

**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

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? X 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. Laust Str. Dekalb, IL, 60115. To further this design process we will design and accomodate municipal approved ADA entrance. The total cost for ADA design and construction is \$67,050.00

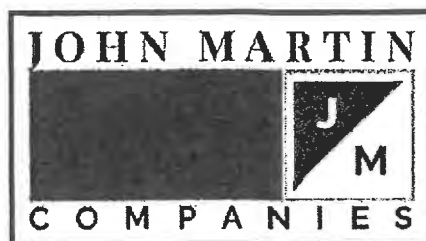
Applicant(s) Cynthia Anderson, CEO  
Cannidid Spirit Too

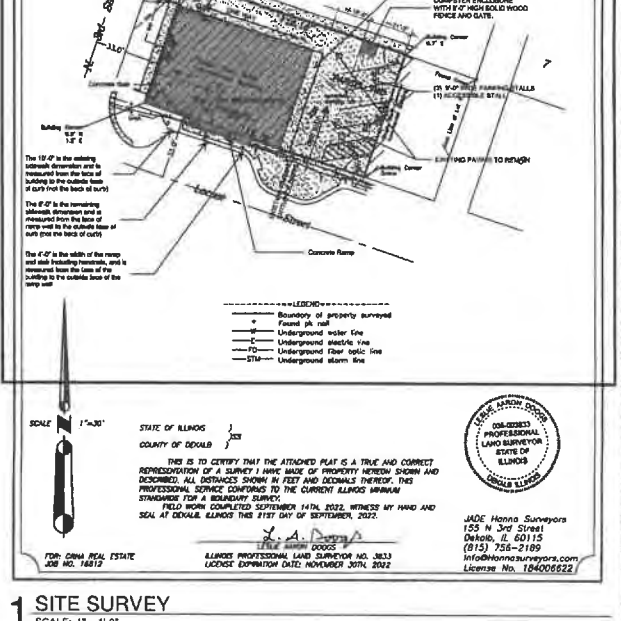
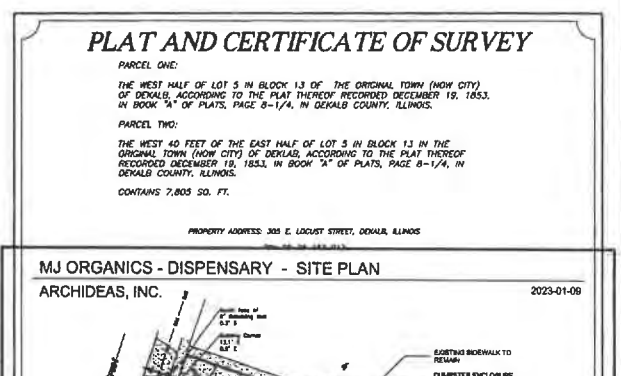
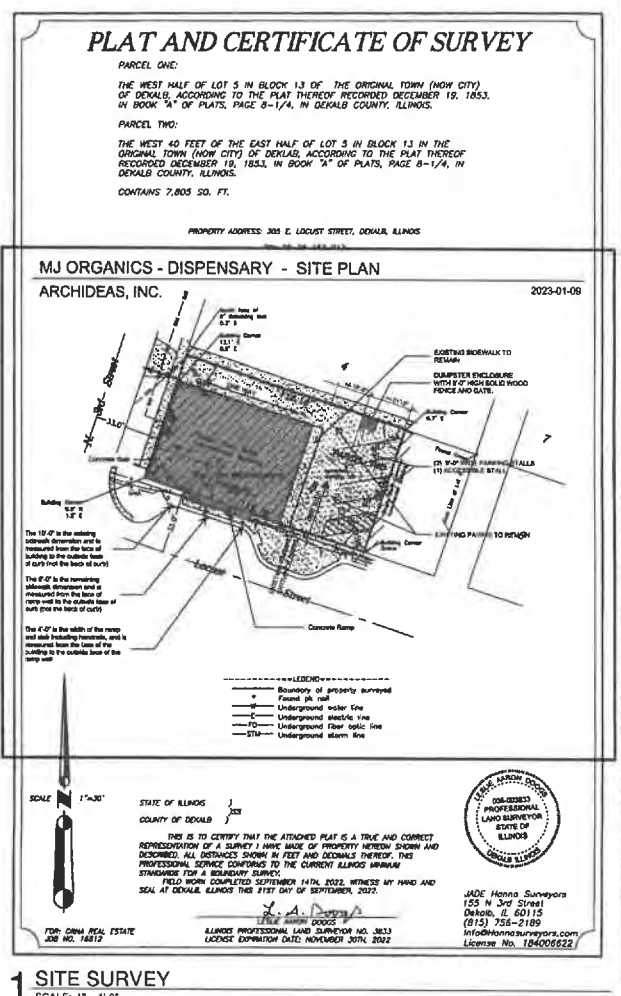
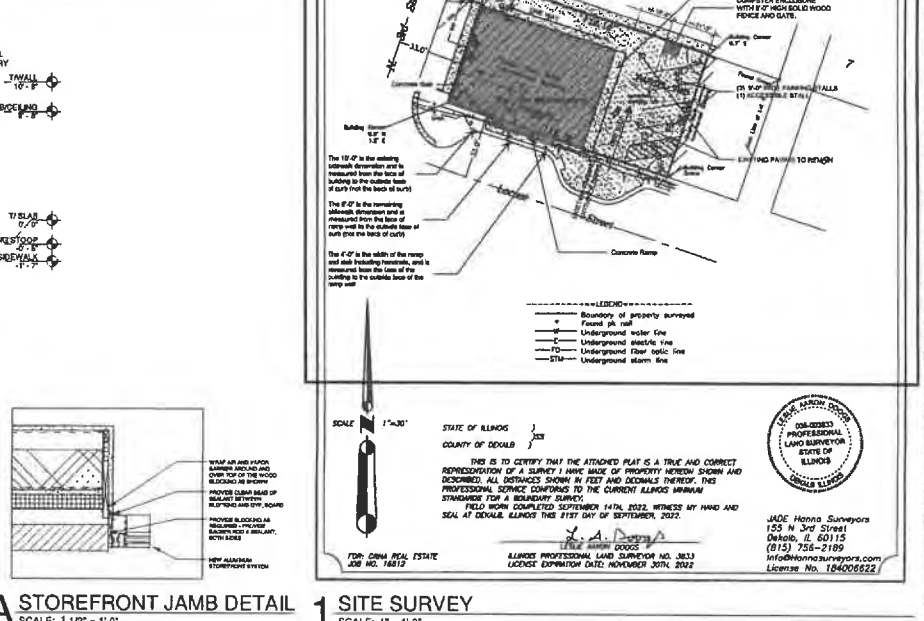
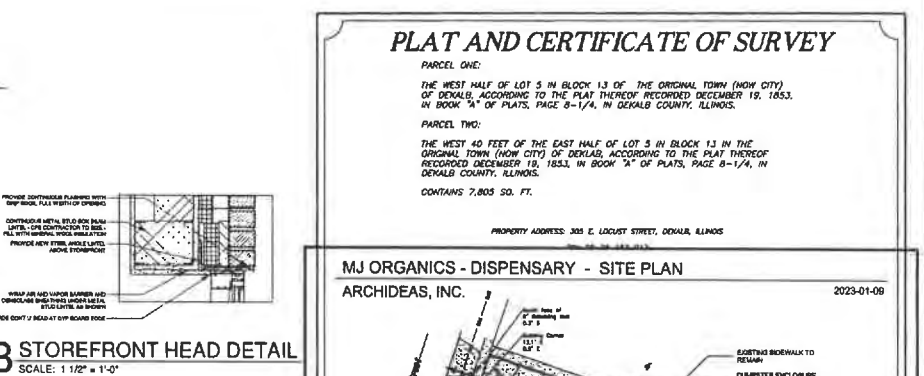
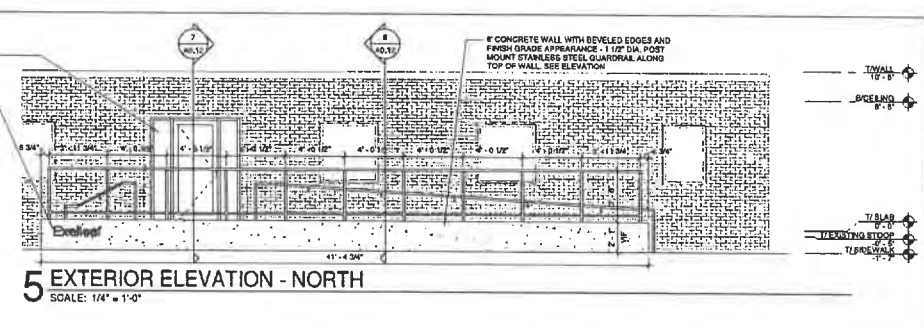
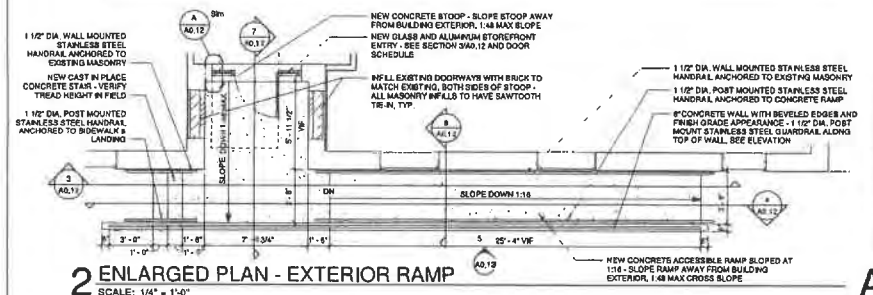
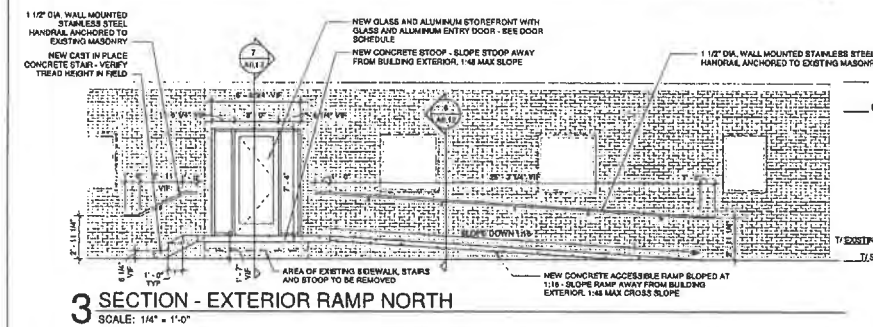
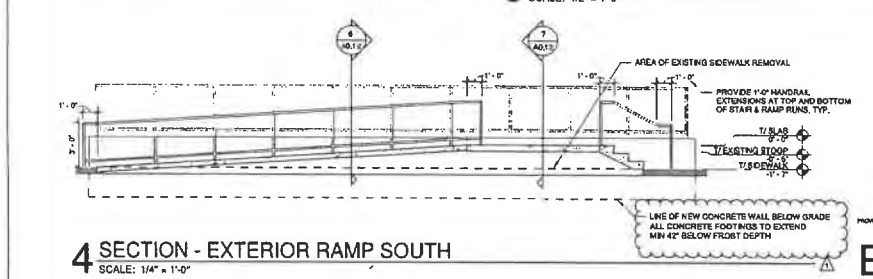
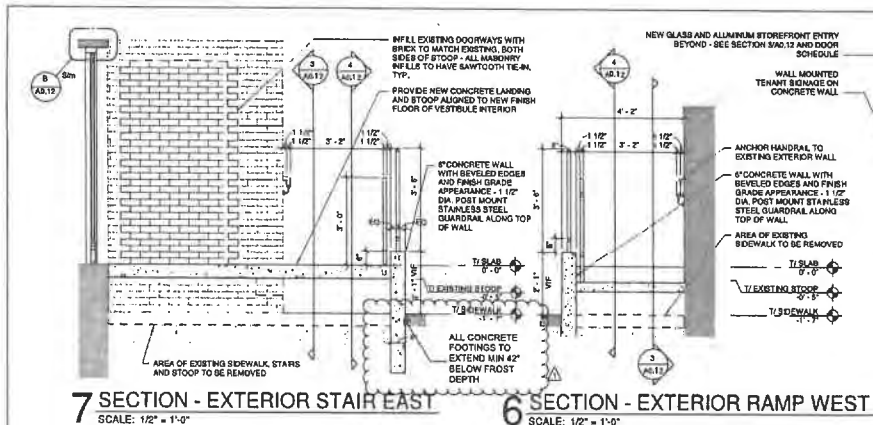
Date: 6/26/2023



## 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 (\$F):</b>	3,405
<b>Budget Type:</b>	Permit Drawing Budget

[illegible]



Prof. Mgr.  
JP

Job Capt.  
JP

Drawn by  
JS

Revised by  
JP

Current Date: 02.07.23  
License Exp. Date: 11.30.24

STATE OF ILLINOIS  
JADE HANNA SURVEYORS  
881-8175123  
REGISTERED PROFESSIONAL LAND SURVEYOR

ISSUED FOR PERMIT COMMENTS: 08.01.23  
ISSUED FOR PERMIT: 02.01.23  
DATE: 02.07.23

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ARCHIDEAS  
ARCHITECTURE  
INTERIORS  
PLANNING

311 W. Superior St., Suite 410, Chicago, Illinois 60604

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

Sheet Title  
**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

