RESOLUTION 2015-071     PASSED: JUNE 22, 2015

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO ENTER A TAX INCREMENT FINANCING (TIF) AGREEMENT WITH CHILTON'S SPORTING GOODS IN THE AMOUNT OF $17,839.67 FOR A FY2015 ARCHITECTURAL IMPROVEMENT PROGRAM (AIP) PROJECT FOR THE PROPERTY LOCATED AT 248 E. LINCOLN HIGHWAY.

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the Mayor of the City of DeKalb, Illinois, is authorized and directed to sign an agreement with the following party for a project authorized through the City of DeKalb FY2015 Architectural Improvement Program:

Chilton Sporting Goods
ICO Kirby Chilton and Stacey Chilton
248 E. Lincoln Highway
DeKalb, Illinois 60115

AIP Funding Recommendation: $17,839.67

Section 2. That the terms and conditions of the agreement shall follow the form in the copy of the Funding Agreement attached as Exhibit "1". Prior to the payment of any sum to or on behalf of Chilton Sporting Goods, the City shall deduct from any such payments the amounts due to the City for installation and maintenance of the scaffolding erected by the City to protect the public from the conditions at the structure at issue.

Section 3. That the City Clerk of the City of DeKalb is authorized and directed to attest the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a regular meeting thereof held on the 22nd day of June, 2015 and approved by me as Mayor on the same day. Passed by a roll call vote of 8-0. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, O'Leary, Rey. Nay: None. Absent: None.

ATTEST:

JULIE ABRAHAM, Deputy City Clerk

JOHN REY, Mayor
EXHIBIT "1"

CITY OF DEKALB
FY15 ARCHITECTURAL IMPROVEMENT FUNDING AGREEMENT

This Agreement entered into this 22nd day of June, 2015 between the City of DeKalb, Illinois, a home rule municipality, (hereinafter referred to as "the CITY"), and the following designated owner ("OWNER"), to wit:

Name of Owner: Kirby D. and Stacey J. Chilton
Address of Property to be improved: 248 East Lincoln Highway, DeKalb, IL 60115

WITNESSETH:

WHEREAS, the City has established an Architectural Improvement Program ("Program") for application within the City of DeKalb; and,

WHEREAS, said Program is administered by the CITY, with funding decisions made by the CITY with the advice of the Architectural Improvement Review Committee; and,

WHEREAS, said Program is funded from TIF funds for the purpose of controlling and preventing blight and deterioration within the City, and to encourage the further redevelopment of properties in the City in accordance with the general guidelines set forth in the Program; and,

WHEREAS, the subject property of the OWNER is located within the defined Program area; and,

WHEREAS, pursuant to the Program the CITY has agreed to financially participate, subject to its sole discretion, the Program Guidelines, and the terms and conditions set forth in this Agreement; and,

WHEREAS, the OWNER desires to participate in the Program, subject to the Program Guidelines and the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreement obtained herein, the CITY and the OWNER do hereby agree as follows:

A. That the CITY shall share in the proposed improvements costs to the subject property of the OWNER, in an amount not to exceed $17,839.67 and the City shall reimburse the OWNER for said amount upon submittal of proof of an equivalent amount paid for work on the subject property; and final waivers of lien, if applicable. The funding paid; provided, waived and/or forgiven by the City to the Owner shall be considered a Forgivable Loan, subject to the following terms:

B. That OWNER agrees to install, or cause to be installed, all improvements set forth within the accompanying application materials, descriptions and drawings, and agrees that all improvements shall be completed within one (1) calendar year from the date of the project's approval by the City Council, and in such a manner as to comply with all conditions of approval of this Agreement, and in accordance with the Program Guidelines and all pertinent regulations, ordinances, or codes of the City of DeKalb or other authority having jurisdiction over subject property;

C. That, upon submittal of appropriate receipts paid, any necessary final lien waivers, certified payroll
shall reimburse the actual costs of the improvements, in amounts not exceeding the value stated in Paragraph A, above, and the CITY shall have up to twenty working days to disburse such amounts upon receipt of all necessary documentation, subject to standard CITY policies and procedures;

D. That all payments or disbursements made by the CITY shall be considered reimbursements for work completed and paid for by the property OWNER, subject to the other terms and conditions set forth herein, and within the Program Guidelines and standard CITY policies;

E. That any outstanding code violations of the property to which the improvements were made must be repaired prior to the City releasing funds for reimbursement. Notwithstanding any other provisions of this Agreement, the City shall make no payments to any person, firm, or corporation who is a debtor to the City of DeKalb, as defined in Chapter 54, Section 54.15, Purchasing and Letting of Contracts, Subsection g.

F. OWNER agrees to maintain all improvements for a period of five years from the date of reimbursement by the CITY, except for minor changes such as repainting or other maintenance items, or the changing of sign panels and such due to changes in tenants, or the continuation of further improvements to the building, provided said improvements do not conflict with or interfere with the improvements funded by this Program;

G. OWNER agrees that any minor changes or further improvements, as outlined above, shall only be made after approval by the Director of Community Development, or designee thereof, who may refer the proposed changes to the City Council of the CITY for final approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the appearance of the subject property as specified in the plans, design drawings and specifications approved pursuant to this Agreement;

H. That in the case of conflicting codes, ordinances, rules, regulations or guidelines, the City Council of the CITY shall make a ruling, and that ruling shall be final;

I. Nothing herein is intended to limit, restrict or prohibit the OWNER from undertaking any other work in or about the subject property, which is unrelated to the architectural improvements provided for in this Agreement;

J. The Owner agrees that it shall maintain its business operations and/or ownership rights of the property for a period of five (5) years from the date of reimbursement for work completed as provided herein. This Agreement shall be binding upon and inure to the benefit of the CITY and the OWNER, and their heirs, for a period of five (5) years from the date of reimbursement for work completed as provided for herein. Further, a mortgage shall be recorded at the OWNER’S expense with the DeKalb County Recorder of Deeds;

K. If the OWNER fails to complete or cause the completion of the work subject to the terms of this Agreement or fails to comply with any other terms of this Agreement, then upon written notice being given by the City Manager to the OWNER, served in person or by certified mail to the address on this Agreement above, this Agreement shall be terminated and the financial obligation on the part of the CITY shall cease and become null and void;

L. If the OWNER removes or fails to maintain all improvements for which reimbursement by CITY is provided under the terms of this Agreement, then upon written notice being given by the City Manager to the OWNER, served in person or by certified mail to the address on this Agreement above, the OWNER agrees to reimburse the CITY for the full amount of funding provided by the CITY under the terms of this Agreement within thirty (30) days of receipt of aforementioned written notice, with the amount of
reimbursement owed to the City reduced by one-fifth (1/5) of the full amount funded by the CITY under this Agreement for every one calendar year the improvements resulting from this Agreement and the aforementioned Program are maintained in accordance with the terms of this Agreement.

M. Upon default of this Agreement by either party, other than default upon the installation of improvements as described in Paragraphs J and K, above, the OWNER and/or the CITY shall have any and all remedies available at law.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

CITY OF DEKALB, ILLINOIS
A Municipal Corporation

PROPERTY OWNER
248 East Lincoln Highway, DeKalb, Illinois

ATTEST:

John A. Fey
Mayor

Kirby D. Chilton
Owner

Stacey J. Chilton
Owner

Julie Abraham
Deputy City Clerk