

AUTHORIZING AN ARCHITECTURAL IMPROVEMENT PROGRAM (AIP) ECONOMIC INCENTIVE FOR 263 E. LINCOLN HIGHWAY, DEKALB, ILLINOIS, IN THE AMOUNT OF \$12,650 (LA CALLE).

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, Galindo Inc., d/b/a La Calle (the "Owner"), who is the lessee of the property located at 263 E. Lincoln Highway, DeKalb, Illinois (the "Property"), requested an Architectural Improvement Program ("AIP") Grant in the amount of \$12,650.00 (the "AIP Grant"); 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 City's corporate authorities approve an AIP Grant in the amount of \$12,650.00 for Owner to use at 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 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 \$25,300 on renovation at the Property consisting of: ADA compliance, life safety equipment, and electrical, mechanical, and plumbing upgrades. The AIP Grant shall be in the amount which is the lesser of: a) \$12,650.00; or b) the amount which is not more than 50% 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.
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.
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 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, 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 11th day of July 2022 and approved by me as Mayor on the same day. Passed by a 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



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

**Architectural Improvement Program
Application**

Name: Yesenia Galindo, Galindo Inc. dba LaCalle

Home Address: 892 Buckingham Dr. Sycamore, IL 60178

Property Identification Number (PIN): 08-23-159-025

Location of Property: 263 E. Lincoln Hwy. DeKalb, IL 60115

Phone Number: 815-764-9661 Email: galindoinc8@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

Have you consulted with the City about your project? Yes No
If yes, with whom did you speak? Cohen Barnes & Bill Nicklas

Total cost estimate of Project: \$25,250

Matching funds requested: \$12,625
(up to a maximum of \$25,000)

How long has the property been owned by you? Leasing

Project Description

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

This project is to rehabilitate and add value to extend the longevity of the property at 263 E. Lincoln Hwy., DeKalb. This positive impact will improve the overall appearance and quality of the building. Purpose of this funding is for major capital improvements which include: ADA Compliance & life safety equipment which needs to be updated and installed. Electrical & plumbing upgrades. Design engineer fees and Demo, construction and painting improvements. Thank you for your time & consideration.

Applicant(s) Yvonne Gialindo
YESENIA L. GIALINDO

Date: 5/13/22

INVOICE



COMPLETE CARPENTRY
GENERAL CONTRACTOR
8952 SHABBONA GROVE RD
WATERMAN, IL 60556
815-505-2749

BILL TO
GALINDO INC. DBA LA CALLE
892 BUCKINGHAM DR
SYCAMORE, IL 60115

INVOICE # 2648
INVOICE DATE 05/05/2022



DESCRIPTION	AMOUNT
ADA Compliance Labor and Materials	800.00
Life Safety Equipment Labor and Materials	1,950.00
Electrical Labor and Materials	3,500.00
Painting Labor and Materials	6,000.00
Plumbing Labor and Materials	4,000.00
Design Engineer Labor	3,000.00
Construction/Demo Labor and Materials	6,000.00
TOTAL	\$25,250.00

Thank you

TERMS & CONDITIONS

Quote Only



Building & Code Division - 164 E. Lincoln Hwy. - DeKalb, IL 60115 - (815) 748-2070

BUILDING PERMIT

Address of Work: 263 E LINCOLN HWY

Type of Work: ADD DOORS & DEMO OLD COUNTER, CABINETS AND
REMODEL A NEW BAR.

Permit Number: P2022-0688

Expires: 12/27/2022

Contractor: COMPLETE CARPENTRY LLC

MUST BE POSTED AND VISIBLE

This placard is the property of the City of DeKalb.

In accordance with I.B.C., Section 105.7, the permit holder or his agent shall post this card on the jobsite in a conspicuous place (front window, job trailer window, address stake, etc.) until the final inspection has been made and approved



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

July 18, 2022

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

RE: City of DeKalb AIP Grant / Letter Agreement

Yesenia Galindo, ("Owner") hereby acknowledges and agrees to the terms of that certain Resolution 2022-060 ("the Resolution"), approving of a \$12,650 Architectural Improvement Program ("AIP") Grant for La Calle, ("Business") for use at 263 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 \$25,300 on renovation at the Property consisting of: ADA compliance, life safety equipment, and electrical, mechanical, and plumbing upgrades. The AIP Grant shall be in the amount which is the lesser of: a) \$12,650.00; or b) the amount which is not more than 50% 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 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 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 then-unforgiven portion of the AIP Grant.

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 the 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 the 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 the Resolution, or the funding approval contemplated herein shall terminate and the Resolution shall be of no further force or effect.
8. 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 4th day of August, 2022.


Yesenia Galindo