

RESOLUTION 2019-143

PASSED: OCTOBER 14, 2019

AUTHORIZING A TAX INCREMENT FINANCING AGREEMENT WITH BARB CITY MANOR, INC. FOR FACILITY IMPROVEMENTS AT THE PROPERTY LOCATED AT 680 HAISH BOULEVARD IN AN AMOUNT NOT TO EXCEED \$249,039 THROUGH DECEMBER 31, 2019.

WHEREAS, the City of DeKalb ("City"), Illinois is a home-rule municipality with the power and authority granted under the provisions of the Illinois Constitution and the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.; and

WHEREAS, the City of DeKalb is the owner of record for the 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 make various improvements to the property; now

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

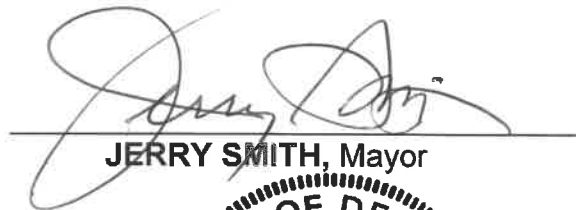
SECTION 1. That the City Manager of the City of DeKalb, Illinois, is authorized and directed to execute an agreement with Barb City Manor, Inc. for facility improvements through December 31, 2019, a copy of which is attached hereto and made a part hereof as Exhibit "A," subject to such changes as shall be acceptable to him.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 14th day of October 2019 and approved by me as Mayor on the same day. Passed by a 6-0-1 roll call vote. Aye: Finucane, Smith, McAdams, Verbic, Faivre, Mayor Smith. Nay: None. Absent: Morris.

ATTEST:



RUTH A. SCOTT, Executive Assistant



JERRY SMITH, Mayor



**BARB CITY MANOR
FY2019 TIF FUNDING AGREEMENT**

AGREEMENT made this 15th day of October, 2019, by and between the City of DeKalb, Illinois, an Illinois Municipal Corporation, (hereinafter referred to as "City") and the Barb City Manor, Inc., an 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 has granted to BCM annual funding in the amount of One Hundred Thousand and No/100 Dollars (\$100,000) to pay for said building improvements; and,

WHEREAS, the City and BCM have agreed that any funds committed through an annual TIF agreement which remain unspent may roll over and be used for qualifying projects in subsequent years through the life of the Plan, and the City and BCM agree that this amount equals Two Hundred Forty-Nine Thousand Thirty-Nine and No/100 Dollars (\$249,039). This amount shall include One Hundred Forty-Seven Thousand Nine Hundred Ten and No/100 Dollars (\$147,910) committed in the FY2018 TIF Funding Agreement for the east wing Fire Escape.

NOW, THEREFORE, the parties agree as follows:

1. **FUNDING:** For Fiscal Year 2019, the City shall grant to BCM an amount not to exceed Two Hundred Forty-Nine Thousand Thirty-Nine and No/100 Dollars (\$249,039).

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 FY2019 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 City Manager (or their designee), providing such information as they shall deem necessary. The City Manager or designee is and shall be authorized to approve of any proposed expenditure within budgeted amounts. 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 \$249,039 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 Tax Increment Finance District funding.

BCM hereby certifies it shall comply with all provisions for the public bidding of projects whose cost shall exceed Ten Thousand Dollars (\$10,000) and shall obtain a minimum of three (3) 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. Further, BCM agrees and acknowledges that: 1) it shall have all contractors and bidders complete and comply with a set of Certifications in the form attached hereto as Exhibit "B"; and, 2) it shall comply with any other requirements imposed by the City Manager or designee, including but not limited to requirements relating to insurance or indemnification.

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 canceled 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 therefrom.

For any project that is approved by the City Manager or designee, 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 City Manager or designee, 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 "B" attached hereto and made part of hereof by reference.

A. **LOCATION:** BCM shall operate said housing and perform the services provided for in Section 3 at the 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 tenants who were residents within the City of DeKalb immediately prior to becoming tenants of Premises and 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. **PAYMENT:** Approved project costs shall be paid by the City on a reimbursable basis back to BCM for costs incurred. All costs incurred during the term of this contract shall be paid by BCM directly to the vendor. BCM shall then submit all required documentation related to the project to the City Manager or designee, who shall be responsible for the timely review and approval of all requests for reimbursement and shall be charged with the oversight provisions contained within this agreement.

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 December 31, 2019:

A. A copy of BCM's approved annual budget

- B. A copy of BCM's Auditor's Report
- C. 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 last City Council meeting on December 2019, 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 January 1, 2019, to December 31, 2019.

11. CONSTRUCTION WITH LEASE AGREEMENT. The Parties acknowledge that they are also parties to a separate lease/operation agreement dated July 1, 2019. To the extent of any conflict between this Agreement and the 2019 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



Bill Nicklas
City Manager



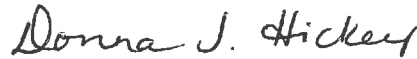
Ruth A. Scott
Executive Assistant

Barb City Manor, Inc.



President

Print Name: TARYN TUDDEN



Secretary

Print Name: Donna J. Hickey

EXHIBIT B
Bidder Certifications

Sexual Harassment: The Bidder certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and programs.

Tax Delinquency: The Bidder certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1 and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

Employment Status: The Bidder certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Bidder certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Bidder is an individual, the Bidder certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Bidder certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Bidder certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

Prevailing Wage: The Bidder certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recently available list of prevailing wages is attached hereto or has been provided to the Bidder. The Bidder is responsible for regularly updating said list as new prevailing wage rates are made available by the City or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated.

Drug-Free Workplace: The Bidder certifies that it is in compliance with the Drug-Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Bidders, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Bidder further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635

Responsible Bidder Requirements: The Bidder certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and

training, if applicable.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Bidder agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Bidder shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by the U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Bidder agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Bidder certifies that neither it nor any substantial owner affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Bidder (and any sub Bidders) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Bidder agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Bidder certifies that he/she/it is a: United States Citizen or Corporation Resident Alien Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to nonresident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Bidder certifies that its Federal Tax Payer Identification Number or Social Security Number is _____ and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

Authorized in Illinois: The Bidder that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Bidder certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, *et. seq.* Where applicable, the Bidder certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willing or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, *et. seq.* The Bidder further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, *et. seq.*

Export Administration, Supplies, Labor: The Bidder certifies that neither it nor any

substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Bidder further certifies that no foreign-made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Bidder certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, *et. seq.*

General Compliance and Certification: The Bidder certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Bidder acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules, and regulations and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.

EXHIBIT "B"

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.

Attachment 1

Barb City Manor TIF Funding 2010-2019

2010

	<u>Credit</u>	<u>Debit</u>	<u>Balance</u>
Approved TIF Grant	\$ 100,000		
Ground Floor Windows		\$ 70,500	
Tuckpointing 08/09		\$ 16,248	
Boiler Pressure Valves		\$ 10,000	
Roof - Architect		\$ 2,177	
	<u>\$ 100,000</u>	<u>\$ 98,925</u>	<u>\$ 1,075</u>

2011

	<u>Credit</u>	<u>Debit</u>	<u>Balance</u>
Approved TIF Grant	\$ 100,000		
Roof 87/88		\$ 101,380	
	<u>\$ 100,000</u>	<u>\$ 100,000</u>	<u>\$ -</u>

**BCM paid \$1,380 balance*

2012

	<u>Credit</u>	<u>Debit</u>	<u>Balance</u>
Approved TIF Grant	\$ 100,000		
Remodel of 218 & 316		\$ 100,000	
	<u>\$ 100,000</u>	<u>\$ 100,000</u>	<u>\$ -</u>

2013

	<u>Credit</u>	<u>Debit</u>	<u>Balance</u>
Approved TIF Grant	\$ 100,000		
Boiler Refractory		\$ 27,960	
Boiler Updates		\$ 12,285	
Elevator Safety Req		\$ 77,132	
	<u>\$ 100,000</u>	<u>\$ 117,377</u>	<u>\$ (17,377)</u>

2014

	<u>Credit</u>	<u>Debit</u>	<u>Balance</u>
Approved TIF Grant	\$ 100,000		
Carry Forward		\$ -	
Chimney Liner		\$ 42,306	
	<u>\$ 100,000</u>	<u>\$ 42,306</u>	<u>\$ 57,694</u>

2015

	<u>Credit</u>	<u>Debit</u>	<u>Balance</u>
Approved TIF Grant	\$ 100,000		
	<u>\$ 100,000</u>	<u>\$ -</u>	<u>\$ 100,000</u>

2016

	<u>Credit</u>	<u>Debit</u>	<u>Balance</u>
Approved TIF Grant	\$ 100,000		

Remodel 310 & 312		\$	54,362	
Roof - E. Wing & Boiler		\$	70,000	
	\$	100,000	\$	124,362
				\$ (24,362)

2016.5

	<u>Credit</u>		<u>Debit</u>		<u>Balance</u>
Approved TIF Grant	\$	50,000			
Roof - E. Wing & Boiler			\$	9,254	
Boiler Combustion Air			\$	45,393	
Architect Fees/Bid Notices			\$	4,905	
	\$	50,000	\$	59,552	\$ (9,552)

2017

	<u>Credit</u>		<u>Debit</u>		<u>Balance</u>
Approved TIF Grant	\$	100,000			
Boiler Combustion Air			\$	6,348	
Heat Exch./Chiller Project			\$	29,634	
Consulting Fees/Bid Notices/E. Wing Masonary			\$	22,457	
	\$	100,000	\$	58,439	\$ 41,561

2018

	<u>Credit</u>		<u>Debit</u>		<u>Balance</u>
Approved TIF Grant	\$	100,000			
Fire Escape - E. Wing			\$	-	
	\$	100,000	\$	-	\$ 100,000

2019

	<u>Credit</u>		<u>Debit</u>		<u>Balance</u>
Approved TIF Grant	\$	-			
Fire Escape - E. Wing			\$	-	
	\$	-	\$	-	\$ -

Total	\$	950,000	\$	700,961	\$ 249,039
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