

RESOLUTION 2021-014

PASSED: FEBRUARY 8, 2021

AUTHORIZING A STRONG COMMUNITIES PROGRAM GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY IN THE AMOUNT OF \$100,000 FOR REIMBURSEMENT OF CITY EXPENDITURES RELATED TO THE DEMOLITION OF THREE CONDEMNED RESIDENTIAL PROPERTIES.

WHEREAS, the City of DeKalb is a home-rule municipality with the power and authority conferred hereupon by virtue of the Illinois Constitution and Illinois Municipal code; and

WHEREAS, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, the City of DeKalb has been awarded a grant from the Illinois Housing Development Authority ("Authority") program administrator of the Strong Communities, as that Program is authorized by Article 30, Section 5 of Public Act 101-0638 (the "Act") and governed by the Program guidelines described in the term sheet, as may be amended from time to time, and has received conditional approval thereof:

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1: That City Council hereby approves of the City's participation in the Grant program, and of compliance with all applicable to the Authority requirements and that the Recipient shall enter into the Funding Agreement (the "Agreement") with the Authority wherein the Authority agrees to make the Grant to the Recipient in an amount not to exceed One-Hundred Thousand Dollars (\$100,000.00) of grant funding, which shall be used by the Recipient to preserve affordable housing efforts by assisting with the rehabilitation and/or demolition of abandoned properties within the Recipient's area, all in accordance with the terms and conditions set forth in the Agreement. The City agrees that it shall comply with the requirements included in the Conditional Commitment Letter attached hereto as Exhibit A.

Section 2: That the Mayor is hereby authorized and empowered to execute and deliver in the name of or on behalf of the City the Agreement and any and all amendments, modifications, and supplements thereto, and to execute and deliver such additional documents, instruments, and certificates, as may be necessary or desirable for the Recipient to perform its obligations under the Agreement. The Mayor is hereby authorized and directed to take such additional actions, to make further determinations, to pay such costs, and to execute and deliver such additional instruments (including any amendments, Agreements, or supplements) as he deems necessary or appropriate to carry into effect the foregoing resolution.

Section 3: That the City Clerk or Executive Assistant of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 8th day of February 2021 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane (Remote), Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

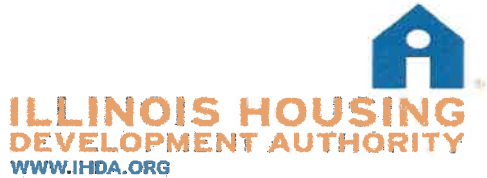
ATTEST:


RUTH A. SCOTT, Executive Assistant


JERRY SMITH, Mayor



EXHIBIT A
(IDHA Strong Communities Program Letter dated January 19, 2021)



111 E. Wacker Drive
Suite 1000
Chicago IL, 60601
312.636.5200

January 19, 2021

City of DeKalb
164 East Lincoln Highway
DeKalb, Illinois 60115
Attention: The Honorable Jerry Smith

Re: Conditional Commitment Letter (this "Letter")
Strong Community Program ("SCP") – Round 1

SCP - 51821

Dear Mayor Smith:

The Illinois Housing Development Authority (the "Authority") is the program administrator of the Strong Communities Program (the "Program"), as that Program is authorized by Article 30, Section 5 of Public Act 101-0638 (the "Act"), and governed by the Program guidelines described in the term sheet, as may be amended from time to time (the "Rules"), a copy of such Rules is attached to this Letter as **Exhibit A** and made a part hereof. All capitalized terms used in this Letter and not otherwise defined shall have the meanings established in the Act or the Rules.

City of DeKalb, an Illinois unit of local government ("Recipient"), has applied to the Authority for, and the Authority agrees to make funds available in the maximum amount of **One Hundred Thousand and No/100 Dollars (\$100,000.00)** (the "Funds"), to assist with the rehabilitation and demolition of Abandoned Residential Property (as defined in the Program Manual) (the "Project") within the Recipient's area under the Program from funds appropriated under Section 5 of the Act. The Funds shall be subject to the contingencies, terms and conditions set forth in this Letter. The Recipient shall review and become familiar with the program requirements as set forth in that certain Strong Communities Program Manual (the "Program Manual"). The Program Manual shall be incorporated into this Letter by this reference and is available electronically upon request.

A. CONTINGENCIES: The Authority's performance of its obligations under this Letter, dated as of the date set forth above, is contingent upon the following:

1. The Authority's obligations hereunder shall cease immediately, without penalty, if: (a) the Illinois General Assembly fails to make an appropriation sufficient to pay such obligations; (b) adequate funds are not appropriated or funded to the Authority by the Illinois General Assembly to allow the Authority to fulfill its obligations under this Letter; or (c) funds appropriated are de-appropriated or not allocated, or if funds needed by the Authority, at the Authority's sole discretion,

are insufficient. The Authority shall give the Recipient notice of insufficient funding as soon as practicable. The Recipient's obligation to perform shall cease upon receipt of the notice.

2. The Authority's performance of its obligations under this Letter, dated as of the date set forth above, is also contingent upon:
 - a. Evidence satisfactory to the Authority that Recipient is able to comply with its duties under the Act; and
 - b. Recipient's delivery, subject to the Authority's review and approval in its sole and absolute discretion, of all required due diligence and documentation; and
 - c. Recipient's completion or satisfaction of each and all of the terms and conditions listed in this Letter and any other terms and conditions imposed by the Authority.
3. The Authority's performance under this Letter is also contingent upon (i) its determination, in its sole discretion, on the Closing Date, as defined in Paragraph C.2 hereof that the Recipient, its constituent or related entities, or other related individuals, is not in default under the terms of any other loan or grant made by the Authority under any Authority program, or has not been in default under the terms of any other loan or grant made by the Authority under any Authority program and failed to cure that default.

B. GENERAL CONDITIONS: This Letter and the Funds shall be subject to the terms and conditions of the Act, the Rules, and the policies and procedures now or hereafter adopted by the Authority pursuant to the Act, all as amended from time to time.

C. TERMS AND CONDITIONS OF THE FUNDS: The Funds shall be subject to the following terms and conditions:

1. Funds Amount. The Funds shall be in an amount not to exceed **One Hundred Thousand and No/100 Dollars (\$100,000.00)**.
2. Closing Date. The closing shall occur at such time as (i) the Authority has received, reviewed and approved, as to both form and substance, all due diligence and documentation; and (ii) Recipient has satisfied all of the requirements set forth in this Letter, as determined in the Authority's sole discretion (the "Closing Date"). Unless otherwise agreed in writing by the parties, the Closing Date shall be no later than June 30, 2021 (the "Outside Closing Date"). If the closing of the Funds does not occur on or before the Outside Closing Date, at the Authority's election, this Letter shall terminate and shall not be extended. No undisbursed Funds shall be available after the earlier of (i) two (2) years after the Closing Date and (ii) such other date as the Authority may determine.

3. Purpose of Funds. Recipient shall enter into a Funding Agreement (the “Funding Agreement”) with the Authority setting forth the terms and conditions governing the disbursement and use of the Funds. The Funding Agreement shall contain provisions including, but not limited to: (a) that the Recipient shall use the proceeds of the Funds for Eligible Uses (as defined in the Rules); and (b) recapture of the proceeds of the Funds in the event that the Recipient has not performed its obligations under the Act and the Rules or if there exists a default under the Funding Agreement.
4. First Disbursement Date. The first disbursement of Funds is expected to be approximately three (3) months after the Closing Date. The expected project completion date is approximately two (2) years from the Closing Date.
5. Fund Documents. Prior to the Closing Date, Recipient shall deliver to the Authority two (2) original copies of the Funding Agreement, executed in the manner indicated therein, and such other documents as the Authority may reasonably require, in its sole discretion (this Letter, the Funding Agreement, and such other documents are collectively referred to in this Letter as the “Fund Documents”).
6. Other Showings. **On or before June 18, 2021, Recipient shall, at its sole cost and expense, deliver to the Authority the following documents, in form and substance satisfactory to the Authority:**
 - a. Resolution or ordinance of the Recipient, certified by the clerk or other authorized municipal official acceptable to the Authority, within thirty (30) days of the Closing Date, authorizing the Project and the execution of the Funding Agreement and any other documents in connection with the Project;
 - b. Certificate of Incumbency of the Recipient indicating those officers and/or officials who are authorized to execute and deliver the Funding Agreement and any other documents in connection with the Project, with specimen signatures of those officers and/or officials, certified by an authorized officer or official of the Recipient, as of a date within thirty (30) days prior to the Closing Date;
 - c. A Taxpayer Identification Number Certification in the form attached hereto as **Exhibit B**;
 - d. Drug-Free Workplace Certificate in form attached to this Letter as **Exhibit C**; and
 - e. Any and all other documents and showings requested by the Authority or its counsel, in their sole discretion.

7. Assignment. This Letter is not assignable by Recipient, in whole or in part, without the prior written approval of the Authority, which may be withheld or conditioned in the Authority's sole discretion.
8. Termination. If the closing of the Funds does not take place on or before the Outside Closing Date, this Letter shall, at the Authority's election, immediately terminate and be of no further force and effect.
9. No Personal Liability. No member, officer, agent or employee of the Authority or their successors and assigns, shall be liable personally concerning any matters arising out of or in relation to the undertakings or obligations set forth in this Letter.
10. Indemnification of the Authority. Recipient agrees to defend and indemnify and hold harmless the Authority from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that the Authority may incur or suffer by reason of or in connection with the Project, including without limitation the execution of the Fund Documents and the provision of the Funds. Recipient further agrees that the Authority, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of Recipient under this Paragraph 10 shall survive the provision of the Funds.
11. Time for Acceptance. The terms and conditions of this Letter shall not become effective unless Recipient accepts by electronically signing this letter and returning the executed pdf copy to Bridget Wansley at bwansley@ihda.org via DocuSign. **If not received within fourteen (14) days, this Letter shall be void and the Recipient, at the Authority's discretion, may be ineligible to receive the Funds.**
12. Publicity. The Authority reserves the right to publicize the issuance of this Letter and the provision of the Funds. Recipient shall notify the Authority immediately of any proposed formal publicity in connection with the Program that is arranged or promoted by Recipient or any other party participating in the Program. Formal publicity includes, but is not limited to, participation in news conferences and media events. The Authority shall have the right to approve the dates of any formal publicity events and the content of any media releases for such events. Recipient shall prominently display the Authority's name and logo and a statement that financing for the Program has been provided by the Authority on a sign or other form of announcement. The use of the Authority's name in any other signage, advertising or in any other manner is subject to the Authority's prior written consent.

13. Survival of Obligations. Recipient's obligations as set forth in this Letter shall survive the Closing Date and Recipient shall continue to cooperate with the Authority and furnish any documents, exhibits or showings required. In the event of a conflict between this Letter and the Funding Agreement, the Authority shall determine which document shall control.
14. Notices. Any notice, demand, request or other communication which any party may desire or may be required to give to any other party under this Letter shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to Recipient:

City of DeKalb
164 East Lincoln Highway
DeKalb, Illinois 60115
Attention: The Honorable Jerry Smith

If to Authority:


Illinois Housing Development Authority
111 East Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attention: Legal Department

Such addresses may be changed by notice to the other party given in the same manner as provided in this Letter. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

15. Counterparts and Electronic Transmission. This Letter may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Letter must be produced or exhibited, be the Letter, but all such counterparts shall constitute one and the same instrument. A signed copy of this Letter transmitted by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Letter.

Very truly yours,

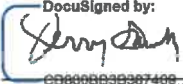
ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: 
Name: Maureen Ohle
Its: General Counsel

Accepted by Recipient on

Date: 1/25/2021

CITY OF DEKALB,
an Illinois unit of local government

By: 
Name: Jerry Smith
Its: Mayor

EXHIBITS

EXHIBIT A: PROGRAM RULES

EXHIBIT B: TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

EXHIBIT C: DRUG FREE WORKPLACE CERTIFICATE



111 E. Wacker Drive
Suite 1000
Chicago IL, 60601
312.636.5200

EXHIBIT A
PROGRAM RULES

(attached)

EXHIBIT B

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Name (Printed): CITY OF DEKALB

Taxpayer Identification Number:

Social Security Number _____
 or
 Employer Identification Number 36-600584

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (non-corporate) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation <i>NOT</i> providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |
| <input type="checkbox"/> Other: <u>N/A</u> | |

DocuSigned by:

 CB8008838387400
 Recipient Signature

1/25/2021
 Date

EXHIBIT C

DRUG FREE WORKPLACE CERTIFICATE

STATE OF ILLINOIS

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment from contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace;

(2) Specifying the actions that will be taken against employees for violations of such prohibition; and

(3) Notifying the employees that, as a condition of employment on such contract or grant, the employee will:

A. abide by the terms of the statement; and

B. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

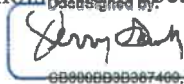
(2) the grantee's or contractor's policy of maintaining a drug free workplace;

- (3) any available drug counseling, rehabilitation, and employee assistance programs;
and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

CITY OF DEKALB,
an Illinois unit of local government

By:



Name: Jerry Smith


Its: Mayor

**OFFICER'S CERTIFICATE AND
CERTIFICATE OF INCUMBENCY**

This Officer's Certificate and Certificate of Incumbency (this "Certificate") is being furnished to the Illinois Housing Development Authority (the "Authority") in connection with the grant being made by the Authority to the City of DeKalb, an Illinois unit of local government, and in connection with the Strong Communities Program.

The undersigned hereby certifies that:


- (a) The undersigned has full power and authority to execute and deliver this Certificate on behalf of the City of DeKalb.
- (a) Attached hereto as **Exhibit A** is a true, correct and complete copy of the Resolutions duly adopted by the City of DeKalb on February 8, 2021 and such Resolutions have not been amended, rescinded or revoked and remain in full force and effect on the date hereof; and
- (b) The following persons have been duly elected to the positions in the City set opposite their respective names and continue to serve in such positions on the date hereof, and that the signatures opposite their respective names are their genuine signatures:

<u>Name</u>	<u>Position</u>	<u>Signature</u>
Jerry Smith	Mayor	

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 18th day of February, 2021.



City of DeKalb,
an Illinois unit of local government

By: 
Name: Ruth Scott
Its: Executive Assistant