

RESOLUTION 11-95 Passed November 28, 2011

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO SIGN AN AGREEMENT WITH BARB CITY MANOR FOR FACILITY IMPROVEMENTS IN THE AMOUNT OF \$100,000.

WHEREAS, the City of DeKalb is the owner of record for property at 680 Haish Boulevard, the location of Barb City Manor retirement home facility; and,

WHEREAS, Barb City Manor has requested approval from the City of DeKalb to remodel three apartments on said property; now,

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

Section One. That the Mayor of the City of DeKalb, Illinois, is authorized and directed to execute an agreement with Barb City Manor for facility improvements from July 1, 2012 through June 30, 2013, a copy of which is attached hereto and made a part thereof as Exhibit "A".

ADOPTED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting held on the 28th day of November, 2011 and approved by me as Mayor on the same day. Adopted by roll call vote: 7-0. Aye: Jacobson, Teresinski, Lash, Gallagher, Naylor, Baker, O'Leary.

ATTEST:



STEVE KAPITAN, City Clerk



KRIS POVLSSEN, Mayor



EXHIBIT A

FY2012
BARB CITY MANOR
TIF AGREEMENT

AGREEMENT made this 30TH day of NOVEMBER 2011, 2012, by and between the City of DeKalb, Illinois, an Illinois Municipal Corporation, (hereinafter referred to as "City") and the Barb City Manor, Inc., and Illinois not-for-profit Corporation (hereinafter referred to as "BCM".)

RECITALS

WHEREAS, the City has determined that there is an on-going need to provide services to encourage, promote, and engage in the development and operation of low and moderate income housing for senior citizens; and,

WHEREAS, the City desires that BCM provide such services to the citizens of the City of DeKalb; and,

WHEREAS, BCM is capable of and desires to provide such services; and,

WHEREAS, the City is implementing a Tax Increment Redevelopment Plan (hereinafter referred to as the "Plan") pursuant to the Illinois Tax Increment Allocation Redevelopment Act (hereinafter referred to as the "Act"); and,

WHEREAS, the City wishes to assist other agencies with projects that will enhance the overall redevelopment of the project area and the community; and,

WHEREAS, BCM is a local not for profit agency and needs assistance with improvements at Barb City Manor (hereinafter referred to as "Premises"), 680 Haish Blvd., which is located within the Redevelopment Project Area covered by the Plan; and,

WHEREAS, said building improvements are eligible redevelopment project costs under the Act; and,

WHEREAS, to assist BCM with these redevelopment projects thereby promoting the goals and objectives of the tax increment finance program of the City, the City desires to grant to the BCM funding in the amount of One Hundred Thousand and No/100 Dollars (\$100,000) for Fiscal Year 2012 to pay for projects as they are identified herein.

NOW THEREFORE, the parties agree as follows:

- 1. FUNDING: For Fiscal Year 2012, City shall grant to the BCM the amount of One Hundred Thousand and No/100 Dollars (\$100,000).

BCM hereby certifies that no portion of the monies to be received from the City through this Agreement shall be used for payment of any debt owed by the BCM at the time of execution of

this document nor for any other purpose other than the purposes which are specifically provided for payment by the City as identified within this agreement.

2. **ELIGIBLE USE OF FUNDS:** All FY2012 monies allocated by the City to BCM through its Tax Increment Finance program shall be used solely and exclusively for projects that are approved by the City of DeKalb. For purposes of this section, BCM shall seek approval of a project *before incurring project expenses*, by submitting a description of the proposed project and anticipated cost to the Assistant City Manager, providing such information as he shall deem necessary. The Assistant City Manager is and shall be authorized to approve of any proposed expenditure. Notwithstanding any contrary provision of this Agreement, the potential liability of the City under the terms of this agreement shall not exceed the lesser of: 1) the \$100,000 allocated herein; 2) the amount of revenue available from City of DeKalb TIF 2 which has not been pledged for any other purpose; or, 3) the maximum amount of a proposed project that is eligible for expenditure from the TIF District funding.

BCM hereby certifies it shall comply with all provisions for the public bidding of projects whose cost shall exceed twenty thousand dollars (\$20,000) and shall obtain a minimum of two (2) cost quotes for all projects under that amount, unless specifically permitted otherwise by the City of DeKalb. BCM certifies that all contractors employed to complete the improvements described herein shall pay their employees the appropriate prevailing wage rate then in effect, and shall otherwise comply with City of DeKalb purchasing and bidding policies and requirements.

BCM agrees that it will not allow any mechanics liens, or public fund/bond claims or liens to be recorded against Premises. If, because of any act or omission of BCM, any mechanic's lien or other lien or order for payment of money shall be filed against the Premises, or other improvements there or against City, BCM at BCM's sole expense, shall cause the same to be cancelled and discharged or bonded (to the City's satisfaction) within (60) days after the date of filing thereof. BCM shall indemnify and save harmless City against all costs, expenses, claims, losses, or damages resulting there from.

For any project that is approved by the Assistant City Manager, BCM shall thereafter incur the eligible expenses, and shall process all invoices and documentation relating to the expenses. Such documentation shall be submitted to the City along with a payment request. Once the payment request and documentation is in a form acceptable to the Assistant City Manager, the City shall directly pay the expenditure(s) in question.

3. **SCOPE OF SERVICE:** BCM shall provide for the development and operation of housing for low and moderate income senior citizens as set forth in Exhibit "A" attached hereto and made part hereof by reference.

A. **LOCATION:** BCM shall operate said housing and perform the services provided for in Section 3 at property located at 680 Haish Boulevard, DeKalb, Illinois, unless otherwise agreed by the parties hereto. The City shall retain title and ownership of Premises and BCM shall have no ownership or other interest in said Premises beyond the scope of the terms set forth herein.

B. TENANT RATIO: BCM in providing housing for low and moderate income senior citizens, shall maintain a tenant ratio of at least 51% DeKalb Residents and not more than 49% non-DeKalb residents. For purposes of this provision, "DeKalb residents" shall mean: 1) tenants who were residents within the City of DeKalb immediately prior to becoming tenants of Premises; or, 2) tenants who have an immediate family member who is a resident of DeKalb. "Non-DeKalb residents" shall mean tenants who were not living within the City of DeKalb immediately prior to becoming tenants of Premises and who did not have an immediate family member who is a resident of DeKalb. If a waiting list is established, BCM shall give priority to "DeKalb residents" in filling any vacancies.

C. INSURANCE: City shall acquire and maintain in full force and effect during the term of this Agreement, policies of insurance through private companies or under its self-insurance program covering the structures on the Premises against property damage and fire.

BCM shall acquire and maintain in full force and effect during the term of this Agreement, policies of insurance in connection with providing retirement housing services at Premises including, but not limited to public liability insurance, personal injury insurance, theft, building contents, and worker's compensation insurance. BCM will provide the City of DeKalb with Certificates of Insurance on each such policy and shall be additional insured under each such policy. Each policy must contain the provision that City shall receive written notice (30) days in advance of any action by the insurance company to non-renew or cancel such policy.

4. INTENTIONALLY OMITTED.

5. SUBMISSION OF REQUIRED DOCUMENTATION: BCM shall submit Copies of any board meeting minutes of any meeting where the receipt or use of City funding is discussed or acted upon within thirty (30) days of the approval of such documents. Further, BCM shall submit the following list of information no later than 6/30/12:

- A. A copy of BCM's approved annual budget
- B. A copy of BCM's Auditor's Report
- D. Certificates of Insurance on all insurance policies.

In addition, BCM acknowledges that it shall obtain all licenses, inspections and permits necessary to conduct its operations, including but not limited to licensure as a boarding house within the City of DeKalb, and licensure for food service within the County of DeKalb. The City shall have the right to inspect any and all portions of the BCM premises at 680 Haish at any time, with or without notice.

6. STATUS REPORT. BCM shall make an oral year end status report to the City Council no later than the first City Council meeting in May, 2012 which shall summarize all activities and rehabilitation projects undertaken by the organization during the term of this Agreement. BCM shall also provide such other and additional documentation as may be required by the City from time to time, to evidence the status of its operations, the condition of the premises at 680 Haish, or BCM's compliance with this agreement or any other agreement between BCM and the City.

7. FAILURE TO PERFORM. This Agreement may be declared null and void by either BCM or the City should either party fail to meet any of the terms and conditions noted herein, within thirty (30) days of written notification of same by the other party, and during which time the other party has not complied with this Agreement's provisions and conditions.

8. EQUAL OPPORTUNITY. BCM shall not discriminate in its employment, operations, or business practices on the basis of race, creed, color, sex, military service status, age, national origin, matriculation, sexual orientation or disability.

9. DRUG FREE WORKPLACE. BCM shall operate under the terms and conditions of the City's adopted Drug Free Workplace policy during the term of this Agreement.

10. TERM OF AGREEMENT. This Agreement shall be in effect from July 1, 2012 to June 30, 2013.

11. CONSTRUCTION WITH LEASE AGREEMENT. The Parties acknowledge that they are also parties to a separate lease/operation agreement dated July 1, 1993. To the extent of any conflict between this Agreement and the 1993 agreement, the Parties agree that the conflict shall be resolved by the City's determination of which conflicting provision shall prevail, in the City's sole discretion.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date so shown at the beginning.

CITY OF DEKALB

Barb City Manor, Inc.



Kris Povlsen
Mayor



Name
President



Steven C. Kapitan
City Clerk



Name
Secretary



EXHIBIT "A"

Provisions of Services at Premises:

The needs and interests of all of the citizens of the DeKalb area will be served by the creation of a living environments primarily for Senior Citizens who are able to provide in part for themselves, but are not able to provide total care for themselves, and to that end Barb City Manor, Inc., shall establish an environment for the benefit of said people in the Premises a safe, clean, decent and sanitary dwelling unit without overcrowding. The Premises will also provide the necessary social environment as well as a balanced nutritional diet each day. This service shall be licensed as a boarding house by the City of DeKalb, but will allow assistance through the social and health care services available in the community.