

FY 2023

ANNUAL TAX INCREMENT FINANCE REPORT



SUSANA A. MENDOZA ILLINOIS STATE COMPTROLLER

Name of Municipality: CITY OF DEKALB Reporting Fiscal Year: 2023
County: DEKALB Fiscal Year End: 12/31/2023
Unit Code: 019/015/30

FY 2023 TIF Administrator Contact Information-Required

First Name: BILL Last Name: NICKLAS
Address: 164 E. LINCOLN HIGHWAY Title: CITY MANAGER
Telephone: 815-748-2391 City: DEKALB Zip: 60115
E-mail bill.nicklas@cityofdekalb.com

I attest to the best of my knowledge, that this FY 2023 report of the redevelopment project area(s) in the City/Village of: DEKALB is complete and accurate pursuant to Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] and or Industrial Jobs
Written signature of TIF Administrator Date 6/28/24

Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)\*)

Table with 3 columns: Name of Redevelopment Project Area, Date Designated, Date Terminated. Includes entry for Tax Increment Financing District #3 with date 2/11/2019.

\*All statutory citations refer to one of two sections of the Illinois Municipal Code: The Tax Increment Allocation Redevelopment Act [65

**SECTION 2** [Sections 2 through 8 must be completed for each redevelopment project area listed in Section 1.]

**FY 2023**

**Name of Redevelopment Project Area:**

**TIF #3**

<b>Primary Use of Redevelopment Project Area*:</b> combination/mixed
*Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.
<b>If "Combination/Mixed" List Component Types:</b> Central Business
<b>Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):</b>
Tax Increment Allocation Redevelopment Act <span style="float: right;"><u>X</u></span> Industrial Jobs Recovery Law

**Please utilize the information below to properly label the Attachments.**

	No	Yes
For redevelopment projects beginning prior to FY 2023, were there any amendments, to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment (labeled Attachment A). <span style="float: right;">For</span> For redevelopment projects beginning in or after FY 2023, were there any amendments, enactments or extensions to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (labeled Attachment A).	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] <b>Please enclose the CEO Certification (labeled Attachment B).</b>		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] <b>Please enclose the Legal Counsel Opinion (labeled Attachment C).</b>		X
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] <b>If yes, please enclose the Activities Statement (labeled Attachment D).</b>		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] <b>If yes, please enclose the Agreement(s) (labeled Attachment E).</b>		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information (labeled Attachment F).	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] <b>If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G).</b>	X	
Were there any reports <u>submitted to</u> the municipality <u>by</u> the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] <b>If yes, please enclose the Joint Review Board Report (labeled Attachment H).</b>	X	
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] <b>If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached (labeled Attachment J).</b>	X	
An analysis prepared by a financial advisor or underwriter, <b>chosen by the municipality</b> , setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; <b>and actual debt service.</b> [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] <b>If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter <u>MUST</u> be attached (labeled Attachment J).</b>	X	
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) <b>If yes, please enclose Audited financial statements of the special tax allocation fund (labeled Attachment K).</b>		X
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] <b>If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (labeled Attachment L).</b>		X
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] <b>If yes, please enclose the list only, not actual agreements (labeled Attachment M).</b>		X

For redevelopment projects beginning in or after FY 2023, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality.  
If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (labeled Attachment N).

X

**SECTION 3.1** [65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)] and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d)]

**FY 2023**

**Name of Redevelopment Project Area:**

**TIF #3**

**Provide an analysis of the special tax allocation fund.**

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ 1,377,741

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment	\$ 699,864.46	\$ 1,966,567.46	22%
State Sales Tax Increment	\$ -	\$ -	0%
Local Sales Tax Increment	\$ -	\$ -	0%
State Utility Tax Increment	\$ -	\$ -	0%
Local Utility Tax Increment	\$ -	\$ -	0%
Interest	\$ 80,994.62	\$ 112,846.62	1%
Land/Building Sale Proceeds	\$ -	\$ -	0%
Bond Proceeds	\$ -	\$ -	0%
Transfers from Municipal Sources	\$ 18,895.34	\$ 6,943,895.34	77%
Private Sources		\$ -	0%
Other (Refunds/Reimbursements)	\$ -	\$ 8,713.00	0%

**All Amount Deposited in Special Tax Allocation Fund** \$ 799,754.42

**Cumulative Total Revenues/Cash Receipts** \$ 9,032,022 100%

**Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)** \$ 299,712.55

**Transfers to Municipal Sources** \$ -

**Distribution of Surplus** \$ 209,490.29

**Total Expenditures/Disbursements** \$ 509,203

**Net/Income/Cash Receipts Over/(Under) Cash Disbursements** \$ 290,552

**Previous Year Adjustment (Explain Below)** \$ -

**FUND BALANCE, END OF REPORTING PERIOD\*** \$ 1,668,293

\* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

**Previous Year Explanation:**

N/A

**SECTION 3.2 A** [65 ILCS 5/11-74.4-5 (d) (5) (c) and 65 ILCS 5/11-74.6-22 (d) (5)(c)]

**FY 2023**

**Name of Redevelopment Project Area:**

**TIF #3**

**ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND  
PAGE 1**

<b>Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]</b>	<b>Amounts</b>	<b>Reporting Fiscal Year</b>
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
Financial services (TIF audit)	8,830	
Legal review of TIF report	2,034	
Colliers Int'l Valuation & Advisory	5,500	
		\$ 16,364
2. Annual administrative cost.		
		\$ -
3. Cost of marketing sites.		
		\$ -
4. Property assembly cost and site preparation costs.		
		\$ -
5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area.		
Private Property Rehabilitation & Redevelopment	272,154	
		\$ 272,154
6. Costs of the construction of public works or improvements.		
New curb for parking lot 301 E Locust	4,900	
		\$ 4,900

**SECTION 3.2 A  
PAGE 2**

7. Costs of eliminating or removing contaminants and other impediments.		

		\$ -
8. Cost of job training and retraining projects.		
		\$ -
9. Financing costs.		
		\$ -
10. Capital costs.		
		\$ -
11. Cost of reimbursing school districts for their increased costs caused by TIF assisted housing projects.		
		\$ -
12. Cost of reimbursing library districts for their increased costs caused by TIF assisted housing projects.		
		\$ -

**SECTION 3.2 A**  
**PAGE 3**

13. Relocation costs.		
		\$ -
14. Payments in lieu of taxes.		

		\$ -
15. Costs of job training, retraining, advanced vocational or career education.		
		\$ -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.		
		\$ -
17. Cost of day care services.		
		\$ -
18. Other.		
Annual lease of Union Pacific Railroad land for City parking lot	6,294	
		\$ 6,294
<b>TOTAL ITEMIZED EXPENDITURES</b>		<b>\$ 299,713</b>





**SECTION 3.3** [65 ILCS 5/11-74.4-5 (d) (5d) 65 ILCS 5/11-74.6-22 (d) (5d)]

**FY 2023**

**Name of Redevelopment Project Area:**

**TIF #3**

**Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period by source**

**FUND BALANCE BY SOURCE** \$ 1,668,293

<b>1. Description of Debt Obligations</b>	<b>Amount of Original Issuance</b>	<b>Amount Designated</b>
None		
<b>Total Amount Designated for Obligations</b>	\$ -	\$ -

<b>2. Description of Project Costs to be Paid</b>	<b>Amount of Original Issuance</b>	<b>Amount Designated</b>
AIP - OQ Nails/237 Lincoln Hwy (Res 2022-123)		\$ 10,775
151 N Fourth St - Richard Sinclair Properties LLC (RES 2023-088)		\$ 92,697
AIP - 305 E Locust Street - Candid Spirit Too		\$ 25,000
AIP - 255 E Lincoln Highway - Thai Pavilion		\$ 22,790
<b>Total Amount Designated for Project Costs</b>		\$ 151,262

**TOTAL AMOUNT DESIGNATED** \$ 151,262

**SURPLUS/(DEFICIT)** \$ 1,517,031

**SECTION 4** [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

**FY 2023**

**Name of Redevelopment Project Area:**

**TIF #3**

**Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.**

X
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**Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.**

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

**SECTION 5 [20 ILCS 620/4.7 (7)(F)]**

**FY 2024**

**Name of Redevelopment Project Area:**

**TIF #3**

**PAGE 1**

**Page 1 MUST be included with TIF report. Pages 2 and 3 are to be included ONLY if projects are listed.**

**Select ONE of the following by indicating an 'X':**

<b>1. <u>NO</u></b> projects were undertaken by the Municipality Within the Redevelopment Project Area.	
<b>2.</b> The Municipality <b><u>DID</u></b> undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a.)	X
<b>2a.</b> The total number of <b><u>ALL</u></b> activities undertaken in furtherance of the objectives of the redevelopment plan:	17

**LIST ALL projects undertaken by the Municipality Within the Redevelopment Project Area:**

<b>TOTAL:</b>	<b>11/1/99 to Date</b>	<b>Estimated Investment for Subsequent Fiscal Year</b>	<b>Total Estimated to Complete Project</b>
Private Investment Undertaken (See Instructions)	\$ 20,675,698	\$ 2,950,000	\$ -
Public Investment Undertaken	\$ 10,948,862	\$ 247,154	\$ -
Ratio of Private/Public Investment	1 56/67		0

**Project 1 Name: Egyptian Theater (moved from Central Area TIF)**

Private Investment Undertaken (See Instructions)	\$ 1,500,000		
Public Investment Undertaken	\$ 2,504,314		
Ratio of Private/Public Investment	3/5		0

**Project 2 Name: Agora Tower**

Private Investment Undertaken (See Instructions)	\$ 10,875,000		
Public Investment Undertaken	\$ 3,000,000		
Ratio of Private/Public Investment	3 5/8		0

**Project 3 Name: Plaza DeKalb (moved from Central Area TIF)**

Private Investment Undertaken (See Instructions)	\$ 4,100,000		
Public Investment Undertaken	\$ 1,900,000		
Ratio of Private/Public Investment	2 3/19		0

**Project 4 Name: El Jimador**

Private Investment Undertaken (See Instructions)	\$ 565,000		
Public Investment Undertaken	\$ 124,100		
Ratio of Private/Public Investment	4 21/38		0

**Project 5 Name: Lovells Tire (moved from Central Area TIF)**

Private Investment Undertaken (See Instructions)	\$ 325,371		
Public Investment Undertaken	\$ 148,794		
Ratio of Private/Public Investment	2 14/75		0

**Project 6 Name: Hometown (moved from Central Area TIF)**

Private Investment Undertaken (See Instructions)	\$ 391,319		
Public Investment Undertaken	\$ 167,616		
Ratio of Private/Public Investment	2 1/3		0

**Project 7 Name: Gehrke Construction**

Private Investment Undertaken (See Instructions)	\$	369,080		
Public Investment Undertaken	\$	79,960		
Ratio of Private/Public Investment		4 8/13		0

**Project 8 Name: Rosa Balli/206 E. Lincoln Highway**

Private Investment Undertaken (See Instructions)	\$	325,200		
Public Investment Undertaken	\$	216,800		
Ratio of Private/Public Investment		1 1/2		0

**Project 9 Name: City Hall Suites/200 S. 4th Street**

Private Investment Undertaken (See Instructions)			\$	2,950,000	
Public Investment Undertaken	\$	502,846	\$	247,154	
Ratio of Private/Public Investment		0			0

**Project 10 Name: FY 2020 AIP (moved from Central Area TIF)**

Private Investment Undertaken (See Instructions)	\$	73,263		
Public Investment Undertaken	\$	48,025		
Ratio of Private/Public Investment		1 31/59		0

**Project 11 Name: AIP - 201 E Locust St (McLean)**

Private Investment Undertaken (See Instructions)	\$	18,500		
Public Investment Undertaken	\$	1,850		
Ratio of Private/Public Investment		10		0

**Project 12 Name: AIP - 115 N. 1st Street (RAMP)**

Private Investment Undertaken (See Instructions)	\$	6,700		
Public Investment Undertaken	\$	1,675		
Ratio of Private/Public Investment		4		0

**Project 13 Name: AIP - Hillside Restaurant**

Private Investment Undertaken (See Instructions)	\$	11,006		
Public Investment Undertaken	\$	5,503		
Ratio of Private/Public Investment		2		0

**Project 14 Name: Electric Car Charging Station**

Private Investment Undertaken (See Instructions)	\$	-		
Public Investment Undertaken	\$	14,994		
Ratio of Private/Public Investment		0		0

**Project 15 Name: Lincoln Highway Reconfiguration**

Private Investment Undertaken (See Instructions)	\$	-		
Public Investment Undertaken	\$	1,980,408		
Ratio of Private/Public Investment		0		0

**PAGE 3 \*\*ATTACH ONLY IF PROJECTS ARE LISTED\*\***

**Project 16 Name: FY 2022 AIP grants combined**

Private Investment Undertaken (See Instructions)	\$	1,231,149		
Public Investment Undertaken	\$	83,740		
Ratio of Private/Public Investment		14 33/47		0

**Project 17 Name: FY 2023 AIP grants combined**

Private Investment Undertaken (See Instructions)	\$	884,110		
Public Investment Undertaken	\$	168,237		
Ratio of Private/Public Investment		5 25/98		0

**Project 18 Name:**

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0

**Project 19 Name:**

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0

**Project 20 Name:**

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0

**Project 21 Name:**

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0

**Project 22 Name:**

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0

**Project 23 Name:**

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0

**Project 24 Name:**

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0

**Project 25 Name:**

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0

**SECTION 6** [Information requested in SECTION 6.1 is not required by law, but may be helpful in evaluating the performance  
**FY 2023**

**Name of Redevelopment Project Area:**

**TIF #3**

**SECTION 6.1-For redevelopment projects beginning before FY 2023, complete the following information about job creation and retention.**

Number of Jobs Retained	Number of Jobs Created	Job Description and Type (Temporary or Permanent)	Total Salaries Paid
			\$ -

**SECTION 6.2-For redevelopment projects beginning in or after FY 2023, complete the following information about projected job creation and actual job creation.**

The number of jobs, if any, projected to be created at the time of approval of the redevelopment agreement	The number of jobs, if any, created as a result of the development to date, for the reporting period, under the same guidelines and
NONE	

**SECTION 6.3-For redevelopment projects beginning in or after FY 2023, complete the following information about increment projected to be created and actual increment created.**

The amount of increment projected to be created at the time of approval of the redevelopment agreement	The amount of increment created as a result of the development to date, for the reporting period, using the same assumptions as was
NONE - ONLY MINOR BUILDING IMPROVEMENTS (AIP) BEG 2022	N/A

**SECTION 6.4-For redevelopment projects beginning in or after FY 2023, provide the stated rate of return identified by the developer to the municipality and verified by an independent third party, if any:**

N/A

**SECTION 7** [Information in the following section is not required by law, but may be helpful in evaluating **FY 2023**

**Name of Redevelopment Project Area:**

**TIF #3**

**Provide a general description of the redevelopment project area using only major boundaries.**

TIF #3 is the Central Business District, or downtown TIF, and generally encompasses Downtown DeKalb in an irregular shape along Lincoln Highway from about the Kishwaukee River (west side) to just east of 10th Street (east side), and generally from Oak Street and Pine Street (north side) to the Union Pacific Railroad tracks (south side), plus an additional southern section to Franklin Street (from 1st to 5th Streets) and to Girard Street (from 6th to 7th Streets).

<b>Optional Documents</b>	<b>Enclosed</b>
Legal description of redevelopment project area	
Map of District	

**SECTION 8** [Information in the following section is not required by law, but may be helpful in evaluating the **FY 2023**

**Name of Redevelopment Project Area:**

**TIF #3**

**Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area.**

<b>Year of Designation</b>	<b>Base EAV</b>	<b>Reporting Fiscal Year EAV</b>
2019	\$ 12,582,841	\$ 16,473,854

List all overlapping tax districts in the redevelopment project area.  
If overlapping taxing district received a surplus, list the surplus.

Indicate an 'X' if the overlapping taxing districts did not receive a surplus.

<b>Overlapping Taxing District</b>	<b>Surplus Distributed from redevelopment</b>
DeKalb County	\$ 20,060
DeKalb County Forest Preserve	\$ 1,433
DeKalb Township	\$ 2,924
DeKalb Road & Bridge	\$ 3,478
City of DeKalb	\$ 18,574
DeKalb Public Library	\$ 7,764
Community Unit School Dist. 428	\$ 126,316
Kishwaukee Community College #523	\$ 12,619
DeKalb Park District	\$ 14,054
Kishwaukee Water Reclamation District	\$ 2,267





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

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June 25, 2024

Attachment B

Office of the Comptroller Local Government Division  
100 West Randolph  
Suite 15-500  
Chicago, Illinois 60601

Dear Local Government Division:

The City of DeKalb was in compliance with the Tax Increment Allocation Redevelopment Act for its CENTRAL AREA TIF DISTRICT & TIF 3 DISTRICT for Fiscal Year 2023.

Sincerely,

Cohen Barnes  
Mayor

**DONAHUE & ROSE, PC**

9501 Technology Blvd., Ste. 4400  
Rosemont, IL 60018  
www.drlawpc.com

John F. Donahue  
Matthew D. Rose  
Barbara A. Adams

Joan A. Cherry  
Jason R. Blumenthal  
Judith N. Kolman

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mrose@drlawpc.com

312-541-1078

ATTACHMENT C

June 28, 2024

Illinois Comptroller - Local Government Division  
555 W. Monroe St., Suite 1400S-A  
Chicago, IL 60661

Re: Legal Counsel Opinion for the City of DeKalb  
Central Area Tax Increment Financing District  
Tax Increment Finance District #3

Dear Comptroller:

This firm serves as the City Attorney for the City of DeKalb (the "City"). According to the information provided to me by City staff, to the best of my knowledge and belief, the City appears to have conformed to all applicable requirements of the Tax Increment Allocation Redevelopment Act for its Central Area TIF District and TIF 3 District for the fiscal year ending on December 31, 2023.

Sincerely,  
*Matthew D. Rose*  
Matthew D. Rose



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

## **FY2023 TIF District #3 Activities Statement**

Reporting Period: January 1, 2023 – December 31, 2023

### **223 S. Fourth Street: City Hall Suites**

This redevelopment project is expected to be an “earner” for TIF #3. The one-block area has been off the tax rolls since the late 1960s so once the property is occupied all the assessed valuation will count toward the calculation of the increment. The former city hall was razed in late 2021 and the main building “pads” were prepped in early 2022. The general contractor, Pappas Development, also replaced old water and sewer mains as well as electrical and natural gas services in 2022. By the end of 2023, all three buildings were fully enclosed. The exterior brick facades, windows, doors and permanent roofing were complete on the first two buildings by the end of October and about one-half of the exterior brick work has been completed on the third and final building. The interior build-outs are proceeding with the likelihood of one or two of the buildings being occupiable in the late spring. The final reimbursement of \$247,154.16, of the \$750,000 TIF #3 grant was allocated in the fourth quarter.

### **Architectural Improvement Program (AIP)**

Property owners whose properties fall within the TIF#3 district boundaries may apply for limited incentives up to a maximum of \$25,000 based on a three-tiered list of reimbursable expenses. Major capital improvements are eligible for up to 50% reimbursement, minor capital improvements are eligible for up to 25% reimbursement, and deferred maintenance is eligible for up to 10% reimbursement. During 2023, one project was funded at \$25,000, Cuatro Amigos Properties.

### **Other Capital – Public Infrastructure**

Colliers International was contracted to appraise 128-140 S Second Street for potential property purchase for additional parking in the Downtown area. The disbursement was \$5,500.

RESOLUTION 2023-033

PASSED: MARCH 27, 2023

**AUTHORIZING AN ARCHITECTURAL IMPROVEMENT PROGRAM (AIP) ECONOMIC INCENTIVE FOR QUATRO AMIGOS VENUE AT 240 E. LINCOLN HIGHWAY, DEKALB, ILLINOIS, IN THE AMOUNT OF \$25,000.**

**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 approving an Architectural Improvement Program ("AIP") grant in the amount of \$25,000 to Quatro Amigos Venue for the property located at 240 E. Lincoln Highway, DeKalb, Illinois, subject to the terms and conditions of this Resolution, 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 \$25,000 for Quatro Amigos Venue (the "Owner") to use at the property located at 240 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 \$60,000 for renovating the Property including, but not limited to, Façade Improvements (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 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 27<sup>th</sup> day of March 2023 and approved by me as Mayor on the same day. Passed by a roll call vote as follows:

	Aye	Nay
Morris	Absent	_____
Larson	X	
Smith	Absent	_____
Perkins	X	
McAdams	Absent	_____
Verbic	X	
Faivre	X	
Barnes	Recused	_____



  
\_\_\_\_\_  
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: Cuatro Amigos Venue

Home Address: 240 Lincoln Highway DeKalb IL 60115

Property Identification Number (PIN): 823163007

Location of Property: 240 E Lincoln Highway DeKalb IL 60115

Phone Number: 815-301-5008 Email: aljimadorng@gmail.com

Proposed Use of Funding:

Major Capital Improvements – 50% Reimbursement

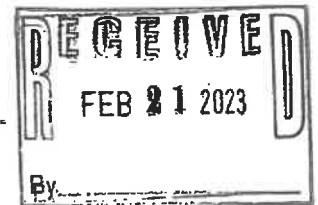
- ADA Compliance
- Façade Renovations
- Tuckpointing
- Life Safety Equipment
- Electrical, Mechanical, and Plumbing Upgrades
- Architectural Design Fees
- Restoration of Historic Architectural Features
- Fire Alarm and Suppression Systems

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? Dawn Harper

Total cost estimate of Project: 60,000

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

How long has the property been owned by you? 10 months

**Project Description**

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

We will be renovating the front outer part of the  
building with new stone and framing. Removing  
old painted plywood acting as siding.

Applicant(s) 

Date: 02-21-2025





421 Grove Street  
DeKalb, Illinois 60115  
815/895-9116  
Fax 815/895-9324

Quote#: 23-110mg  
Date: 2/15/23  
Owner: El Jimador  
Job Description: Façade Improvement

Gehrke Construction, Inc. agrees to complete the following scope of work for the sum of: \$63,110

- Demo Storefront
- Reframe as necessary
- Sheet with plywood add a vapor barrier.
- Add new stone veneer.
- Add lighting including and egress.


**GEHRKE CONSTRUCTION, INC.**

Matthew H. Gehrke  
President  
815/895-9116  
815/895-9324 fax  
[mgehrke@gehrkeconstruction.com](mailto:mgehrke@gehrkeconstruction.com)

General exclusions: Dumpster, demolition, temporary toilets, temporary enclosures, fire stopping, temporary power, temporary barricades, temporary heat, temporary lighting, Haz Mat work, sales tax, shop drawings, liquidated damages, Builder's Risk Insurance, Performance and Payment Bond, Bid bond, winter conditions. No permit, testing or other fees.

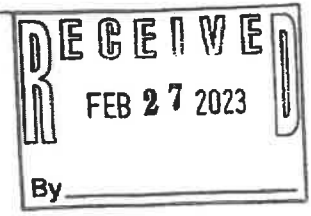
This price is good for thirty days from above date. This proposal is subject entering into a fair and reasonable contract. Maximum retainage is 10% or less per owner's contract documents.

We authorize Gehrke Construction, Inc. to proceed with the project as described above.

Signed: 

Printed Name: Christopher Cavdenas Date: 2/27/23

Notes: \_\_\_\_\_





# WEAVER CONSTRUCTION INC

228 W. Page St. - Sycamore, IL 60178

T: 815-899-1515 F: 815-899-7852 Tom 815-739-5206 Todd 630-816-8735

[tom@weaverco.com](mailto:tom@weaverco.com)

No. **23-1823**

## ESTIMATE

Date: 2/22/2023

CUSTOMER:

**EL JIMADOR MEXICAN GRILL**

Attn:

**260 E. LINCOLN HWY  
DEKALB, IL 60115**

**FORMER LINCOLN INN**

**240 E. Lincoln Hwy  
DeKalb, IL 60115**

*We appreciate the opportunity to serve your needs.*

Project Manager:

**Tom Weaver**

Job Title:

**FAÇADE  
RENOVATION**

Payment Terms:

Upon receipt of invoice; add 1.5% 20-days  
after invoice date.

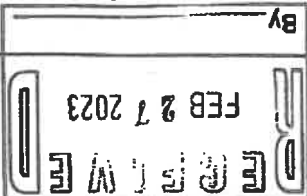
Scope of work to include :

- Remove existing painted plywood siding.
- Inspect framing; remove and replace any rotted and/or compromised framing.
- Reframe using new lumber and 5/8" CDX plywood with moisture wrap, and flash all openings.
- Supply and install 1" precast stone veneer.
- (1) egress light at each door and (4) surface mounted sconce lights on front façade.

*All labor, material, and equipment to complete work described above provided by WCI unless otherwise noted.*

*Note - This is an estimate only per original discussion with owner; physical or cost change arising during construction performance will be discussed with owner and adjusted accordingly. Material is bid at current price; any increase after above estimate-date to be added to below total.*

*Quality is remembered long after price is forgotten*



**TOTAL this Estimate : \$60,000.00**

**Nicklas, Bill**

**From:** Harper, Dawn  
**Sent:** Monday, March 6, 2023 6:02 PM  
**To:** Nicklas, Bill  
**Subject:** 240 E LINCOLN - Facade changes  
**Attachments:** 240 E LINCOLN - FACADE.pdf; 240 E Lincoln Stone Color.pdf

Bill,  
Attached are the actual documents submitted. I have "clipped" 2 pieces that may "show better". The stone pieces are 8" X 24" so it will be a very modern smooth feel. They will be insulating from the outside which will be a major improvement for the buildings future. The only other work will be to add 2 light fixtures, one over the residential door and one in the soffit of the entrance. Work was started today. Sorry for the delay – If you need something else let me know I will contact Weaver.





Dawn Harper  
Chief Building Official  
City of DeKalb | 164 E Lincoln Highway | DeKalb IL 60115  
Phone 815-748-2372  
Email [dawn.harper@cityofdekalb.com](mailto:dawn.harper@cityofdekalb.com)



**AUTHORIZING AN ARCHITECTURAL IMPROVEMENT PROGRAM (AIP) ECONOMIC INCENTIVE AT 305 E. LOCUST STREET, DEKALB, ILLINOIS, IN THE AMOUNT OF \$25,000 (CANDID SPIRIT TOO).**

**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 \$25,000 to Candid Spirit Too for the property located at 305 E. Locust Street, 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 \$25,000 for Candid Spirit Too (the "Owner") to use at the property located at 305 E. Locust Street, 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 \$60,000 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) \$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 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 10<sup>th</sup> day of July 2023 and approved by me as Mayor on the same day. Passed by a 6-0-1-1 roll call vote. Aye: Zasada, Larson, Perkins, McAdams, Verbic, Walker. Nay: None. Absent: Smith. 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: Crystal Anderson  
Home Address: 1235 S Prairie Ave #2003 Chicago, IL 60605  
Property Identification Number (PIN): 08-23-157-067  
Location of Property: 305 East Locust Street DeKalb, IL 60115  
Phone Number: (773) 447-5726 Email: cmninc2019@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? Dawn Harper, chief Bldg official

Total cost estimate of Project: \$67,050.00

Matching funds requested: \$25,000.00  
(up to a maximum of \$25,000)

How long has the property been owned by you? 9 months

**Project Description**

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

this project entails developing a +/- 2000 SF interior fit out for a Cannabis dispensary within a portion of an existing single story retail/office building located at 305 E. Lanst Str. Dekalb, IL, 60115. To further this design process we will design and accommodate municipal approved ADA entrance. The total cost for ADA design and construction is \$67,050.00

Applicant(s) Cynthia Anderson, CFO  
Candid Spirit Too

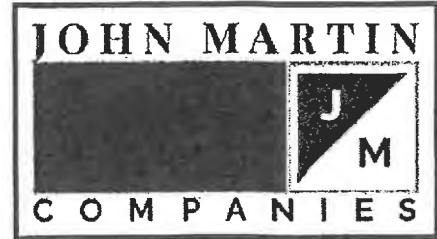
Date: 6/26/2023





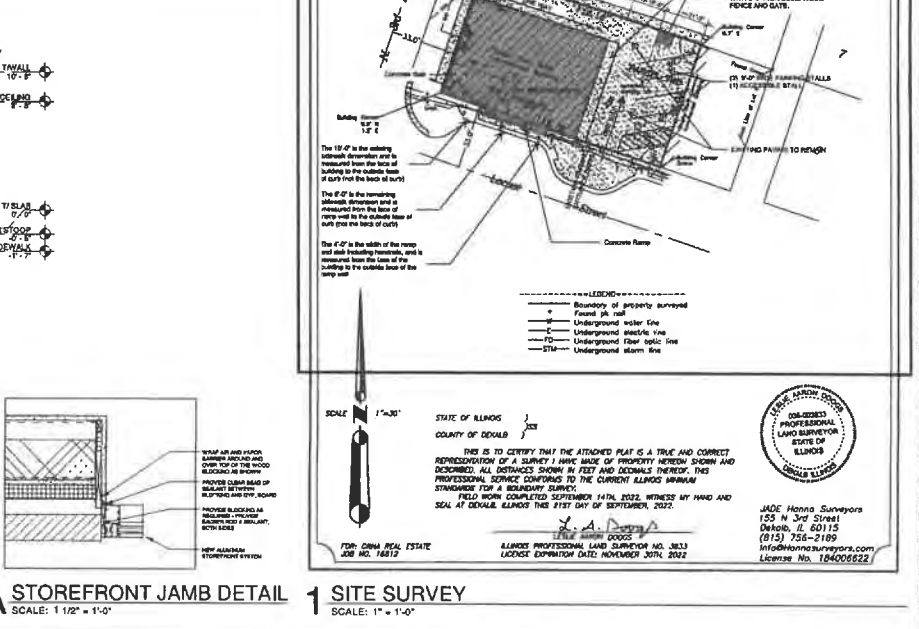
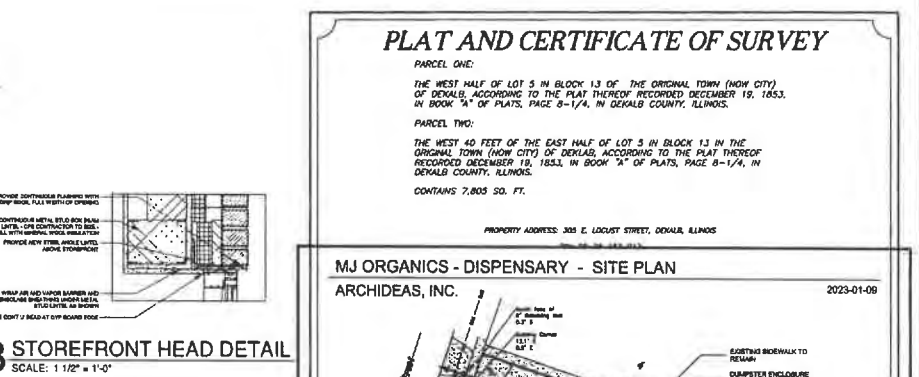
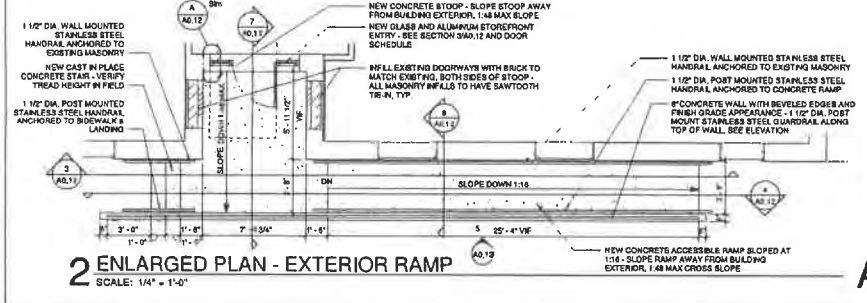
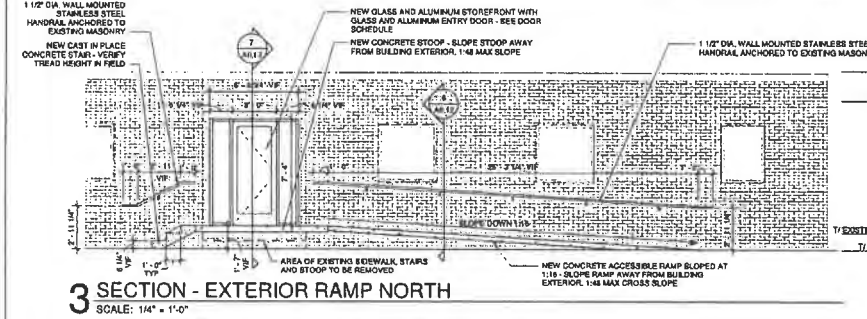
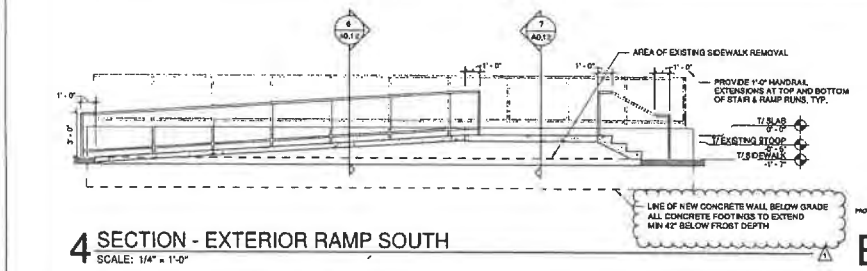
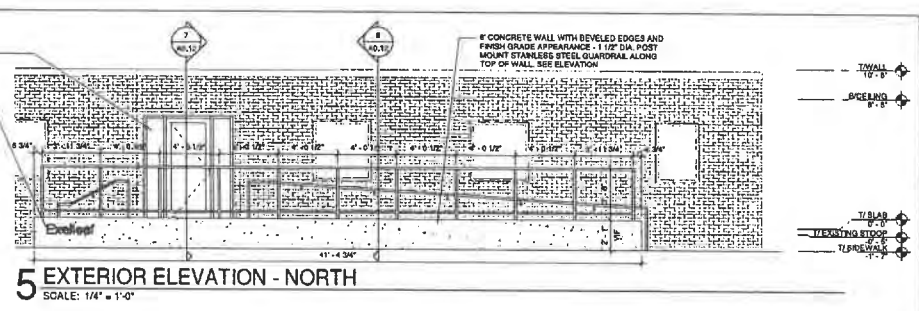
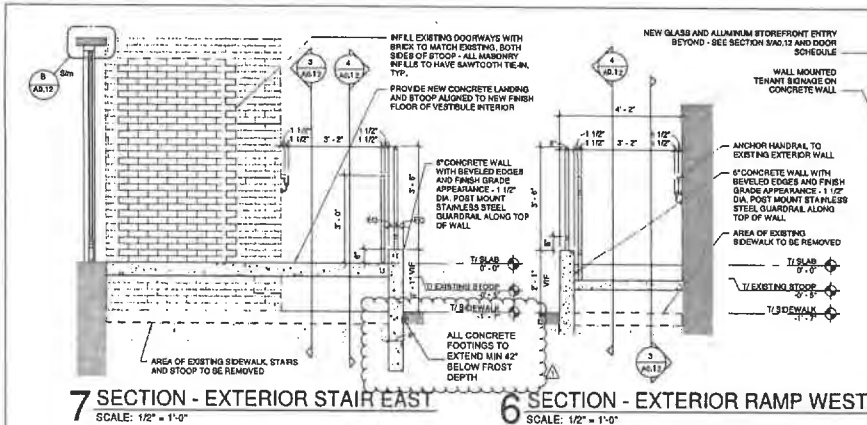
# Concrete

<b>Date:</b>	Tuesday, March 28, 2023
<b>Project:</b>	MJ Organics Dispensary
<b>Address:</b>	305 E. Locust, Dekalb, IL 60115
<b>Size (SF):</b>	3,405
<b>Budget Type:</b>	Permit Drawing Budget



Scope Description	Quantity	Units	Unit Cost	Total	Comments
Concrete Floor Patch @ Underground	1	LP	\$ 3,000.00	\$ 3,000.00	
ADA Entrance Concrete	1	LP	\$ 56,550.00	\$ 56,550.00	
Sawcut existing sidewalk	Included				
Excavation	Included				
Grading and Stone	Included				
Forming for new ADA Ramp	Included				
Concrete Reinforcement	Included				
Pour/Grade/Finish new Concrete	Included				
Steel Railing for ADA Ramp	1	LP	\$ 7,500.00	\$ 7,500.00	
<b>Total</b>				<b>\$ 67,050.00</b>	





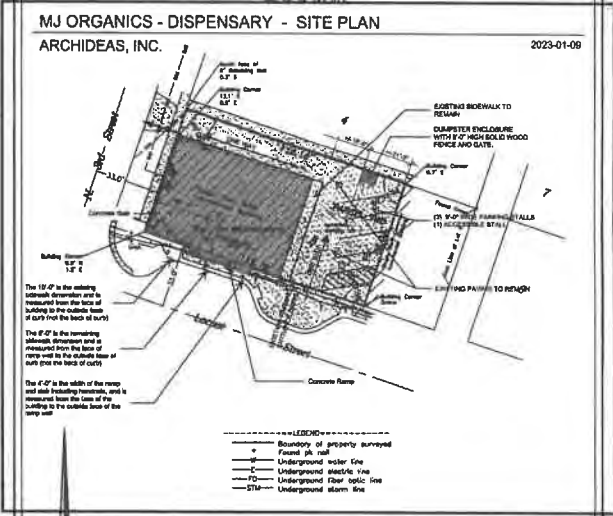
**PLAT AND CERTIFICATE OF SURVEY**

PARCEL ONE:  
THE WEST HALF OF LOT 5 IN BLOCK 13 OF THE ORIGINAL TOWN (NOW CITY) OF DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 19, 1853, IN BOOK "A" OF PLATS, PAGE 8-1/4, IN DEKALB COUNTY, ILLINOIS.

PARCEL TWO:  
THE WEST 40 FEET OF THE EAST HALF OF LOT 5 IN BLOCK 13 IN THE ORIGINAL TOWN (NOW CITY) OF DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 19, 1853, IN BOOK "A" OF PLATS, PAGE 8-1/4, IN DEKALB COUNTY, ILLINOIS.

CONTAINS 7,803 SQ. FT.

PROPERTY ADDRESS: 305 E. LOCUST STREET, DEKALB, ILLINOIS



STATE OF ILLINOIS }  
COUNTY OF DEKALB }  
JADE Hanna Surveyors  
155 N 3rd Street  
DeKalb, IL 60115  
(815) 758-2189  
Info@HannaSurveyors.com  
License No. 184000622

Prof. Mgr. JP  
Job Capt. JP  
Drawn by JS  
Revised by JP  
Current Date: 02.07.23  
Issue Date: 11.30.24

DEKALB COUNTY, ILLINOIS  
JADE HANNA SURVEYORS  
155 N 3RD STREET  
DEKALB, ILLINOIS 60115  
(815) 758-2189  
INFO@HANNASURVEYORS.COM  
LICENSE NO. 184000622

REQUIRED FOR PERMIT COMMENTS: 05.01.23  
ISSUED FOR PERMIT DESCRIPTION: 02.01.23  
DATE: 02.07.23

ARCHIDEAS  
ARCHITECTURE  
INTERIORS  
PLANNING  
311 W. Superior St., Suite 410, Chicago, Illinois 60604

**MJ ORGANICS CANNABIS DISPENSARY**  
305 E. LOCUST DEKALB, IL

**SITE SURVEY AND EXTERIOR DETAILS**

Date: 02.07.2023 Project No.: 2022010  
Sheet No.: A0.12



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

July 10, 2023

Ms. Crystal Anderson  
Canndid Spirit Too  
305 E. Locust Street  
DeKalb, Illinois 60115

Re: City of DeKalb Architectural Improvement Program (AIP) Grant Letter of Acknowledgment and Agreement – 305

Crystal Anderson (“Applicant”) hereby acknowledges and agrees to the terms of Resolution 2023-073 (“the Resolution”), approving of a \$25,000 Architectural Improvement Program (“AIP”) Grant for Canndid Spirit Too (“Owner”) for use at 305 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 the Owner, after Owner provides proof of incurring costs of not less than \$60,000 on renovation at the Property including, but not limited to, Façade Improvements (“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 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 10<sup>th</sup> day of July, 2023.



Bill Nicklas  
City Manager



Crystal Anderson  
on Behalf of Canndid Spirit Too



**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

8/14

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

**Architectural Improvement Program  
Application**

Name: WONG SAMUEL

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

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

Location of Property: 255 East Lincoln Hwy

Phone Number: 224 915 3571 Email: samwonghkusa@yahoo.com

**Proposed Use of Funding:**

**Major Capital Improvements – 50% Reimbursement 40,910**

- ADA Compliance
- Façade Renovations 35,000
- 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

\$ 20,455

**Minor Capital Improvements – 25% Reimbursement 6500**

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

\$ 1625

**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

\$ 710

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 waiste.			
	<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	✓3,000.00	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	0.06

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TOTAL	<b>\$54,510.00</b>
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THANK YOU.

Accepted By

Accepted Date



([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))



## 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://invoiceseasy.com/p/iykM4LKfM7MhJSbCjBD49RxEjcr1>

(<https://invoiceseasy.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

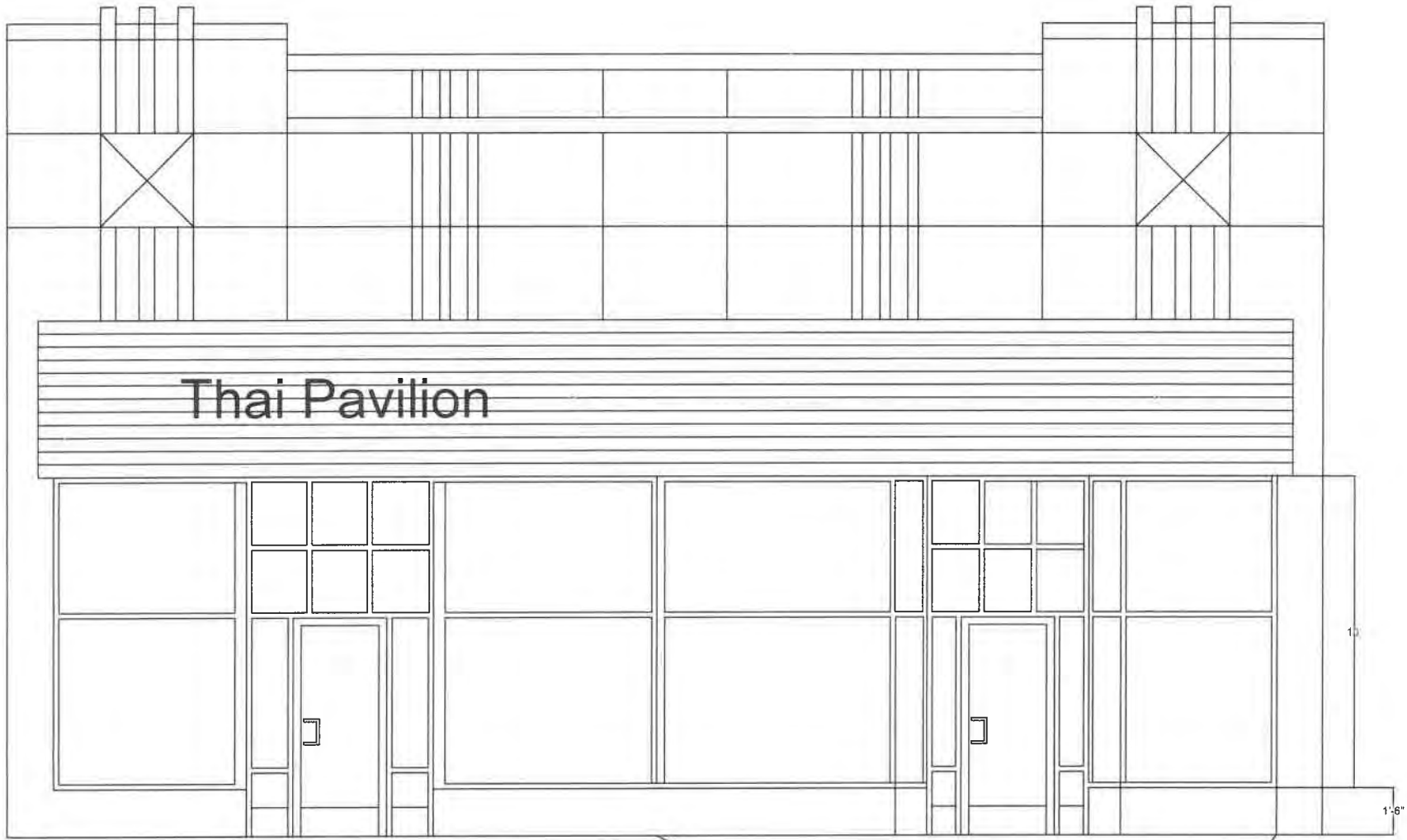
Item	Unit Cost	Quantity	Cost
Remove existing store front glass and frames Install new bronze aluminum frame work to match adjacent restaurant as shown on drawing. Install tempered glass. Install new door with push bar and closer. Includes board up and haul away.	\$1,500.00	26	\$39,000.00

**Bill To**

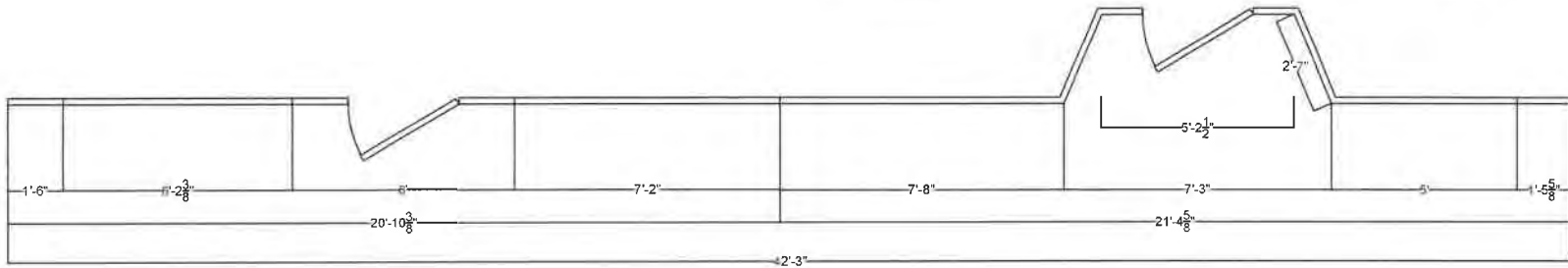
Sam Wong  
251 E Lincoln Hwy  
DeKalb, IL  
P: 2247153571

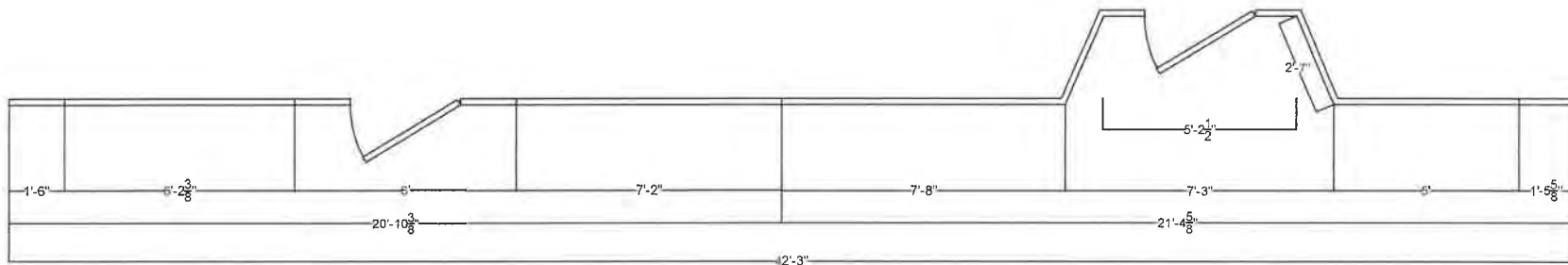
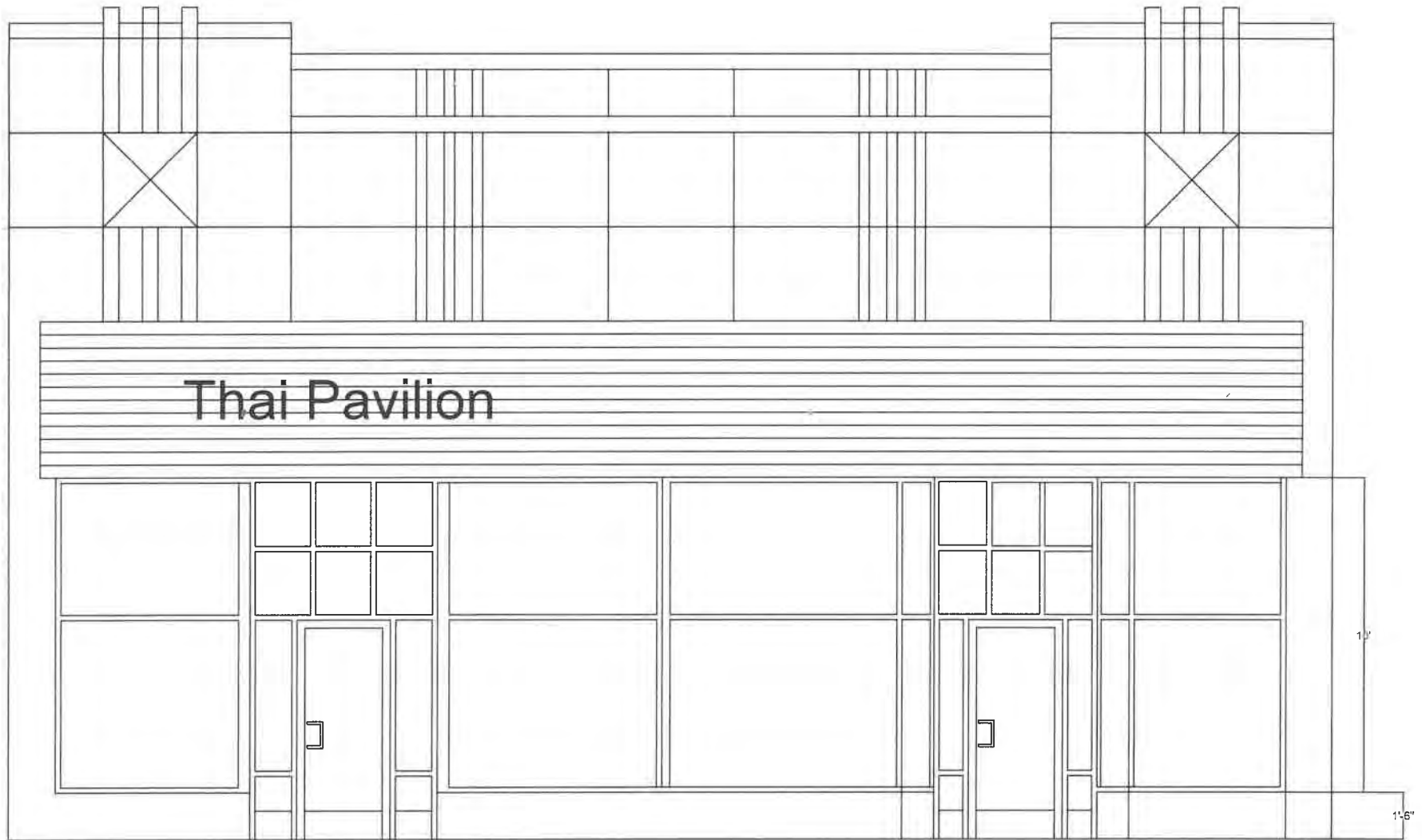
Subtotal \$58,868.00

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



NEW STORE FRONT GLASS







# Downtown TIF (TIF 3)



File: ICommunity Development\TIF Downtown Proposed - Final Boundary2.mxd

Created: 5/14/2018 DJE

Last Updated: 6/24/2019 DJE





**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.



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Bill Nicklas  
City Manager



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Samuel Wong  
Thai Pavilion



**AUTHORIZING A DEVELOPMENT AGREEMENT WITH RICHARD SINCLAIR PROPERTIES LLC FOR THE REDEVELOPMENT OF 151 N. FOURTH STREET, DEKALB, ILLINOIS (PIN 08-23-160-031).**

**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**, pursuant to 65 ILCS 5/11-74.4-4(b), the City may enter into a redevelopment agreement with property owners and developers to further the redevelopment of the City's TIF 3 district; and

**WHEREAS**, Richard Sinclair Properties, LLC (the "Developer") is the record owner of property that is located at the common address of 151 N. 4th Street, DeKalb, IL (the "Property"); and

**WHEREAS**, the Property is in the City's TIF 3 district and has been underutilized, obsolete, vacant, and declined in equalized assessed valuation for several years; and

**WHEREAS**, City staff and Developer negotiated a redevelopment agreement for the Property in the form attached and incorporated as Exhibit A (the "Agreement"); and

**WHEREAS**, the Property's redevelopment would not occur but for the provisions of the Redevelopment Agreement; and

**WHEREAS**, the City's corporate authorities find that approving the Agreement 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 recitals to this resolution are true, correct, adopted, and incorporated as Section One to this resolution.

**SECTION 2:** The City's corporate authorities, by a majority vote of those members present and with the Mayor abstaining from the discussion and the vote, approve the Agreement in the same or substantially similar form as Exhibit A, subject to such changes that the City Manager deems to be in the City's best interest, and further authorize and direct the City Manager to execute the Agreement and perform such acts as may be necessary to effectuate the Agreement.

**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 provisions 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 this resolution is inconsistent with any non-preemptive state law, 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 25<sup>th</sup> day of September 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

**DEVELOPMENT AGREEMENT**  
**(151 N. 4th Street)**

This Development Agreement (the “Agreement”) is entered into on September 25, 2023 (the “Effective Date”), by and between the City of DeKalb, an Illinois municipal corporation (the “City”), and Richard Sinclair Properties LLC, an Illinois limited liability company (the “Developer”).

**RECITALS:**

**WHEREAS**, City has the authority to promote the health, safety, and welfare of the City and its residents, prevent the spread of blight and deterioration and inadequate public facilities by promoting the development of certain properties through Tax Increment Financing (“TIF”), and enter into agreements with property owners, developers, and others necessary or incidental to the implementation and furtherance of the development plan pursuant to 65 ILCS 5/11-74.4-1, *et seq.*; and

**WHEREAS**, Developer is the record owner of property that is located at the common address of 151 N. 4th Street, DeKalb, IL and legally described in the attached and incorporated Exhibit A (the “Property”); and

**WHEREAS**, the Property is within the City’s TIF 3 district; and

**WHEREAS**, the Property has been underutilized, obsolete, vacant, and declined in equalized assessed valuation for several years; and

**WHEREAS**, Developer intends to redevelop the Property as a two-story mixed use residential and commercial development with approximately ten (10) commercial office units on the first floor and five residential apartments on the second floor at an estimated project cost of \$697,050.00 (the “Project”); and

**WHEREAS**, Developer requested \$92,697.00 in TIF incentives from the City for certain TIF-eligible costs associated with the Project; and

**WHEREAS**, Developer represents and warrants that the Project would not be completed but for the requested TIF incentives from the City, but that Developer

otherwise has sufficient financing, expertise, and skill to construct, complete, and develop the Project in accordance with this Agreement; and

**WHEREAS**, Developer acknowledges that it is not entitled to the City's approval of the TIF incentives, which constitutes valuable consideration for the Parties' promises, undertakings, and covenants provided in this Agreement; and

**WHEREAS**, the Parties voluntarily negotiated and entered into this Agreement for purposes of enabling the redevelopment of the Property; and

**WHEREAS**, the Parties are legally authorized to enter into this Agreement and perform all of their respective undertakings and covenants in this Agreement; and

**WHEREAS**, the City's corporate authorities considered this Agreement and determined that the best interests of the City's health, safety, and welfare including, but not limited to, the sustainable economic growth and development of the City and the enhanced equalized assessed valuation of the Property, will be served by this Agreement.

**NOW, THEREFORE**, in consideration of the promises, undertakings, and covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the Parties mutually acknowledge, the Parties agree as follows:

**1.0 Recitals**: The foregoing recitals are true, correct, material, adopted, and incorporated as Section 1 to this Agreement.

**2.0 Development of the Property**: Developer shall commence and complete the Project with reasonable professional skill and in accordance with this Agreement within twelve (12) months of the date of the issuance of the first demolition or construction permit requested by Developer in connection with the Project. The construction and development of the Property shall comply with the City's Municipal Code and all other applicable ordinances, regulations, and laws. The City agrees to issue demolition and construction permits requested by Developer in connection with the Project. Developer shall pay all applicable fees required under the City's Municipal Code for the Project, including plan review, permit, and building inspection fees.

**3.0 Maintenance of the Property:** The maintenance and operation of the Property shall comply with the City's Municipal Code and all other applicable ordinances, regulations, and laws. The Property shall be managed, operated, and maintained with reasonable professional skill by appropriately trained personnel. Developer shall cooperate in good faith with the City to maintain the Property in compliance with City's Municipal Code and applicable ordinances regarding property maintenance. Developer further agrees to: install, maintain, and provide access to a "Knox Box" entry system on the Property's primary building entrances for use by the City's emergency responders; allow the City's law enforcement personnel to access any surveillance video footage operated on the Property for law enforcement purposes; allow an annual inspection of the Property's common areas by the City's Police Department, Fire Department, and Building Department for the purpose of confirming compliance with applicable City ordinances relating to property maintenance and crime free housing; and execute a "No Trespass Agreement" in the same or substantially similar form as the attached and incorporated Exhibit B (the "No Trespass Agreement").

**4.0 TIF Incentive:**

4.1 The City shall reimburse Developer's TIF-eligible expenses from funds available to the City in the City's Special Tax Allocation Fund from the real estate tax increment collected by the City's TIF 3 District in a total amount not to exceed \$92,697.00 as follows: (1) \$46,348.50 for the reimbursement of TIF-eligible expenses upon 50% completion of the construction of Project as determined by the City Manager in the City Manager's sole exercise of discretion and judgment; and, (2) \$46,348.50 for the reimbursement of TIF-eligible expenses upon the issuance of a final occupancy certificate from the City.

4.2 The Parties acknowledge that the City's liability to pay the TIF Incentive shall be expressly limited to funds available to the City in the City's Special Tax Allocation Fund from the real estate tax increment collected by the City's TIF 3 District. The City's

limited obligation under this Agreement to reimburse Developer shall neither constitute an indebtedness of the City under Illinois law, nor shall it constitute or give rise to any pecuniary liability, charge, or lien against the City, any City fund, or otherwise require the City to utilize its taxing authority to fulfill the terms of this Agreement.

4.3 The Parties agree that the City shall not reimburse Developer's TIF-eligible expenses until Developer has provided the City with: (1) all records, certifications, documents, and information requested by the City to determine and approve Developer's TIF-eligible expenses substantially in the form attached and incorporated as Exhibit C (the "Project Cost Documentation Requirements"); and (2) an executed promissory note and mortgage substantially in the forms attached and incorporated as Group Exhibit D (the "Security Documents").

4.4 Except as otherwise provided by this Agreement, the City shall approve or disapprove Developer's written requests for reimbursement of TIF-eligible expenses within thirty (30) days of after receipt, and if approved, shall provide payment to the Developer within forty-five (45) days of said approval. Developer may submit written requests for reimbursement consisting of estimates of costs before actually incurring said expenses, subject to later confirmation by actual bills.

4.5 The TIF incentive provided in this Agreement is intended to be repaid as a forgivable incentive, payable through the generation of revenues (*e.g.*, real property taxes) from the development of the Property after the Effective Date through the 20-year term of this Agreement. The Parties stipulate that, as of the Effective Date, the Property's equalized assessed valuation is \$74,151.00, the Property's real property tax irrespective of the TIF District is \$7,493.48, and the Property's sales tax generation for the 2022 year is \$0.00. During the term of the TIF District, 100% of the TIF increment generated from the Property after the Effective Date shall be included as a payment or credit toward the forgiveness of the TIF incentive provided in this Agreement. After the expiration of the TIF District, 100% of the real property tax generated from the Property after the Effective

Date in excess of the Property's real property tax as of the Effective Date shall be included as a payment or credit toward the forgiveness of the TIF incentive provided in this Agreement. After the Effective Date, 100% of all sales tax generated from the Property that is actually received by the City shall be included as a payment or credit toward the forgiveness of the TIF incentive provided in this Agreement.

4.6 If, upon the expiration of the term of this Agreement, the TIF incentive provided in this Agreement has not been completely repaid or forgiven as contemplated by this Agreement, then the remaining balance shall be a debt due and owing to the City requiring repayment within 120 days of Developer's receipt of written notice from the City. The City may enforce its right of repayment by virtue of a contract action seeking damages for violation of this Agreement, initiate an action for foreclosure of the City's mortgage(s), or pursue such other legal or equitable remedies as provided by law. Notwithstanding anything foregoing to the contrary, the City understands and agrees that the Developer may have a legitimate need to borrow additional funds in the future from third-party sources for necessary capital improvements or other things, and the City agrees that it shall subordinate its mortgage to other commercially reasonable mortgages and interests that are reasonably necessary for the Project's completion and the Property's maintenance and development.

**5.0 Indemnification:** Developer and Developer's agents, employees, officers, contractors, successors, and assigns agree to defend, indemnify, waive, release, and hold harmless the City and the City's officers, employees, and agents from and against any and all causes of action, claims, damages, liabilities, losses, expenses, costs, penalties, fines, and reasonable attorney's fees arising out of, related to, or proximately caused by this Agreement, the TIF incentive provided by this Agreement, the Project, and Developer's construction, development, and maintenance of the Property. Developer's obligation under this Section shall survive the expiration of this Agreement.

**6.0 Miscellaneous:**

6.1 The parties acknowledge and agree that the individuals who are members of the group constituting the City's corporate authorities are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

6.2 (a) This Agreement shall be valid and binding for a term of twenty (20) years after the Effective Date upon the City and upon Developer, together with their respective successors and assigns, and shall constitute a covenant running with the land. This Agreement shall be recorded with the DeKalb County Recorder's Office.

(b) Developer may assign this Agreement without City approval, but only in connection with its conveyance of all or any part of the Property, and upon said assignment and acceptance by an assignee, Developer shall have no further obligations hereunder as to the Property or that portion of the Property conveyed, but shall continue to be bound by this Agreement and shall retain the obligations created thereby with respect to any portion of the Property retained and not conveyed. If Developer or its successors sell a portion of the Property, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations it may have under this Agreement which affect the portion of the Property sold or conveyed and thereafter the seller shall have no further obligations under this Agreement as it relates to the portion of the Property conveyed, but the seller shall retain any rights and obligations it may have under this Agreement with respect to any part of the Property retained and not conveyed.

6.3 The failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions in this Agreement, or any of them, upon any other party, shall not constitute or be construed as a waiver or relinquishment of any party's right to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. No action taken by any party to this Agreement shall be deemed to constitute an election of



remedies, and all remedies in this Agreement shall be cumulative and non-exclusive of any other remedy in this Agreement or available to any party at law or equity.

6.4 (a) Upon a breach of this Agreement, any of the parties may secure the specific performance of the covenants and agreements in this Agreement or may exercise any remedies available at law via an appropriate action, the sole venue for which shall be in the Circuit Court of DeKalb County, Illinois.

(b) In the event of a material breach of this Agreement, the parties agree that the party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the breach prior to the non-breaching party seeking a judicial remedy; provided, however, that said thirty (30) day period shall be extended if the defaulting party has commenced to cure said default and is diligently proceeding to cure the breach.

(c) If the performance of any covenant to be performed by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (including, without limitation, acts of God, war, strikes, inclement weather conditions, inability to secure governmental permits, or similar acts, but specifically excluding epidemics, pandemics, and public health emergencies such as COVID-19), the time for such performance shall be extended by the length of such delay; however, the party that seeks the benefit of this provision shall give the other(s) written notice of both its intent to rely upon this provision and the specific reason which permits the party to avail itself of the benefit of this provision.

6.5 This Agreement sets forth all agreements, understandings, and covenants between and among the parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire Agreement of the parties. Any amendment to this Agreement shall be in writing duly approved by the Parties.

6.6 This Agreement is not intended to and shall not be construed as creating an agency, joint venture, or partnership relationship between the Parties or giving any third-party any interests or rights with respect to this Agreement.

6.7 If any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word, or designation shall be deemed to be excised from this Agreement and the invalidity shall not affect any other provision, clause, word, or designation contained herein.

6.8 This Agreement may be executed in multiple counterparts, all of which when taken together shall constitute one Agreement.

6.9 The headings of the Sections of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret, or construe the understandings of the parties.

6.10 This Agreement may be reproduced by means of carbons, xerox process, or otherwise. Each such reproduction, if manually executed by the parties, shall for all purposes be deemed, and the same is declared to be a duplicate original of this Agreement.

6.11 Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.

6.12 Notices, including Notices to effect a change as to the persons hereinafter designated to receive Notice(s), or other writings which any party is required to or may wish to serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City, or the Corporate Authorities:

City of DeKalb  
Attention: City Manager  
164 E. Lincoln Hwy.  
DeKalb, Illinois 60115

with a copy to the City Attorney:

Matthew D. Rose  
Donahue & Rose, PC  
9501 W. Devon Ave., Suite 702  
Rosemont, IL 60018

If to the Developer:

Sam Patterson  
116 Laurel Ln      116 Laurel Lane  
DeKalb, IL 60115      DeKalb, IL 60115

6.13 The parties intend that this Agreement shall require the parties to act in accordance with any and all applicable laws and regulations enacted by any other governmental authority which are applicable to any action or activity undertaken by either party pursuant to, under, or in furtherance of this Agreement.

IN WITNESS WHEREOF, the parties caused this Agreement to be executed by their proper officers duly authorized to execute the same as of the Effective Date.


ATTEST:

By:   
Ruth A. Scott, Executive Assistant


**CITY OF DEKALB**

By:   
Bill Nicklas, City Manager

ATTEST:

By:   
Ruth A. Scott  
Executive Asst.

**DEVELOPER**

By:   
Samuel Patterson, Manager,  
Richard Sinclair Properties, LLC

**EXHIBIT A**  
**(Legal Description of the Property)**

The Property is legally described as follows:

Lot 63 and the North 4 feet of Lot 64 in Block 14 in County Clerk's Subdivision, being a resubdivision of Blocks 11, 12, 13 and 14 in the Original Town of DeKalb, according to the plat of said resubdivision recorded September 15, 1902, as Document Number 26477-1/4, in Plat Book "C", Page 42; also the North 70 feet of Lot 12 in Vaughn's Subdivision, being a subdivision of part of Block 14 in the Original Town of DeKalb, according to the plat of resubdivision, recorded January 17, 1902, as Document Number 24697, in Plat Book "C", Page 33, all in DeKalb County, Illinois.

PIN: 08-23-160-031

Address: 151 N. 4<sup>th</sup> St., DeKalb, IL 60115

**EXHIBIT B  
(Trespass Agreement)**

Property Address: 151 N. Fourth Street

Commonly Known As: N/A

Property Owner: Sam Patterson

Contact #: 815-762-0071

Property Manager: N/A

Contact #: N/A

24 Hour Contact #: 815-762-0071

This Common Area Patrol/No-Trespass Enforcement Agreement (the "Agreement") is entered into between the Property Owner (the "Owner") and the City of DeKalb (the "City"). Pursuant to this Agreement, Owner expressly authorizes and requests that the City utilize its Police Department and City Employees to undertake the following actions:

- **No-Trespass Warnings and Arrests:** For the purpose of enforcing trespass ordinances and laws, Owner grants permission to the City and the City's employees and agents to undertake any actions that the Owner may lawfully take with regard to persons unlawfully present on any public or private area of the Property including, but not limited to, providing verbal or written no-trespass warnings to any person on the Property other than a tenant of the Property, signing trespass complaints, serving as complaining witnesses, and arresting or citing any person who has violated such a no-trespass warning or who remains on the Property after being asked to leave. The City shall maintain accurate records of all persons who have been advised not to trespass on the Property, and shall provide a copy of the same to Owner upon request.
- **Patrol Common Areas:** The City and the City's employees and agents are authorized to enter into any common area of the Property that is accessible either to the public or to tenants of the Premises including, but not limited to, parking lots, open spaces, common hallways, gathering areas, or other similar common areas of the Property, for purposes of patrolling, observing, and enforcing the City's Municipal Code, ordinances, and applicable law. This shall not constitute authority for the City to enter into tenant private areas (*e.g.*, individual tenant apartments) without required legal authority (*e.g.*, a search warrant). The City is authorized to sign complaints, serve as a complaining witness, and arrest or cite any person who has violated a law, ordinance, or the City's Municipal Code.
- **Report Cars for Relocation:** Owner employs the entity described at signs posted at the Property for purposes of relocating unlawfully parked cars from the Property (and Owner shall maintain such postings in accordance with City Code). The City is authorized and requested to contact the tow relocater to report any vehicles on the Property that appear to be unlawfully parked, so that said vehicles may be towed in accordance with applicable regulations.

- **Provisions of Development Agreement:** Owner shall permit and consent to the conduct of any access or inspection authorized under the terms of any Development Agreement entered into by Owner and the City that is recorded against the Property of public record.

The Owner agrees that, if necessary, Owner or its authorized representative shall appear at any trial or proceeding arising out of the performance of this Agreement. Owner acknowledges that it is solely responsible for the condition and monitoring of its Property, and this Agreement does not impose any duty upon the City whatsoever or to provide any police protection or service under this Agreement for the benefit of the Owner or others. Nothing in this Agreement shall preclude the City from asserting any applicable immunities provided by law. Owner further agrees to defend, indemnify, and hold harmless the City and the City's officers, agents, and employees from any and all claims, liabilities, costs, expenses, and reasonable attorney's fees arising out of this Agreement.

The City agrees that it shall provide notice to the Owner of any legal violations occurring on the Property upon request and in accordance with the requirements of the City's Municipal Code. Owner shall post appropriate signage on the Property advising that its common areas including, but not limited to, parking lots and open areas, are posted for No Trespassing, and appropriate signage advising of any parking restrictions for vehicles in its parking lots. Owner is encouraged to post additional signage advising that the Police Department may engage in regular patrols of common areas.

This Agreement shall remain in full force and effect until terminated in writing by either party. Notices shall be delivered to Owner at the address listed above, or to the City at 164 E. Lincoln Hwy., DeKalb, Illinois, 60115, Attention: Legal.

Agreed on September 25, 2023.


ATTEST:

By:   
Ruth A. Scott, Executive Assistant


**CITY OF DEKALB**

By:   
Bill Nicklas, City Manager

ATTEST:

By:   
Ruth A. Scott  
Executive Asst.

**DEVELOPER**

By:   
Samuel Patterson, Manager,  
Richard Sinclair Properties, LLC

**EXHIBIT C**  
**Project Cost Documentation Requirements**

- Developer is responsible for complying with all applicable laws, ordinances, and regulations regarding the Project and reimbursement of eligible TIF redevelopment costs.
- Developer shall comply with City's forms for the Project Cost Documentation Requirements including, but not limited to, the Developer's Certification of Amounts Submitted and Developer's Eligibility Certification.
- The Parties acknowledge that the funding contemplated under this Agreement is provided exclusively through a Tax Increment Financing District for the purpose of funding private improvements. Accordingly, Developer is solely responsible for complying with the applicable provisions of the Illinois Prevailing Wage Act. The City shall not require Developer to provide certified payroll records unless the Developer determines that such records are required under the Prevailing Wage Act. The Developer shall indemnify, defend, and hold harmless the City from any claims arising out of the Developer's violation of the Prevailing Wage Act with respect to this Agreement or the Property.
- Final waivers of lien must be provided for all contractors. All payments associated with the purchase of real property or contractors providing services to the Property in connection with this Agreement must be paid through a title company acceptable to the City, unless otherwise provided by the Agreement or waived in writing by the City Manager.

**GROUP EXHIBIT D**  
**Form of Promissory Note and Mortgage**

(This space is intentionally omitted)



**PROMISSORY NOTE**  
**for**  
**Richard Sinclair Properties, LLC**

\$92,697.00  
DeKalb, Illinois  
September 25, 2023


After September 25, 2023, for valuable consideration received, Richard Sinclair Properties, LLC promises to pay to the order of the City of DeKalb (the "City"), \$92,697.00 (Ninety Two Thousand Six Hundred Ninety Seven Dollars and Zero Cents) on September 25, 2023, with interest from the date of this instrument at the rate of 0% per year with interest payable from the date of this instrument and with interest computed always on the diminishing and unpaid principal balances of the debt, if any, evidenced by this instrument. All sums of principal and interest due will be payable at the City of DeKalb, 164 E. Lincoln Hwy., DeKalb, Illinois 60115, or at any other place as payee or holder may specify in writing.

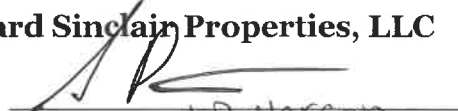
The indebtedness evidenced by this instrument may be prepaid in whole or in part at any time without penalty or premium for prepayment.

This note is secured by a mortgage given under the same date as this instrument; and all persons to whom this instrument may come are referred to the mortgage for its effect on this note and the application of the amounts paid pursuant to the mortgage, for the procuring of releases of property from its lien on the indebtedness evidenced by this instrument.

This note is made pursuant to a Development Agreement between the City and Richard Sinclair Properties, LLC dated September 25, 2023 (the "Agreement") and is subject to those terms of the Agreement, which provides that the principal amount of this note may be reduced or forgiven retroactive to the date of the issuance of this note as provided in the terms of the Agreement. The terms of the Agreement are adopted and incorporated by reference as if fully set forth as part of this note.

Richard Sinclair Properties, LLC waives demand, presentment for payment, protest, and notice of nonpayment and of dishonor. Richard Sinclair Properties, LLC agrees to pay reasonable attorney's fees if this note is placed in the hands of an attorney for collection after default.

ATTEST:  
By:   
Ruth A. Scott  
Title: Executive Asst.

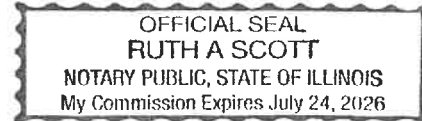
**Richard Sinclair Properties, LLC**  
By:   
Samuel Patterson  
Its: Managing Member  
managing member

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF DEKALB )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Samuel Patterson, personally known to me to be the same person whose name is subscribed to the foregoing Promissory Note as the Managing Member of Richard Sinclair Properties, LLC, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as the authorized agent of Richard Sinclair Properties, LLC, for the uses and purposes therein set forth.

Given under my hand and official seal  
and sworn to before me this 25<sup>th</sup> day  
of September, 2023.

  
\_\_\_\_\_  
Notary Public



Resolution 2023-088

Mortgage to be recorded separately.  
(Pages 17 – 26)

2023008626

**TASHA SIMS**  
**RECORDER - DEKALB COUNTY, IL**  
**RECORDED: 12/7/2023 09:25 AM**

**REC FEE: 75.00**  
**PAGES: 19**

**CERTIFICATION**

I, **RUTH A. SCOTT**, am the duly qualified and appointed Executive Assistant of the City of DeKalb, DeKalb County, Illinois, as authorized by Local Ordinance 2019-059, and as such Executive Assistant, I maintain and am safe keeper of the records and files of the Mayor and City Council of said City.

I do further certify that the attached is a true and correct copy of:

**RESOLUTION 2023-088**

**AUTHORIZING A DEVELOPMENT AGREEMENT WITH RICHARD SINCLAIR PROPERTIES LLC FOR THE REDEVELOPMENT OF 151 N. FOURTH STREET, DEKALB, ILLINOIS (PIN 08-23-160-031).**

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, on the 25<sup>th</sup> day of September 2023.

**WITNESS** my hand and the official seal of said City this 7<sup>th</sup> day of December 2023.



**RUTH A. SCOTT**, Executive Assistant



**Prepared by and Return to:**

City of DeKalb  
City Manager's Office  
Attention: Ruth A. Scott  
164 E. Lincoln Highway  
DeKalb, Illinois 60115



2023008627

**TASHA SIMS**  
**RECORDER - DEKALB COUNTY, IL**  
**RECORDED: 12/7/2023 09:25 AM**  
**REC FEE: 55.00**  
**PAGES: 11**

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## **MORTGAGE**

Dated: September 25, 2023

Richard Sinclair Properties LLC (Mortgagor) and the City of DeKalb (Mortgagee)

Commonly known as: 151 N. Fourth Street, DeKalb County, Illinois 60115

PIN: 08-23-160-131

**Prepared by and Return to:**  
Matt Rose, City Attorney  
Attention: City Manager's Office  
City of DeKalb  
164 E. Lincoln Highway  
DeKalb, Illinois 60115  
(Resolution 2023-088)

## MORTGAGE

**RETURN TO:**

City Manager  
City of DeKalb  
164 E. Lincoln Hwy.  
DeKalb, IL 60115

**Future Advances Mortgage  
Maximum Value: \$92,697.00**

**THIS MORTGAGE**, dated September 25, 2023, by Richard Sinclair Properties, LLC ("Mortgagor"), **WITNESSETH:**

Whereas, Mortgagor has executed a Promissory Note in the principal sum of \$92,697.00 (Ninety Two Thousand Six Hundred Ninety Seven Dollars and Zero Cents) payable to the City of DeKalb ("Mortgagee"), dated the same date as this Mortgage, whereby Mortgagee is entitled to recover from Mortgagor certain expenses, costs, and advances in connection with Mortgagor's development work on the Property as defined in the Development Agreement between Mortgagor and Mortgagee dated September 25, 2023 and recorded against the Property legally described in the attached and incorporated Exhibit A;

THAT to secure the payment of the indebtedness evidenced by said Promissory Note, Mortgagor does by these presents GRANT and MORTGAGE unto Mortgagee, the real estate situated in the County of DeKalb, and State of Illinois, legally described in the attached and incorporated Exhibit A (the "Property" or "Premises");

Together with all improvements, tenements, hereditaments, easements, and all types and kinds of furniture, fixtures, and equipment whether now on the Premises or hereafter erected, installed or placed thereon or therein, or whether physically attached thereto or not, are and shall be deemed a part of said real estate as between the parties and all persons claiming by, through or under them, and a portion of the security for said indebtedness; and also all the estate, right, title and interest of Mortgagor in and to the Premises; and

Further, Mortgagor does hereby pledge and assign to Mortgagee, from and after the date hereof, primarily and on a parity with said real estate and not secondarily, all the rents, issues, and profits of the Premises and all rents, profits, revenues, royalties, bonuses, rights and benefits due, payable, or accruing, and all deposits or money as advance rent or for security, under any and all present and future leases of the premises, and does hereby transfer and assign all such leases to Mortgagee together with the right, but not the obligation, to collect, receive, and receipt for all avails thereof, to apply then to said indebtedness and to demand, sue for, and recover the same when due or payable. Mortgagee by acceptance of the Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to any lessee or tenant, that until a default shall be made or an event shall occur, when under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive, and enjoy such avails.

**TO HAVE AND TO HOLD** the premises unto Mortgagee, their successors, and assigns, forever, for the purposes and uses herein set forth.

**NOTICE: THIS MORTGAGE SECURES TOTAL CREDIT IN THE AMOUNT OF \$92,697.00, AND IS CONSTRUED IN CONNECTION WITH THE OBLIGATIONS OF MORTGAGOR AS OWNER UNDER THAT CERTAIN DEVELOPMENT AGREEMENT (“DEVELOPMENT AGREEMENT”) RECORDED AGAINST THE PREMISES PRIOR TO THE DATE OF THIS MORTGAGE. LOANS, PAYMENTS, CREDITS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH ANY OTHER AMOUNTS OR OTHER OBLIGATIONS OF MORTGAGOR/OWNER UNDER THIS MORTGAGE OR THE REDEVELOPMENT AGREEMENT ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS, UNLESS AND UPON THE CITY’S SUBORDINATION OF THIS MORTGAE LIEN AS PROVIDED IN THE REDEVELOPMENT AGREEMENT. THIS MORTGAGE HAS BEEN PROVIDED TO SECURE THE REPAYMENT OF OBLIGATIONS OF THE REDEVELOPMENT AGREEMENT, INCLUDING BUT NOT LIMITED TO, REPAYMENT OF A DEVELOPMENT INCENTIVE.**

**Maximum Obligation Limit:** The total amount of secured debt secured by this Mortgage at any one time shall not exceed the amount stated above. This limitation does not include loan charges, commitment fees, attorney’s fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Mortgagee’s security and to perform any of the covenants contained in this Mortgage or the Development Agreement. Future advances are contemplated and, along with other future obligations, are secured by this mortgage even though all or part may not yet be advanced. Nothing contained in this Mortgage shall constitute an irrevocable commitment to make additional or future loans or advances in any amount, and no commitment to future advances, whether contained herein or in the Development Agreement, shall create any right of or liability to any third party not identified expressly herein.

The debt secured by this Mortgage includes, but is not limited to:

- A) The promissory note, guaranty, obligations of Mortgagor under the Development Agreement and all extensions, renewals, modifications or substitutions thereof to Richard Sinclair Properties, LLC, with a note amount of \$92,697.00 (collectively, the “Evidence of Debt”).
- B) All future advances from Mortgagee to Mortgagor or other future obligations of Mortgagor to Mortgagee under any promissory note, development agreement, contract, guaranty or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the Evidence of Debt and whether or not such future advances or obligations are incurred for any purpose that was related or unrelated to the purpose of this Mortgage or the Evidence of Debt.
- C) All obligations Mortgagor owes to Mortgagee, which now exist or may later arise, to the extent not prohibited by law including, but not limited to, any obligation under the Development Agreement.

- D) Any additional sums advanced and expenses incurred by Mortgagee for insuring, preserving, or otherwise protecting the Premises and Property and its value and any other sums advanced or expenses incurred by the Mortgagee under the terms of this Mortgage, plus interest (where applicable), as provided in the Evidence of Debt and Redevelopment Agreement.
- E) Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Mortgagee and any Mortgage securing, guarantying, or otherwise relating to a debt.

Mortgagor covenants and agrees:

1. To pay or cause to be paid, when due, all sums secured hereby as further defined and governed by the Development Agreement.
2. Not to abandon the Premises; to keep the Premises in good condition and repair and not to commit or suffer waste; to pay for and complete within a reasonable time any building at any time in the process of erection upon the premises; to promptly repair, restore or rebuild any building or improvement now or hereafter on the Premises which may become damaged or destroyed; to refrain from impairing or diminishing the value of the security; to make no material alterations of the Premises.
3. To comply with all requirements of law or local government ordinances governing the Premises and the use thereof; and to permit Mortgagee, or their agents, to inspect the Premises at all reasonable times.
4. To keep the Premises free from mechanics, or other liens or claims for liens of any kind; to pay or cause to be paid, when due, any indebtedness which may be secured by a lien or charge on the Premises; and, upon receipt, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such liens or claims.
5. To pay, or cause to be paid, before any penalty attaches, all general taxes and to pay, or cause to be paid, when due, all special taxes, special assessments, water charges, drainage charges, sewer service charges and other charges against the premises, of any kind whatsoever, which may be levied, assessed, charged, or imposed on the premises, or any part thereof.
6. To promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or local law, ordinance, or regulation hereafter passed, against Mortgagee upon this Mortgage or the debt hereby secured, or upon their interest under this Mortgage.
7. To exhibit to Mortgagee, annually upon request, official receipts showing full payment of all taxes, assessments, and charges which Mortgagor is required, or shall elect, to pay or cause to be paid hereunder.
8. To keep the Premises continuously insured, until the indebtedness secured hereby is fully paid against loss or damage under such types of hazard and liability insurance and in such forms, amounts and companies as may be



reasonably approved or required from time to time by Mortgagee (in the absence of any specified requirements, such insurance shall be under policies providing for payment by the insurance companies of moneys sufficient either to pay the full cost of replacing or repairing the premises or to pay in full the indebtedness secured hereby); all policies whether or not required by the terms of this Mortgage, shall contain loss payable clauses in favor of Mortgagee (or, in case of foreclosure sale, in favor of the owner of the certificate of sale); in the event of loss, Mortgagor shall immediately notify Mortgagee in writing and Mortgagor authorizes and directs each and every insurance company concerned to make payments for such loss directly and solely to Mortgagee (who may, but need not, make proof of loss) and Mortgagee is authorized to adjust, collect, and compromise all claims under all policies, and Mortgagor shall sign, upon demand by Mortgagee, all receipts, vouchers, and releases required by the insurance companies and the insurance proceeds, or any part thereof, may be applied by Mortgagee, at their option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged, and any application thereof to the indebtedness shall not relieve Mortgagors from making the payments herein required until the indebtedness is paid in full. Mortgagee may, from time to time, at their option, waive and, after any such waiver, reinstate any or all provisions hereof requiring deposit of insurance policies, by notice to Mortgagor in writing.

9. (a) To deliver to Mortgagee, all policies of insurance with evidence of premiums prepaid (renewal policies to be delivered not less than ten (10) days prior to the respective dates of expiration), and all abstracts of title, title guarantee policies, and other evidence of title to the premises, all of which shall be held by Mortgagee without liability, and in the event of foreclosure of this Mortgage or transfer of title to the premises in extinguishment of said indebtedness, shall become the absolute property of Mortgagee.
- (b) IF ALL OR ANY PART OF THE PREMISES OR AN INTEREST THEREIN IS SOLD OR TRANSFERRED BY MORTGAGOR WITHOUT MORTGAGEE'S PRIOR WRITTEN CONSENT, MORTGAGEE MAY, AT MORTGAGEE'S OPTION, DECLARE ALL THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE. MORTGAGEE SHALL HAVE WAIVED SUCH OPTION TO ACCELERATE IF, PRIOR TO THE SALE OF TRANSFER, MORTGAGEE AND THE PERSON TO WHOM THE PREMISES IS TO BE SOLD OR TRANSFERRED REACH AGREEMENT IN WRITING THAT THE CREDIT OF SUCH PERSON IS SATISFACTORY TO MORTGAGEE AND THAT THE INTEREST PAYABLE ON THE SUMS SECURED BY THIS MORTGAGE SHALL BE AT SUCH RATE AS MORTGAGEE SHALL REQUEST. IF MORTGAGEE HAS WAIVED THE OPTION TO ACCELERATE.

IF MORTGAGEE EXERCISES SUCH OPTION TO ACCELERATE, MORTGAGEE SHALL MAIL MORTGAGOR NOTICE OF ACCELERATION. SUCH NOTICE SHALL PROVIDE A PERIOD OF NOT LESS THAN THIRTY (30) DAYS FROM THE DATE THE

NOTICE IS MAILED WITHIN WHICH MORTGAGOR MAY PAY THE SUMS DECLARED DUE. IF MORTGAGOR FAILS TO PAY SUCH SUMS PRIOR TO THE EXPIRATION OF SUCH PERIOD, MORTGAGEE MAY, WITHOUT FURTHER NOTICE OR DEMAND ON MORTGAGOR, INVOKE ANY REMEDIES PERMITTED BY THIS MORTGAGE.

THE REQUIREMENT OF MORTGAGEE'S CONSENT PRIOR TO ANY TRANSFER SHALL INCLUDE ALL LEGAL INTEREST OF MORTGAGOR IN THE PREMISES. SAID REQUIREMENT EXTENDS TO CONTRACTS FOR DEED, TRANSFERS TO LAND TRUSTS OR OTHER TRUSTS (EVEN THOUGH MORTGAGOR OR ANY OF THEM ARE BENEFICIARIES THEREIN), AND ASSIGNMENTS OF BENEFICIAL INTERESTS IN LAND TRUSTS AND OTHER TRUSTS.

10. In the event of default in performance of any Mortgagor's covenants or agreements herein contained, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor, in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit title or claim thereof, or redeem from any tax sale or forfeiture affecting the premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Mortgagee to protect the premises and the lien hereof shall be so much additional indebtedness secured hereby and shall be come immediately due and payable without notice. Mortgagee, making any payment hereby authorized relating to taxes or assessments, shall be the sole judge of the legality and validity thereof and of the amount necessary to be paid in satisfaction thereof.
11. If (a) default be made in payment, when due, of any sum secured hereby, or in any of the other covenants or agreements herein contained to be performed by Mortgagor herein or in the Agreement, or (b) if any proceedings be instituted or process issued (i) to enforce any other lien, charge or encumbrance against the premises, or (ii) to condemn the premises or any part thereof for public use, or (iii) against Mortgagor or any beneficiary thereof under any bankruptcy or insolvency laws, or (iv) to place the premises or any part thereof in the custody of any court through their receiver or other officer, and such proceedings are not dismissed or stayed on appeal or such process withdrawn within Ten (10) days after written notice to Mortgagor; or (c) if Mortgagor makes any assignment for the benefit of creditors, or are declared bankrupt, or if by or with the consent or at the instance of proceedings to extend the time of payment of the Note or to change the terms of this Mortgage be instituted under any bankruptcy or insolvency law; then:
  - (a) All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable without notice, with interest thereon, from the date of the first of any such defaults, at the penalty rate; and

- (b) Mortgagee may immediately foreclose this Mortgage. The Court in which any proceedings is pending for that purpose may, at once or any time thereafter, either before or after sale, without notice to Mortgagor, and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the premises, or whether the same shall be occupied as a Homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loan hereby secured is made), for the benefit of Mortgagee or place Mortgagee in possession under the terms of the applicable statute of the State of Illinois, with power to collect the rents, issues and profits of the premises, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver or Mortgagee in possession, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the premises, prior and coordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the premises, and may pay all or any part of the indebtedness secured hereby or any deficiency decree; and
  - (c) Mortgagee shall, at its option, have the right, acting through itself, its agents or attorneys, with process of law, to enter upon and take possession of the premises and property, expel and remove any persons, goods or chattels, occupying or upon the same, and to collect or receive all the rents, issues and profits thereof, and to manage and control the same, and to lease the same or any part thereof from time to time, and after deducting all reasonable attorney's fees and all operation of the premises, apply the remaining net income upon the indebtedness secured hereby, or upon any deficiency decree entered by virtue of any sale held pursuant to a decree of foreclosure.
12. In any foreclosure of this Mortgage, there shall be allowed and included in the decree for sale, in the event Mortgagor successfully obtains a judgment of foreclosure, to be paid out of the rents or proceeds of such sale, or by the Mortgagee, as the case may be, and only payable to the prevailing party in any such foreclosure action:
- (a) All principal and interest remaining unpaid and secured hereby;
  - (b) All other items advanced or paid by Mortgagee pursuant to this Mortgage with interest at the penalty rate from the date of advancement;
  - (c) All court costs and fees, attorneys' fees, appraiser's fees, expenditures for documentary and expert evidence, stenographer's charges, publication costs and coats (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of


title, title searches and examinations, title guarantee policies, and similar data with respect to title, as Mortgagee may deem necessary. All expenditures and expenses of the type mentioned in this subparagraph I shall become so much additional indebtedness secured hereby and immediately due and payable, with interest at the same rate as shall accrue on the principal balance when paid or incurred by Mortgagee, in connection with (i) any proceedings, including probate and bankruptcy proceedings to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (iii) preparations for the defense of security hereof, whether or not actually commenced. The proceeds of any foreclosure sale shall be distributed and applied to the items described in subparagraph (a), (b) and (c) in order of priority inversely to the manner in which said subparagraphs are above listed and any surplus of the proceeds of such sale be paid to Mortgagor.

13. No remedy or right of mortgagee shall be exclusive of, but shall be in addition to, every other remedy or right now or hereafter existing at law or in equity. No delay in exercising, or omission to exercise, any remedy or right accruing on default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.
14. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:
  - (a) Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.
  - (b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.
  - (c) Exercise or refrain from exercising or waive any right Mortgagee may have.
  - (d) Accept additional security of any kind.
  - (e) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.


15. Upon full payment of all sums secured hereby at the time and in the manner provided, then this conveyance shall be null and void and within thirty (30) days after written demand therefor a re-conveyance or release of the premises shall be made by Mortgagee to Mortgagor.
16. All provisions hereof shall inure to and bind the respective heirs, executors, administrators, successors, vendees and assigns of the parties hereto, and the word "Mortgagor" shall include all persons claiming under or through Mortgagor and all persons liable for the payment of the indebtedness or any part hereof, whether or not such persons shall have executed the Note or this Mortgage. Whenever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.
17. That this Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.
18. This lien may be subordinated with the written consent of the City Manager.

**IN WITNESS WHEREOF**, Mortgagor has executed this Mortgage the day and year first above written.

ATTEST:

By:   
 Ruth A. Scott  
 Title: Executive Asst.

**Richard Sinclair Properties, LLC**

By:  Samuel Patterson  
 Its: Managing Member

STATE OF ILLINOIS     )  
  ) ss  
COUNTY OF DEKALB    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Samuel Patterson, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Managing member of Richard Sinclair Properties, LLC, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act as the authorized agent of Richard Sinclair Properties, LLC, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25 day of September, 2023


  
\_\_\_\_\_  
Notary Public



Exhibit 1 to Mortgage  
(Legal Description of the Property)

The Property is legally described as follows:

Lot 63 and the North 4 feet of Lot 64 in Block 14 in County Clerk's Subdivision, being a resubdivision of Blocks 11, 12, 13 and 14 in the Original Town of DeKalb, according to the plat of said resubdivision recorded September 15, 1902, as Document Number 26477-1/4, in Plat Book "C", Page 42; also the North 70 feet of Lot 12 in Vaughn's Subdivision, being a subdivision of part of Block 14 in the Original Town of DeKalb, according to the plat of resubdivision, recorded January 17, 1902, as Document Number 24697, in Plat Book "C", Page 33, all in DeKalb County, Illinois.

PIN: 08-23-160-031

Address: 151 N. 4<sup>th</sup> St., DeKalb, IL 60115

Eligibility Certification  
DEVELOPER SECTION

**Submission of Eligible Costs; Review of Eligibility**

**Vendor Section**

**\*\*\* Sample Data to be Removed Before Use \*\*\***

For Each Choose: Provided Not-Provided
--

Vendor Name	Ck. Date	Check #	Amount	Description of Work	Invoice	Proof of Pmt.



Eligibility Certification  
CITY REVIEW SECTION

**City Expense Review Section**

**Amount Submitted:** \$0.00  
**TIF Eligible:** \$0.00

ID#	TIF Eligible Category	TIF Act	Eligibility Decision	Notes	Approved

CERTIFICATION OF AMOUNTS SUBMITTED

I, \_\_\_\_\_, represent and warrant to the City of DeKalb, Illinois (“City”) on behalf of \_\_\_\_\_ [Developer], an Illinois limited liability company (“\_\_\_”), the following:

- 1) The costs which \_\_\_ has submitted to the City and/or the City attorneys, seeking certification and reimbursement of the same in the amount of \$\_\_\_\_\_ pursuant to that Redevelopment Agreement between \_\_\_ and the City dated \_\_\_\_\_, 20\_\_, were incurred in connection with the \_\_\_\_\_ Redevelopment Project Area; and
- 2) The information submitted is true and accurate; and
- 3) The costs submitted for reimbursement were incurred and paid by \_\_\_ (or its affiliates, as may be permitted by the City).

\_\_\_ acknowledges that the City will accept and rely upon the documentation and information provided by \_\_\_, as well as the representations and warranties made in this instrument, in issuing TIF increment to \_\_\_ pursuant to the terms of the RDA.

Further, I represent and warrant that I have been duly authorized by \_\_\_ to execute this certification on its behalf.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT A**

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 AMENDED BUDGET	2023 PROJECTED	2024 REQUESTED BUDGET
<b>Fund 262 - TIF FUND #3</b>						
ESTIMATED REVENUES						
PROPERTY TAXES						
262-00-00-30300	PROPERTY TAX - TIF	458,809	507,254	519,935	519,935	550,000
	PROPERTY TAXES	458,809	507,254	519,935	519,935	550,000
OTHER INCOME						
262-00-00-37100	INVESTMENT INTEREST	1,097	30,553	6,000	35,000	27,000
262-00-00-38200	REFUNDS / REIMBURSEMENTS	0	8,713	0	0	0
	OTHER INCOME	1,097	39,266	6,000	35,000	27,000
TRANSFERS IN						
262-00-00-39260	TRANSFER FROM TIF #1 FUND	2,650,000	0	19,471	0	0
	TRANSFERS IN	2,650,000	0	19,471	0	0
<b>TOTAL ESTIMATED REVENUES</b>		<b>3,109,906</b>	<b>546,520</b>	<b>545,406</b>	<b>554,935</b>	<b>577,000</b>
EXPENDITURES						
CONTRACTUAL SERVICES						
262-00-00-62100	FINANCIAL SERVICES	556	8,660	8,830	8,830	9,272
262-00-00-63800	CONTRACTED SERVICES	0	6,111	6,294	6,300	1,890
262-00-00-65300	LEGAL EXPENSES & NOTICES	2,245	555	5,304	3,500	4,000
262-00-00-68600	TIF SURPLUS DISTRIBUTION	0	152,176	155,981	155,981	165,000
262-00-00-69199	PRIV PROP REHAB / REDEVELOP	624,588	759,729	347,154	347,154	238,100
	CONTRACTUAL SERVICES	627,389	927,231	523,563	521,765	418,262
EQUIPMENT						
262-00-00-83900	OTHER CAPITAL IMPROVEMENTS	127,053	1,868,349	500,000	480,000	290,000
	EQUIPMENT	127,053	1,868,349	500,000	480,000	290,000
<b>TOTAL EXPENDITURES</b>		<b>754,442</b>	<b>2,795,580</b>	<b>1,023,563</b>	<b>1,001,765</b>	<b>708,262</b>
<b>NET OF REVENUES/APPROPRIATIONS - FUND 262</b>		<b>2,355,464</b>	<b>(2,249,060)</b>	<b>(478,157)</b>	<b>(446,830)</b>	<b>(131,262)</b>
<b>BEGINNING FUND BALANCE</b>		<b>1,271,337</b>	<b>3,626,801</b>	<b>1,377,741</b>	<b>1,377,741</b>	<b>930,911</b>
<b>ENDING FUND BALANCE</b>		<b>3,626,801</b>	<b>1,377,741</b>	<b>899,584</b>	<b>930,911</b>	<b>799,650</b>



*One Fifty One*

AMERICA

# 151 N 4th St, DeKalb

## Renovation Budget

Interior Buildout	Amount	Scope
Electical	\$ 85,000	Complete new electrical on 2nd Fl and meter each residential unit. Miscellaneous repairs throughout
HVAC	\$ 160,000	Complete replacement of basement heater, the boiler to forced air for 1st floor and 2nd floor forced air
Plumbing/ Gas Meter	\$ 53,000	Repair broken main, new gas lines for all apartments, retrofit to code old lines ran in early 2000's
Trim & Doors	\$ 35,000	1 exterior basement door, 2 new interior vestibule doors. 10 new doors for residential
Secure Access	\$ 7,500	Vestibule creation with new key fob entry system
Prep/Framing	\$ 20,000	Minor adjustments to current second floor layout, applications, etc.
Drywall/Paint	\$ 68,000	Drywall/ paint common areas and apartments
Kitchen Cabinets	\$ 4,250	4/5 kitchens purchased already, buy one more and install
Insulation	\$ 18,500	New insulation on exterior walls 2nd floor
Flooring	\$ 17,300	Flooring install in certain areas of first and second floor.
Countertops/backsplash	\$ 3,500	Material and Install
Lighting	\$ 15,000	New lighting throughout
Office Bathrooms	\$ 20,000	Re-tile new toilets and sinks, hot water heater
Shared Breakroom	\$ 5,000	Create shared breakroom with refrigerators, vending machings, sink and conference table
Appliances	\$ 25,000	All new refrigerator, oven, washer dryer, dishwasher
GC Fee	\$ 55,000	Hoping to par down with my assistance in GC process
<b>Exterior</b>		
Roof	\$ 10,000	Re-seal, patch as needed.
Tuckpointing/Parapets	\$ 50,000	Spot tuckpointing throughout, Replace Caps and Lentils
Windows	\$ 10,000	Replacement of approximately 15 windows
Concrete	\$ 35,000	Basement entrance concrete tear up and install new and drain creation
<b>Total</b>	<b>\$ 697,050</b>	

**AUTHORIZING AN ARCHITECTURAL IMPROVEMENT PROGRAM (AIP) ECONOMIC INCENTIVE AT 216 N. SIXTH STREET, DEKALB, ILLINOIS, IN THE AMOUNT OF \$2,750 (BYERS BREWING PRODUCTION FACILITY).**

**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 an Architectural Improvement Program ("AIP") grant funding for the redevelopment of properties that are located in the City's Tax Increment Financing District #3 ("TIF 3"); and

**WHEREAS**, Byers Brewing, LLC (the "Owner") is the owner of property located at 216 N. Sixth St. in TIF 3 (the "Property"); and

**WHEREAS**, Owner applied for a TIF 3 AIP grant of \$2,750 (the "Grant") for 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 an AIP Grant in the amount of \$2,750 to Owner for the Project, 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. The City's payment of the Grant shall be as a reimbursement to Owner upon Owner providing proof of incurring costs of not less than \$5,500 for the "Project. The AIP Grant shall be in the amount which is the lesser of: (a) \$2,750; or (b) the amount which is not more than 50% of the total Project costs.
3. Owner shall 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 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 Grant.
5. Owner agrees to 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 Owner may not assign or transfer the Grant. 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 Grant.
10. The City's payment of the 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 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 13<sup>th</sup> day of November 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





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

Architectural Improvement Program  
Application

Name: Byers Brewing LLC / Steve Byers

Home Address: 216 N 6th St Dekalb IL 60115  
230 E Lincoln Hwy Ste 100 Dekalb IL 60115

Property Identification Number (PIN): \_\_\_\_\_

Location of Property: 216 N 6th St Dekalb

Phone Number: 815 970 5318 Email: byersbrewingcompany@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? Bill Nicholas

Total cost estimate of Project: \$5500

Matching funds requested: \$2750  
(up to a maximum of \$25,000)

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

**Project Description**

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

Replacement of failed transformer used  
in production of product.

Applicant(s)   
Steve Byers

Date: 10/17/2023



Finney's Electric LLC

437 Borden Ave.  
Sycamore IL 60178

# Invoice

Date	Invoice #
10/2/2023	25129

Bill To
Byers Brewing 216 N 6th. St. DeKalb IL 60115

Work Performed
Transformer

Terms
Due on receipt

Quantity	Description	Rate	Amount
1	75KVA Transformer	2,992.00	2,992.00
7	2" Sealtight	9.05	63.35
1	2" Sealtight Str Connector	37.32	37.32
1	2" Sealtight 45d Connector	67.58	67.58
1	2" Grounding Bushing	15.80	15.80
1	2" Bushing	0.59	0.59
1	2" Minnie	1.67	1.67
6	1 1/2" Sealtight	7.81	46.86
1	1 1/2" Sealtight Str Connector	20.41	20.41
1	1 1/2" Sealtight 90d Connector	46.28	46.28
1	1 1/2" Grounding Bushing	12.65	12.65
1	1 1/2" Bushing	0.23	0.23
1	1 1/2" Minnie	1.06	1.06
10	1/2" EMT	0.67	6.70
1	1/2" EMT-1/2" Flex Changeover	4.67	4.67
2	1/2" EMT Strap	0.27	0.54
36	3/0 THHN	4.11	147.96
30	#2 THHN	1.99	59.70
15	#4 THHN	1.26	18.90
25	#6 THHN	0.83	20.75
4	3/0 Crimp Lug	11.74	46.96
3	#2 Crimp Lug	7.41	22.23
1	L125 Lug	16.59	16.59
7	1/4-20x1 1/4" TapCon	0.25	1.75
1	Assorted Hardware *Gordon's*	8.47	8.47
7	Pat *Sept-25*	143.00	1,001.00
6.5	Brian *Sept-25*	143.00	929.50
<b>Total</b>			<b>\$5,591.52</b>

Invoices past 30 days are subject to a 1.5% monthly service charge.

Phone #	Fax #	E-mail
815-895-4480	815-895-4098	dfinney@frontier.com



COPY

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

November 13, 2023

Mr. Steve Byers  
Byers Brewing LLC  
216 N. Sixth Street  
DeKalb, Illinois 60115

Re: City of DeKalb Architectural Improvement Program (AIP) Grant Letter of Acknowledgment and Agreement – Byers Brewing Production Facility, 216 N. Sixth Street, DeKalb, Illinois.

Steve Byers (“Applicant”) hereby acknowledges and agrees to the terms of Resolution 2023-110 (“the Resolution”), approving of a \$2,750 Architectural Improvement Program (“AIP”) Grant for Byers Brewing LLC (“Owner”) for use at 216 N. Sixth 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 the Owner, after Owner provides proof of incurring costs of not less than \$5,500 on renovation at the Property including, but not limited to, electrical, mechanical, and plumbing upgrades (“the Project”). The AIP Grant shall be in the amount which is the lesser of: a) \$2,750; 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

COPY

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 13<sup>th</sup> day of November 2023.



Bill Nicklas  
City Manager



Steve Byers  
on Behalf of Byers Brewing LLC



Scott, Ruth

Res 2023-110

**From:** Hauman, Susan  
**Sent:** Tuesday, January 9, 2024 12:00 PM  
**To:** Scott, Ruth  
**Subject:** Byers AIP  
**Attachments:** Returned check1.9.2024.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Ruth,

Attached is a scan of the returned check for the AIP agreement at 206 N Sixth St. Byers Brewing Production. This check has been voided, please file with your documentation.

Thank you,

**Susan Hauman** | Director of Financial Services  
City of DeKalb | 164 E Lincoln Hwy | DeKalb, IL 60115  
Phone: 815.748.2388  
Website: [www.cityofdekalb.com](http://www.cityofdekalb.com)



073274

CITY OF DEKALB  
ACCOUNTS PAYABLE

Vendor: 172825 BYERS BREWING COMPANY Check #: 73274 12/11/23

Date	Invoice	Description/Detail	Amount
11/13/23	RES 2023-110	RES 2023-110 AIP 216 N SIXTH ST/BYERS BR	2,750.00

VOID

VOID

VOID

VOID

2,750.00

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164 E. LINCOLN HWY.  
DEKALB, ILLINOIS 60115

VOID AFTER  
90 DAYS

① First National Bank  
in DeKalb  
DeKalb, IL 60115

073274

70-202/719

73274

\*\*\*Two Thousand Seven Hundred Fifty and NO/100 Dollars\*\*\*\*\*

DATE  
12/11/23

AMOUNT  
\$2,750.00

PAY  
TO THE  
ORDER  
OF

BYERS BREWING COMPANY  
230 E LINCOLN HWY  
DEKALB, IL 60115

VOID

VOID

*Susan Hanson*

MP  
MP  
HEAT SENSITIVE  
FIBER WITH TOUCH

⑈073274⑈ ⑆071902629⑆ 906⑈608⑈3⑈

**City of**  
**DeKalb**  
opportunity • innovation  
164 East Lincoln Highway  
DeKalb, Illinois 60115

CAROL STREAM IL  
13 DEC 2023 PM 5

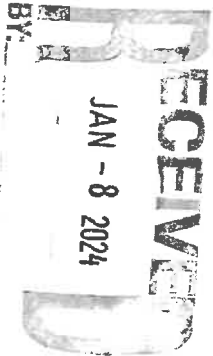


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US POSTAGE



60115-322530







**CITY OF DEKALB, ILLINOIS**

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REPORT ON COMPLIANCE  
WITH PUBLIC ACT 85-1142

For the Year Ended December 31, 2023



**SIKICH.COM**

**CITY OF DEKALB, ILLINOIS**  
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1415 West Diehl Road, Suite 400  
Naperville, IL 60563  
630.566.8400

**SIKICH.COM**

## **INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION**

The Honorable Mayor  
Members of the City Council  
City of DeKalb, Illinois

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of DeKalb, Illinois (the City) as of and for the year ended December 31, 2023, which collectively comprise the basic financial statements of the City and have issued our report thereon dated June 3, 2024, which expressed an unmodified opinion on those statements.

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information (combining schedule of revenues, expenditures, and changes in fund balances and schedules of fund balance by source for the Tax Increment Financing #1 Fund and the Tax Increment Financing # 3 Fund) are presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements.

The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

*SiKich CPA LLC*

Naperville, Illinois  
June 3, 2024

**SUPPLEMENTARY INFORMATION**

**CITY OF DEKALB, ILLINOIS**

**COMBINING SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES  
TAX INCREMENT FINANCING DISTRICTS REDEVELOPMENT FUNDS**

For the Year Ended December 31, 2023

	<u>Special Revenue Funds</u>	
	<u>Tax</u>	<u>Tax</u>
	<u>Increment</u>	<u>Increment</u>
	<u>Financing #1</u>	<u>Financing #3</u>
<b>REVENUES</b>		
Taxes	\$ 1	\$ 699,864
Investment Income	-	80,996
	<hr/>	
Total Revenues	1	780,860
	<hr/>	
<b>EXPENDITURES</b>		
Community Development		
Contractual Services	-	503,703
Capital Outlay	577	5,500
	<hr/>	
Total Expenditures	577	509,203
	<hr/>	
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(576)	271,657
	<hr/>	
<b>OTHER FINANCING SOURCES (USES)</b>		
Transfers In	-	18,895
Transfers (Out)	(18,895)	-
	<hr/>	
Total Other Financing Sources (Uses)	(18,895)	18,895
	<hr/>	
NET CHANGE IN FUND BALANCES	(19,471)	290,552
	<hr/>	
FUND BALANCES, JANUARY 1	19,471	1,377,741
	<hr/>	
<b>FUND BALANCES, DECEMBER 31</b>	<b>\$ -</b>	<b>\$ 1,668,293</b>
	<hr/> <hr/>	

(See independent auditor's report.)

**CITY OF DEKALB, ILLINOIS**

**SCHEDULE OF FUND BALANCE BY SOURCE  
TAX INCREMENT FINANCING #1 FUND**

For the Year Ended December 31, 2023

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<b>BEGINNING BALANCE, JANUARY 1, 2023</b>	<u>\$ 19,471</u>
<b>DEPOSITS</b>	
Property Taxes	<u>1</u>
Total Deposits	<u>1</u>
Balance Plus Deposits	<u>19,472</u>
<b>EXPENDITURES AND TRANSFERS</b>	
Capital Outlay	577
Transfers Out	<u>18,895</u>
Total Expenditures and Transfers	<u>19,472</u>
<b>ENDING BALANCE, DECEMBER 31, 2023</b>	<u><u>\$ -</u></u>
<b>ENDING BALANCE BY SOURCE</b>	
Property Tax	<u>\$ -</u>
Subtotal	-
Less Surplus Funds	<u>-</u>
<b>ENDING BALANCE</b>	<u><u>\$ -</u></u>

(See independent auditor's report.)

**CITY OF DEKALB, ILLINOIS**

**SCHEDULE OF FUND BALANCE BY SOURCE  
TAX INCREMENT FINANCING #3 FUND**

For the Year Ended December 31, 2023

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<b>BEGINNING BALANCE, JANUARY 1, 2023</b>	<u>\$ 1,377,741</u>
<b>DEPOSITS</b>	
Property Taxes	699,864
Investment Income	80,996
Transfers In	<u>18,895</u>
Total Deposits	<u>799,755</u>
Balance Plus Deposits	<u>2,177,496</u>
<b>EXPENDITURES</b>	
Community Development	503,703
Capital Outlay	<u>5,500</u>
Total Expenditures	<u>509,203</u>
<b>ENDING BALANCE, DECEMBER 31, 2023</b>	<u><u>\$ 1,668,293</u></u>
<b>ENDING BALANCE BY SOURCE</b>	
Property Tax	<u>\$ 1,668,293</u>
Subtotal	1,668,293
Less Surplus Funds	<u>-</u>
<b>ENDING BALANCE</b>	<u><u>\$ 1,668,293</u></u>

(See independent auditor's report.)

1415 West Diehl Road, Suite 400  
Naperville, IL 60563  
630.566.8400

**SIKICH.COM**

## **INDEPENDENT ACCOUNTANT'S REPORT**

The Honorable Mayor  
Members of the City Council  
City of DeKalb, Illinois

We have examined management's assertion, included in its representation letter dated June 3, 2024, that the City of DeKalb, Illinois (the City) complied with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) during the year ended December 31, 2023. Management is responsible for the City's assertion and for compliance with those requirements. Our responsibility is to express an opinion on management's assertion about the City compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether management's assertion is fairly stated, in all material respects. An examination involves performing procedures to obtain evidence about management's assertion. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of management's assertion, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the City of DeKalb's compliance with the specified requirements.

In our opinion, management's assertion that the City of DeKalb complied with the aforementioned requirements for the year ended December 31, 2023 is fairly stated, in all material respects.

This report is intended solely for the information and use of the Mayor, the Members of the City Council, management of the City, Illinois State Comptroller's Office and the joint review boards and is not intended to be and should not be used by anyone other than these specified parties.

*SiKich CPA LLC*

Naperville, Illinois  
June 3, 2024





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

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**FY2022 TIF #3**  
**Intergovernmental Agreements**

List of Agreements in Effect as of December 31, 2023

1. Forensic Assessment of the City of DeKalb's Tax Increment Financing ("TIF") Districts (issued 5.2020)
2. Resolution 2020-125, Authorizing an Intergovernmental Agreement Relating to Tax Increment Financing Districts By and Between the City of DeKalb, DeKalb County, DeKalb Community Unit School District No. 428, DeKalb Township, DeKalb Township Road & Bridge District, DeKalb Park District, Kishwaukee Community College, DeKalb Public Library, DeKalb County Forest Preserve District, and Kishwaukee Water Reclamation District (passed 12.14.2020)