT OF $1,850.

WHEREAS, the City of DeKalb (the "City") is a home rule unit pursuant to Article VII, Section 6(a) of the 1970 Illinois Constitution and may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City has previously created the Architectural Improvement Program (AIP) Grant process, and seeks to approve of an AIP Grant for Patrick McLean for the Property Located at 201-203 E. Locust Street, DeKalb, Illinois in the amount of $1,850.00.

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

SECTION 1: The City of DeKalb approves an AIP Grant in the amount of $1,850.00 for Patrick McLean (the "Owner") for use at the property located at 201-203 E. Locust Street, 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 $18,500 on renovation at the Property consisting of: roofing, siding, and parking lot repaving. The AIP Grant shall be in the amount which is the lesser of: a) $1,850; or, b) the amount which is not more than 10% 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 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: The City Clerk or the Executive Assistant shall 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 26th day of April 2021 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:

RUTH A. SCOTT, Executive Assistant

JERRY SMITH, Mayor
Architectural Improvement Program
Application

Name: Patrick McLean

Home Address: 6091 Pioneer Ter DeKalb, IL 60115

Property Identification Number (PIN):

Location of Property: 201/203 E. Locust St. DeKalb

Phone Number: 815 739 8862 Email: PatMcLean65@aol.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? 

Total cost estimate of Project: $18,400.

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

How long has the property been owned by you? 16 yrs.

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

I would like to bring my building up to date to co-inside with all that's been done on the Downtown Locust St. Area.

4 yrs ago I spent $9,000 on steel re-roofing on 201 E. Locust. The replacement roofing now is on the 203 E. Locust St. Side which is a flat roof. See attached for other upgrades.

Applicant(s) [Signature]

[Signature]
Replace Parking Lot 1700 sq. ft
2" Binder Asphalt
2" Resurface Asphalt
Total 4"

- This estimate was given by an owner not a commissioned salesman.
- Our work is guaranteed and priced to ensure quality work at the most reasonable cost to you.
- For your protection, all our workmen are fully insured, qualified, and EXPERIENCED.
- All work is personally supervised by owner.
- Blacktop paving is our only business and we use only the best materials

Cost for the above work: $6,500

Payments will be made as follows: 50% will be due at the start of the job. The remaining 50% will be due upon completion of job.

Work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date: ____________________ Authorizing signature ____________________

We hereby agree to finish labor and materials completely in accordance with the above specifications at the above stated price.

Date: ____________________ Authorizing signature ____________________

Customer Signs Here
GAMEZ CONSTRUCTION, INC  
1973 Pebblecreek Ct  
DeKalb, IL 60115  
Phone (815)766-1145

PROPOSAL/ESTIMATE

<table>
<thead>
<tr>
<th>Proposal Submitted To</th>
<th>Phone Number</th>
<th>Date</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pat McLean</td>
<td>815-739-8862</td>
<td>04/01/2021</td>
<td><a href="mailto:pattrmclean65@aol.com">pattrmclean65@aol.com</a></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City, State and Zip Code</th>
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</thead>
<tbody>
<tr>
<td>201 and 203 East Locust St</td>
<td>DeKalb IL</td>
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</tbody>
</table>

Roofing: Re-Roof – New Roof
Remove / Replace

Siding

Windows:

Soffits

Snow Removal

Other:

<table>
<thead>
<tr>
<th>Materials</th>
<th></th>
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<tbody>
<tr>
<td>Siding – Mastic Carved 44.0</td>
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<tr>
<td>Typar Paper</td>
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</tr>
<tr>
<td>Siding Nails</td>
<td>✓</td>
</tr>
<tr>
<td>Staples</td>
<td>✓</td>
</tr>
<tr>
<td>Vinyl Corners</td>
<td>✓</td>
</tr>
<tr>
<td>Starters</td>
<td>✓</td>
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<tr>
<td>Plywood</td>
<td>✓</td>
</tr>
<tr>
<td>Elec. Blocks</td>
<td>✓</td>
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<tr>
<td>Dryer Vent</td>
<td>✓</td>
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<tr>
<td>Window Tape</td>
<td>✓</td>
</tr>
<tr>
<td>Aluminum J Chanel</td>
<td>✓</td>
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<tr>
<td>24&quot; Trim Coil</td>
<td>✓</td>
</tr>
<tr>
<td>Solid Soffit</td>
<td>✓</td>
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<tr>
<td>Vented Soffit</td>
<td>✓</td>
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<tr>
<td>Fascia-</td>
<td></td>
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<tr>
<td>Caulk</td>
<td>✓</td>
</tr>
<tr>
<td>Trim Nails</td>
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<tr>
<td>Waste Expense</td>
<td>✓</td>
</tr>
<tr>
<td>Clean - Up</td>
<td>✓</td>
</tr>
<tr>
<td>Fanfold Insulation</td>
<td>✓</td>
</tr>
</tbody>
</table>

**Job description:** Install 1x4 or 2x4 every 16’ to nail the siding. Wrap windows and fascia with aluminum. Install new vinyl siding.  
If any other new wood is need it, or if there is any extra work to do it will be an extra charge. I have a 7-year warranty on my work.

I proposed hereby to furnish the materials and perform the labor in accordance with above specifications, for the sum of: (8,550.00)  
With Vinyl Double 4 Siding. This price is for a light color of siding, if you choose a darker color there will be an extra charge.

**Payment to be made as follows:** 50% at the beginning of the job and the other 50% at the completion of the job.  
Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Authorization Signature:**  
Juan C Gamez

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Date of acceptance:** ___________________  
**Signature:** ___________________  

Gamez Construction, Inc. Would like to thank you for all your time and consideration in allowing us to provide an Estimate / proposal for you. It is in our most sincere interest to better serve you and provide you reasonable prices with quality work. If you have any questions please feel free to call at 815-766-1145, thank you.
Hello Pat,
This is Carlos from Gamez Construction. Here is the proposal for the siding. The price for the Flat roof Gaco Coating will be 3,450.00, please call me if you have any questions thank you.
May 11, 2021

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

RE: City of DeKalb AIP Grant / Letter Agreement

Patrick McLean, ("Owner") hereby acknowledges and agrees to the terms of that certain Resolution 2021-039 ("the Resolution"), approving of an $1,850.00 AIP Grant for Patrick McLean, ("Owner") for use at 201-203 E Locust St., 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.

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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.

Agreed to as of the 14th day of May, 2021.

Patrick McLean, Owner