

AMENDING RESOLUTION 2023-067 TO EXTEND THE DEADLINES FOR NORTHERN ILLINOIS UNIVERSITY FOUNDATION'S OPTION TO ENTER INTO A REDEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF THE NIU CENTER FOR GREEK LIFE AT W. HILLCREST DRIVE AND BLACKHAWK ROAD, DEKALB, ILLINOIS.

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 Northern Illinois University Foundation (the "NIU Foundation") is an Illinois not-for-profit corporation with the purpose and mission to promote the interests of Northern Illinois University (the "University"); and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize the City to contract with corporations in any manner not prohibited by law or ordinance; and

WHEREAS, on July 10, 2023, the City's corporate authorities duly adopted Resolution 2023-067 (the "Resolution"), which gave the University an exclusive, non-assignable, and non-transferrable option to enter into a Redevelopment Agreement to acquire and redevelop a portion of the City's vacant and surplus real estate in the area generally located at the intersection of West Hillcrest Drive and Blackhawk Road (the "Subject Property") for the development of the NIU Center for Greek Life (the "Option"); and

WHEREAS, because the NIU Foundation would be the prospective purchaser of the Subject Property, the City intended to grant the Option to the NIU Foundation pursuant to the Resolution; and both the City and the NIU Foundation (i) interpreted the Resolution as a grant of the Option to the NIU Foundation and (ii) acted in accordance with such interpretation; and

WHEREAS, Section 2(a) of the Resolution provided that the NIU Foundation shall exercise the Option by giving written notice to the City Manager by September 29, 2023, or such time as may otherwise be mutually agreed in writing by the Parties; and

WHEREAS, on September 15, 2023, the NIU Foundation gave written notice to the City Manager of its desire to extend the time to exercise the Option to March 31, 2024, or such time as may otherwise be mutually agreed in writing by the NIU Foundation and the City; and

WHEREAS, on September 25, 2023, the City's corporate authorities considered the NIU Foundation's desire to extend the time to exercise the Option and directed the City Manager to mutually agree in writing to extend the time to exercise the Option to March 31, 2024; and

WHEREAS, the City's corporate authorities find that it is in the City's best interests to amend the Resolution for the protection of the public health, morals and welfare; and

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

SECTION 1: The recitals to this Resolution are true, correct, material, adopted, and incorporated as Section 1 to this Resolution.

SECTION 2: Any and all references to "NIU" in Resolution 2023-067 shall instead be deemed to be a reference to the "NIU Foundation" for all purposes thereof.

SECTION 2: The City's corporate authorities, by a vote of three-fourths (3/4) of those then holding office, adopt an amendment to Sections 2(a)-(h) of Resolution 2023-067 to state as follows:

- a. NIU Foundation shall exercise the Option by giving written notice to the City Manager by March 31, 2024, or such time as may otherwise be mutually agreed in writing by the Parties (the "Notice");
- b. The City and the NIU Foundation shall enter into a redevelopment agreement, which may also be referred to as a purchase and sale agreement, for the Redevelopment Project within ninety (90) days of the City's receipt of the Notice, subject to the final approval of the City's corporate authorities in the manner provided by law and the City's Municipal Code (the "Redevelopment Agreement");
- c. The Redevelopment Agreement shall be a necessary condition precedent to effecting the Redevelopment Project and any duties, entitlements, or obligations which may result from the Option;
- d. The City and the NIU Foundation shall cooperate in the preparation of a proposed plat of subdivision (the "Plat") that: (1) describes the real property to be conveyed by the City to the NIU Foundation for the Redevelopment Project; (2) shall be attached and incorporated as an exhibit to the Redevelopment Agreement; and (3) shall be subject to the final approval of the City's corporate authorities in the manner provided by law and the City's Municipal Code;
- e. The City and the NIU Foundation shall cooperate in the preparation of a proposed conceptual building and site plan for the Redevelopment Project that shall be: (1) attached and incorporated as an exhibit to the Redevelopment Agreement; and (2) subject to the final approval of the City's corporate authorities in the manner provided by law and the City's Municipal Code;
- f. The City shall sell the property described in the Plat to the NIU Foundation (or an entity directly or indirectly owned by NIU Foundation, formed for the purposes of holding title to the property) for a purchase price in an amount that is not less than Two Hundred Thousand Dollars (\$200,000) plus all closing costs (excluding the City's attorney's fees) within ninety (90) days of the effective date of the Redevelopment Agreement, or such time as may otherwise be mutually agreed in writing by the Parties;
- g. The NIU Foundation shall obtain all required building permits and zoning/subdivision approvals for the Redevelopment Project, which shall not be unreasonably withheld by the City, within ninety (90) days of the effective date of the Redevelopment Agreement, or such time as may otherwise be agreed in writing by the City Manager; and
- h. The NIU Foundation shall obtain final occupancy permits for the Redevelopment Project in compliance with applicable laws, regulations, ordinances, and resolutions by December 31, 2025, or such time as may otherwise be mutually agreed in writing by the Parties, and subject to extension for force majeure.

SECTION 3: Except as otherwise amended by this Resolution, Resolution 2023-067 shall remain in full force and effect. To the extent that there is a conflict between the provisions of this Resolution and Resolution 2023-067, the terms and provisions of this Resolution shall prevail.

SECTION 4: 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 provisions 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 5: 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 23rd day of October 2023 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Zasada, Larson, Smith, Perkins, McAdams, Verbic, Walker. Barnes. Nay: None.




COHEN BARNES, Mayor

ATTEST:

Ruth A. Scott, Executive Assistant

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RESOLUTION 2023-067

PASSED: JULY 10, 2023

AUTHORIZING AN OPTION TO ENTER INTO A REDEVELOPMENT AGREEMENT WITH NORTHERN ILLINOIS UNIVERSITY FOUNDATION FOR THE DEVELOPMENT OF THE NIU CENTER FOR GREEK LIFE AT W. HILLCREST DRIVE AND BLACKHAWK ROAD, DEKALB, ILLINOIS.

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 Northern Illinois University Foundation (the "NIU Foundation") is an Illinois not-for-profit corporation with the purpose and mission to promote the interests of Northern Illinois University; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize the City to contract with corporations in any manner not prohibited by law or ordinance; and

WHEREAS, NIU desires to acquire a portion of the City's vacant and surplus real estate in the area generally located at the intersection of West Hillcrest Drive and Blackhawk Road of the former Campus Cinema lot for the development of the NIU Center for Greek Life (the "Redevelopment Project"); and

WHEREAS, the City desires to give NIU an exclusive, non-assignable, and non-transferrable option to enter into a Redevelopment Agreement for the Redevelopment Project, subject to the provisions of this Resolution (the "Option"); and

WHEREAS, the City and NIU desire to mutually cooperate and reasonably assist each other to effect the Redevelopment Project; and

WHEREAS, the City is not prohibited by law or ordinance from entering into the Option; and

WHEREAS, the City's corporate authorities find that it is in the City's best interests to approve the Option pursuant to the provisions of this Resolution for the protection of the public health, morals and welfare; and

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

SECTION 1: The recitals to this Resolution are true, correct, material, adopted and incorporated as Section 1 to this Resolution.

SECTION 2: The City's corporate authorities, by a vote of three-fourths of those then holding office, approve and authorize the Option, subject to the following conditions:

- a. NIU shall exercise the Option by giving written notice to the City Manager by September 29, 2023, or such time as may otherwise be mutually agreed in writing by the Parties (the "Notice");
- b. The City and NIU shall enter into a redevelopment agreement for the Redevelopment Project within 90 days of the City's receipt of the Notice, subject to the final approval of the City's corporate authorities in the manner provided by law and the City's Municipal Code (the "Redevelopment Agreement");
- c. The Redevelopment Agreement shall be a necessary condition precedent to effecting the Redevelopment Project and any duties, entitlements, or obligations which may result from the Option;
- d. The City and NIU shall cooperate in the preparation of a proposed plat of subdivision that describes the real property to be conveyed by the City to NIU for the Redevelopment Project and which shall be attached and incorporated as an exhibit to the Redevelopment Agreement, subject to the final

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approval of the City's corporate authorities in the manner provided by law and the City's Municipal Code (the "Plat");

- e. The City and NIU shall cooperate in the preparation of a proposed conceptual building and site plan for the Redevelopment Project that shall be attached and incorporated as an exhibit to the Redevelopment Agreement, subject to the final approval of the City's corporate authorities in the manner provided by law and the City's Municipal Code (the "Plans");
- f. The City shall sell the property described in the Plat to NIU for a purchase price in an amount that is not less than \$200,000.00 plus all closing costs (excluding the City's attorney's fees) within 90 days of the effective date of the Redevelopment Agreement or such time as may otherwise be mutually agreed in writing by the Parties;
- g. NIU shall obtain all required building permits and zoning/subdivision approvals for the Redevelopment Project, which shall not be unreasonably withheld by the City, within 90 days of the effective date of the Redevelopment Agreement or such time as may otherwise be agreed in writing by the City Manager; and
- h. NIU shall construct, develop, maintain and obtain final occupancy permits for the Redevelopment Project in compliance with applicable laws, regulations, ordinances and resolutions by December 31, 2024, or such time as may otherwise be mutually agreed in writing by the Parties.

SECTION 3: The City's corporate authorities further authorize, approve and direct the City Manager and City Attorney to take such actions and execute such documents as may be necessary to effect the Option.

SECTION 4: 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 provisions 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 5: 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 10th day of July 2023 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Zasada, Larson, Perkins, McAdams, Verbic, Walker, Barnes. Nay: None. Absent: Smith.




COHEN BARNES, Mayor

ATTEST:

Ruth A. Scott, Executive Assistant