

AUTHORIZING A STRONG COMMUNITIES PROGRAM GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY IN THE AMOUNT OF \$109,000.

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 Illinois Housing Development Authority (the "IHDA") awarded the City a Strong Communities Program grant funding in an amount up to \$109,000.00 for reimbursement of City expenditures related to the demolition and rehabilitation of eligible properties (the "Grant"); and

WHEREAS, the IHDA requires the City to approve and execute the Conditional Commitment Letter in the form attached and incorporated as Exhibit A (the "Agreement") as a condition for receiving the Grant; and

WHEREAS, the City's corporate authorities find that approving the Agreement is in the City's best interests for the protection of the public health, safety, 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, material, adopted, and incorporated herein as Section 1 to this Resolution.

SECTION 2: The City's corporate authorities approve, authorize, and ratify the Agreement. The City's corporate authorities further authorize and direct the Mayor and the City Manager to take all actions which may be necessary to effectuate and comply with the Agreement and the Grant including, but not limited to, the expenditure of City funds eligible for reimbursement under the Grant in an amount up to \$109,000.00.

SECTION 3: 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 provision 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, this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 4: 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

PROGRAM FUNDING AGREEMENT

This **PROGRAM FUNDING AGREEMENT** (this “Agreement”), made and entered into as of the 30th day of November, 2023, by and between **City of Dekalb**, an Illinois unit of local government (“Recipient”) and the Illinois Housing Development Authority (the “Authority”) a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time (the “IHDA Act”).

WITNESSETH:

WHEREAS, pursuant to the authority under Article 30, Section 5 of Public Act 101-0638 and governed by the requirements stated in the term sheet (the “Rules”) attached as Exhibit B and incorporated herein, the Authority may provide Funds to municipalities and counties in Illinois for the rehabilitation and demolition of Abandoned Residential Properties (as defined herein) as part of the Strong Communities Program; and

WHEREAS, the Authority has issued, and the Recipient has accepted, that certain Conditional Commitment Letter (together with any amendments thereto, the “Commitment”), pursuant to which the Authority has agreed to provide funds to the Recipient in an amount not to exceed One Hundred Nine Thousand and 00/100 Dollars (\$109,000.00) (the “Funds”) and Recipient will use the Funds for Eligible Uses in connection with rehabilitation and demolition of Abandoned Residential Property within the Recipient’s jurisdiction (the “Project”) and for no other purpose; and

WHEREAS, as an inducement to the Authority to provide the Funds, the Recipient agrees to enter into this Agreement and consents to be regulated and restricted by the Authority as provided in this Agreement, the IHDA Act, the Program Manual and the Rules.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Incorporation.** The foregoing recitals are made a part of this Agreement.
2. **Act and Regulations.** The Recipient agrees that at all times its acts regarding the Project shall comply with the applicable provisions of the IHDA Act, the Program Manual and the Rules.
3. **Definitions:**
 - “Abandoned Residential Property” shall mean residential real estate that:
 - A. Either:
 - 1) Is not occupied by any mortgagor or lawful occupant as a principal residence; or
 - 2) Contains an incomplete structure if the real estate is zoned for residential development, when the structure is empty or otherwise uninhabited and is in need of maintenance, repair or securing; and

B. Either:

- 1) The real estate is zoned for residential development and is a vacant lot that is in need of maintenance, repair, and securing;
or
- 2) The real estate meets at least two (2) of the following:
 - a) Construction was initiated on the property and was discontinued prior to completion, leaving a building unsuitable for occupancy, and no construction has taken place in the past six (6) months; or
 - b) Multiple windows on the property are boarded up, closed off or smashed through, broken off or unhinged, or multiple windowpanes are broken and unrepaired; or
 - c) Doors on the property are smashed through, broken off, unhinged, or continuously, unlocked; or
 - d) The property has been stripped of copper or other materials, or interior fixtures to the property have been removed; or
 - e) Gas, electrical or water services to the entire property have been terminated; or
 - f) One or more written statements (including documents of conveyance) of the mortgagor or the mortgagor's personal representative or assigns indicate a clear intent to abandon the property; or
 - g) Law enforcement officials have received at least one report of trespassing or vandalism, or other illegal acts being committed at the property in the last six (6) months; or
 - h) The property has been declared unfit for occupancy and ordered to remain vacant and unoccupied under an order issued by a municipal or county authority or a court of competent jurisdiction; or
 - i) The local police, fire or code enforcement authority has requested the owner or other interested or authorized party to secure or winterize the property due to the local authority declaring the property to be an imminent danger to the health, safety, and welfare of the public; or
 - j) The property is open and unprotected and in reasonable danger of significant damage due to exposure to the elements, vandalism or freezing; or

Other evidence indicates a clear intent to abandon the property.

"Application" shall mean the application for the Funds completed by the Recipient.

"Bank" shall mean a bank or other financial institution selected by the Recipient and acceptable to the Authority.

“Bank Account” shall mean a bank account established by the Recipient at the Bank.

“Business Day” shall mean any day other than (i) a Saturday or Sunday, or (ii) a day on which the Authority is authorized or obligated by law to be closed.

“Closing Date” shall mean the date upon which all requirements set forth in the Commitment have been satisfied. This Agreement shall be dated as of the Closing Date and shall become effective as of the Effective Date.

“Commitment” shall mean that certain Conditional Commitment Letter by the Authority and accepted by the Recipient dated as of September 22, 2023.

“Disbursements” shall mean the Funds that may be disbursed to the Recipient after the Closing Date.

“Effective Date” shall mean November 15, 2023.

“Eligible Uses” shall have the meaning ascribed to it in the Rules.

“Fund Documents” shall mean the Application, this Agreement, the Commitment and any and all other documents evidencing or governing the Funds.

“Program Manual” shall mean that certain Strong Communities Program Manual, as made available on the Authority’s website and as may be updated from time to time.

“Quarterly Disbursements” shall mean that portion of the Funds that may be disbursed to the Recipient after the Closing Date for reimbursement in connection with expenses for Eligible Uses incurred by the Recipient as detailed on the Recipient’s Quarterly Disbursement Statements.

“Strong Communities Program” shall mean the Strong Communities Program authorized by Article 30, Section 5 of Public Act 101-0638 and the Rules.

“Termination Date” shall mean the date which is two (2) years after the Effective Date which date is estimated to be November 15, 2025.

4. Commencement. The term of this Agreement shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions herein, shall terminate on the Termination Date. No Eligible Uses may occur after the Termination Date. Any expenses incurred after the Termination Date will not be reimbursed.

5. Recipient Covenants. In connection with the Project, the Recipient shall perform

functions that include, but may not be limited to, the following:

- a. Report data-points and financials to Authority, as set forth herein.
- b. Use funds for Eligible Uses as ascribed in Rules.
- c. Recipient is not barred from receiving funds under any federal program or any program of the state. In addition, Recipient is not delinquent in the payment of any debt to the State of Illinois (or if delinquent has entered into a deferred payment plan to pay the debt), and Recipient and its affiliates acknowledge the Authority may declare this Agreement void if this certification is false or if Recipient or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.
- d. Recipient has satisfied and will continue to satisfy all terms, conditions, and covenants of and has not suffered or will suffer any event of default of any agreement, contract or requirement of the Authority, HUD, the State, or any political subdivision thereof.
- e. Recipient has not been convicted of bribery or attempting to bribe an officer or employee of the State in that officer's or employee's official capacity; nor has it made an admission of guilt of such conduct which is a matter of record but has not been prosecuted for such conduct. In addition, if Recipient has been convicted of a felony, as least five (5) years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business.
- f. Recipient will at all times, in the performance of this Agreement, comply with all applicable federal, state, and local laws and regulations.
- g. Recipient shall obtain fidelity bond coverage or honesty insurance in an amount that is at least equal to the lesser of (a) the Funds awarded, or (b) \$100,000.00 with the Authority named as an additional insured. The Recipient shall maintain such fidelity bond or insurance coverage throughout the Termination Date. Failure to maintain such fidelity bond or insurance coverage shall be considered a default under this Agreement, and the authority shall have the remedies available to it as set forth in **Paragraph 10** hereof.
- h. Recipient shall provide wire instructions or ACH deposit instructions for the Bank Account (as defined in **Paragraph 7.f** hereof).
- i. Recipient shall perform any other functions that the Authority may reasonably require.

The Authority reserves the right to assess the Recipient's performance of the Project at all times throughout the term of this Agreement. If the Authority determines, in its sole discretion, that the Recipient's performance of the Project is not satisfactory or that the Project is not yielding satisfactory results for the operation of the Strong Communities Program, the Authority shall have the right to terminate this Agreement pursuant to **Paragraph 10** hereof.

6. **Additional Covenants.** The Recipient further certifies, covenants, and agrees that, to the best of Recipient's knowledge, information and belief, (i) all representations and warranties of the Recipient contained in this Agreement and the other Fund Documents are true, accurate and complete as of the date hereof and shall be true, accurate and complete at the time of the Disbursement; (ii) that the Funds shall be used only for the purposes described in this Agreement; and (iii) that the award of Funds is conditioned upon the certification as set forth in this **Paragraph 6**.

7. **Disbursement of Funds.** Provided that adequate funds have been appropriated or directed to the Authority to fulfill its obligations under this Agreement, the Authority will authorize the Disbursements as follows:

a. **Quarterly Disbursements.** Within fifteen (15) calendar days of the end of each quarter, commencing with the first full quarter ending after the Effective Date, the Recipient shall provide the Authority with a detailed accounting of all expenses incurred by the Recipient as of January 1, 2022 for Eligible Uses, as further detailed in the Program Manual (the "Quarterly Disbursement Statement"), as set forth in **Paragraph 7.d** hereof, on a form supplied by the Authority which must be satisfactory to the Authority in its sole and absolute discretion. Provided that the Authority approves of the Quarterly Disbursement Statement, the Quarterly Disbursement will be disbursed within forty-five (45) calendar days of the Authority's receipt of the Quarterly Disbursement Statement. Notwithstanding anything to the contrary contained herein, each Quarterly Disbursement shall also be based on the Recipient's performance under the Strong Communities Program to date and the Recipient's continued willingness to perform. Notwithstanding anything to the contrary contained herein, the Authority reserves the right, in its sole and absolute discretion, to increase, decrease or eliminate the Funds to the Recipient and the Authority has the right to modify the expenditure timeline as set forth herein.

b. **Final Disbursement.** Within forty-five (45) days of the Termination Date, as defined above, provided that the Authority approves Recipient's accounting of all expenses incurred by the Recipient for Eligible Uses occurring before the Termination Date, the Authority will make a Final Disbursement. No disbursement shall be made under this Agreement after the Termination Date, except as provided in this **Paragraph 7b** hereof. Any Funds disbursed to the Recipient but not expended by the Recipient as of the Termination Date shall be returned to the Authority within five (5) Business Days after the Termination Date.

c. **Rejection of Disbursement Statement.** If the Authority rejects the Recipient's Initial Disbursement Statement or a Quarterly Disbursement Statement, the Authority shall give its reasons for such rejection in a written notice to Recipient as provided in **Paragraph 19** hereof and the Recipient shall have five (5) Business Days from the date of receipt of the rejection notice, or within such further time as the Authority in its sole discretion permits, to cure any defects in the documents submitted and, provided the cure is accepted by the Authority, additional Disbursements may be made to the Recipient. If the Recipient fails to cure any defects to the Authority's satisfaction, the Authority may declare a default under this Agreement, effective upon notice to the Recipient, and shall

have the remedies available to it as set forth in **Paragraph 10** hereof.

d. Disbursement Statements. The Initial Disbursement Statement and each Quarterly Disbursement Statement shall include:

(i) A complete and accurate Strong Communities Program-Cumulative Accounting of the expenses for Eligible Uses incurred by the Recipient on a form supplied by the Authority.

(ii) Evidence and back-up documentation of expenses for Eligible Uses, including, but not limited to, receipts, ledgers, invoices, before and after pictures, addresses or geographic coordinates, and number of abandoned residential properties served.

(iii) Any and all other documents and showings reasonably requested by the Authority or its counsel.

e. Documentation Retention. As set forth in **Paragraph 11** hereof, Recipient shall maintain copies of all documents substantiating expenditures made by Recipient in connection with the Strong Communities Program for a period of five (5) years after the Termination Date. Recipient shall ensure that all books, records, and supporting documents in relation to all expenses in connection with the Strong Communities Program are maintained at the address listed for the Recipient in **Paragraph 19** hereof and are available for inspection by the Authority upon the Authority's request.

f. Bank Account for Disbursements. The Authority shall effectuate Disbursements by transferring the Funds directly to a Bank Account. Recipient shall provide evidence of the Bank Account to the Authority on a form acceptable to the Authority and shall include ACH instructions on a form acceptable to the Authority. Recipient shall be responsible for the management of the Bank Account and shall cause the Bank to provide the Authority with copies of statements upon the Authority's request. Recipient is required to maintain the Bank Account as a separate account, or a separate sub-account designated solely for the Strong Communities Program. Any fees and costs charged or incurred by the Bank in connection with the Bank Account shall be paid by the Recipient.

8. Reporting Requirements. The Recipient shall provide quarterly reports to the Authority within fifteen (15) calendar days of the end of each quarter, commencing with the first full quarter ending after the Effective Date. The Recipient's submission of the Quarterly Disbursement Statements as set forth in **Paragraph 7** hereof will be sufficient to meet the reporting requirements under this **Paragraph 8**.

9. Non-Discrimination.

a. The Recipient shall not, in the provision of services in connection with the Project, or in any other manner, discriminate against any person on the grounds of race,

color, creed, religion, sex, age, disability, national origin, familial or marital status, unfavorable military discharge or because the person is receiving governmental rental assistance.

b. The Recipient shall comply with all of the provisions of Paragraph 13 of the IHDA Act, and all other provisions of federal, State and local law relative to non-discrimination.

c. The Recipient agrees not to commit unlawful discrimination in employment in Illinois as that term is used in the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and rules applicable to public contracts, including equal employment opportunity, and refraining from unlawful discrimination. The Recipient agrees to comply with the applicable provisions of the Fair Housing Act (42 USC 3601 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Illinois Environmental Barriers Act (410 ILCS 25), the Illinois Accessibility Code (71 Ill. Adm. Code 400), and all other applicable State and federal laws concerning discrimination and fair housing. The Recipient further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

d. The Recipient agrees and acknowledges that they are in compliance with and will remain in compliance with all federal and State laws, rules, and regulations required as a regular course of their business and pursuant to IHDA Act, the Rules, and the Strong Communities Program. The Recipient agrees and acknowledges that it is its responsibility to determine which laws, rules and regulations apply.

10. Violation of Agreement. Upon learning of a violation of any of the provisions of this Agreement by the Recipient or if the Authority determines, in its sole discretion, that the Recipient's performance of the Project is not satisfactory or that the Project is not yielding satisfactory results for the operation of the Strong Communities Program, or if the Recipient becomes insolvent, defunct, or commences bankruptcy proceedings, or should any director, officer, employee or official of Recipient engage in fraud, willful misconduct or gross negligence or misappropriate any funds, then the Authority may give written notice of such violation or unsatisfactory performance to the Recipient, as provided in **Paragraph 19** hereof. If such violation or unsatisfactory performance is not corrected to the satisfaction of the Authority within thirty (30) days after the receipt of such notice, or within such further time as the Authority in its sole discretion permits, the Authority may declare a default under this Agreement, effective upon notice to the Recipient the Authority may:

a. Recover the disbursed Funds, or such portion of the disbursed Funds as are, in the sole judgment of the Authority, related to the violation of this Agreement;

b. Terminate this Agreement; and

c. Exercise such other rights or remedies as may be available to the Authority under this Agreement, at law or in equity.

No waiver by the Authority of any breach of this Agreement shall be deemed to be a waiver

of any other existing or subsequent breach of this Agreement. No delay in exercising, failure to exercise, or incomplete exercise by the Authority of any right under this Agreement shall operate as a waiver of such right or any other right. The Authority's remedies are cumulative and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of the Authority's other remedies.

Notwithstanding the foregoing thirty (30) day cure period for violations of the Agreement, the cure period for Requests for Disbursements shall be as set forth in **Paragraph 7** hereof.

11. Monitoring of Project. The Authority, the Auditor General and the Attorney General, and their respective agents or representatives (collectively, the "Auditor") shall have the right at any time from the Closing Date through five (5) years after the Termination Date, upon notice to the Recipient, to inspect the books and records of the Recipient relating to the Project and the Strong Communities Program. Recipient shall make available this Agreement and all books, records and supporting documents related to this Agreement for review and audit by the Auditor. Recipient shall cooperate fully with any audit conducted by the Auditor and shall permit the Auditor full access to all relevant materials. The required documentation may include, but is not limited to, a copy of the Recipient's Application to the Authority; all records relating to the Eligible Uses under the Strong Communities Program, as set forth in the Rules; and any other documentation required by the Auditor. Recipient further agrees that the failure of the Recipient to maintain the books, records, and supporting documents required by this **Paragraph 11** shall establish a presumption in favor of the State of Illinois and the Authority for the recovery of any funds paid by the State of Illinois or the Authority under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

12. 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 12** shall survive the provision of the Funds.

13. Drug-Free Workplace. If applicable, Recipient agrees to comply with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*). The Recipient's Drug Free Workplace Certification (form of which is attached hereto as **Exhibit A**) is made a part of this Agreement.

14. Amendment of Agreement. This Agreement shall not be altered or amended except by a written instrument signed by the parties to it.

15. Partial Invalidity. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of its remaining portions.

16. Binding on Successors. This Agreement shall bind, and the benefits shall inure to,

the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest and assigns, provided that the Recipient may not assign this Agreement, its right to the Funds proceeds or any of its obligations under this Agreement without the prior written approval of the Authority.

17. Gender. The use of the plural in this Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders.

18. Captions. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of the Agreement.

19. Notices. Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this Agreement 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 the Authority:

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

If to Recipient:

City of Dekalb
164 E. Lincoln Highway
Dekalb, Illinois 60115
Attention: Cohen Barnes, Mayor

Such addresses may be changed by notice to the other party given in the same manner as provided in this **Paragraph 19**. Any notice, demand, request or other communication sent pursuant to subparagraph (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subparagraph (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 subparagraph (c) shall be served and effective three (3) Business Days after proper deposit with the United States Postal Service.

20. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument. A signed copy of this Agreement 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 Agreement.

21. Lobbying.

a. **Improper Influence.** Recipient certifies that it will not use and has not used the Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extensions, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Recipient certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

b. **Federal Form LLL.** If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

c. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

d. **Subawards.** Recipient must include the language of this **Paragraph 21** in the award documents for any subawards made pursuant to this Grant at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Recipient must forward all disclosures by contractors regarding this certification.

e. **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

22. State Grant Agreement Applicability. The Recipient acknowledges that the Funds are made available to the Authority pursuant to a Uniform Grant Agreement ("UGA") between the Authority and the State of Illinois, Department of Human Services. The requirements, laws, and regulations contained and referenced in the UGA are applicable to the use of the Funds. A copy of the UGA is available upon written request.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers.

RECIPIENT:

City of Dekalb,
an Illinois unit of local government

By:  DocuSigned by:
D54F6C7049E14CC...

Name: Cohen Barnes

Its: Mayor

AUTHORITY:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By:  DocuSigned by:
9821DA9C42054B0...
Kristin Faust, Executive Director

Approved as to form:

By:  DocuSigned by:
8915A15F2D60432...
Maureen G. Ohle, General Counsel

By:  DocuSigned by:
9821DA9C42054B0...
Keith Evans, Interim Chief Financial Officer

Exhibit A: Drug-Free Work Place Certification
Exhibit B: Strong Communities Program Rules

EXHIBIT A

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 Fundee or contractor shall receive any Funds or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Fundee or contractor has certified to the State that the Fundee 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 Funds payments, termination of the contract or Funds and debarment from contracting or Funds opportunities with the State for at least one (1) year but not more than five (5) years.

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

The contractor/Fundee 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 Fundee'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 Funds, 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 Fundee'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 Funds and posting the statement in a prominent place in the workplace.

(d) Notifying the contracting or Funding 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.

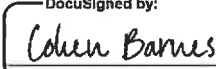
(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

(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:  DocuSigned by:
D54F0C7049E14CC...

Name: Cohen Barnes

Its: Mayor

EXHIBIT B

Strong Communities Program Rules

See attached.

Strong Communities Program (SCP)

Opportunity and Objectives: The Strong Communities Program (SCP) provides grant funds to units of local government throughout the state to address local affordable housing needs and community revitalization efforts. The Strong Communities Program further leverages Federal Hardest Hit Fund and National Foreclosure Settlement Funds. A Federal Reserve study found that vacant and abandoned properties threaten the very sustainability of communities. SCP will return vacant residential properties to productive and taxable use through rehabilitation and provide funds for demolition in cases where properties are beyond repair and negatively impacting neighboring residences. As a result, SCP will increase property values, create jobs, help reduce crime, generate additional tax revenue and attract further community investment.

The Strong Communities Program initiative is to preserve existing affordable housing stock that is often in city centers and in proximity to community amenities (schools, parks, medical facilities, shopping, jobs, and transportation). This initiative directly correlates to the work of the Illinois Revitalization Task Force created pursuant to SR1786, the final report of which was issued on March 13, 2019, to address IHDA's recognition that the number of abandoned and vacant single-family homes were affecting housing values, decreasing the affordable housing stock, and posing a public safety hazard as municipalities were struggling to gain access to the homes. The Strong Communities Program furthers IHDA's efforts to address vacant and abandoned properties which were recognized in the fall of 2019 by the National Council of State Housing Agencies (NCSHA) with the State Advocacy Award.

Program Allocation	\$30,000,000 of the \$200,000,000 appropriated from the Build Illinois Bond Fund to the Department of Revenue for the Illinois Housing Development Authority for affordable housing grants, loans, and investments for low-income families, low-income senior citizens, low-income persons with disabilities and at risk displaced veterans.
Eligible Applicants	Units of local government. A county or municipality may join with other counties/municipalities and together submit a single application (Land Banks and Regional Planning Commissions are eligible to apply on behalf of units of local government applicants). Applicants anticipating home rehabilitation activities must either have direct rehabilitation experience or have partnerships with local agencies that possess the necessary experience. Available statewide.
Eligible Grant Awards	Eligible Applicants may apply for up to \$750,000 per grant (no match funds).
Program Impact	For every dollar spent to address an abandoned and vacant home, the value of homes in the targeted area increases \$4.27 according to the Center for Community Progress (the nation's premier non-profit organization whose focus is turning abandoned properties into vibrant spaces). We stand to increase property values by over \$125 million in the aggregate in support of community residents and the local tax base.
Program Requirements	For activities undertaken and submitted for reimbursement, successful applicants must follow all local, county, and state laws pertaining to such activities including, but not limited to, applicable environmental laws, state historic preservation, and prevailing wage.
Operational Efficiencies	Energy-efficient, sustainable, and/or resilient building design for rehabilitation projects are encouraged.
Eligible Properties	1-6 unit residential properties meeting the definition of Abandoned Residential

Strong Communities Program (SCP)

	Property; vacant and abandoned single family homes (\$40,000 maximum costs for demolition projects and \$75,000 maximum costs for rehabilitation projects per individual PIN for all eligible uses)
Eligible Uses	<ul style="list-style-type: none"> - Acquisition (not to exceed \$5,000 per property to allow for abandonment petition for Judicial Deed, tax sale purchase and legal costs, etc.) - Rehabilitation (not to exceed \$75,000 per property; can include interior and exterior rehab activities) - Demolition (not to exceed \$40,000 per property; exceptions to the maximum per property cost to be considered on a case-by-case basis for remediation requirements, and strategic demolition aligned with local planning efforts) - Tree, Shrub and Debris Removal (including grass cutting) - Lot Treatment and Greening (i.e., sod, level and grading, shrubs, native plantings, community gardens, stormwater management projects) - All reasonable hard and soft construction costs as approved in IHDA's sole and absolute discretion - Administrative costs - maximum general administration fees consist of 10% of the total grant for administrative costs related to general management, oversight, and coordination, including staff and overhead
Reimbursement Process	Grantees will be reimbursed on a quarterly basis for Eligible Uses by submitting approval information on forms provided by the Authority.
Program Duration and Post-Program Requirements	<p>Three funding rounds (two-year grant terms each).</p> <p>No post-program restrictions on properties under the program. Grantee must maintain records that pertain to the program for five years.</p>



111 E. Wacker Drive
Suite 1000
Chicago IL, 60601
312.836.5200

September 22, 2023

City of Dekalb
164 E. Lincoln Highway
Dekalb, Illinois 60115
Attention: Jennifer Yochem, Community Services Coordinator

Re: Conditional Commitment Letter (this "Letter")
Strong Community Program ("SCP") – Round 2

SCP R2 PID# - 52433

Dear Ms. Yochem:

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 Nine Thousand and No/100 Dollars (\$109,000.00)** (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 Nine Thousand and No/100 Dollars (\$109,000.00)**.
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 November 15, 2023 (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 November 8, 2023, 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 via DocuSign. **If not electronically signed 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 E. Lincoln Highway
Dekalb, Illinois 60115
Attention: Jennifer Yochem, Community Services Coordinator

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.

[Remainder of page intentionally left blank, Signature pages follow]

Very truly yours,

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____

Name: Maureen Ohle

Its: General Counsel

Accepted by Recipient this
6th day of October, 2023

CITY OF DEKALB
an Illinois unit of local government

By: Cohen Barnes

Name: Cohen Barnes

Its: Mayor

EXHIBITS

EXHIBIT A: PROGRAM RULES

EXHIBIT B: TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

EXHIBIT C: DRUG FREE WORKPLACE CERTIFICATE

EXHIBIT A
PROGRAM RULES
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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 36-600 5843

Legal Status (check one):

☐ Individual

☐ Sole Proprietorship

☐ Partnership/Legal Corporation

☐ Tax-exempt

☐ Corporation providing or billing medical and/or health care services

☐ Corporation NOT providing or billing medical and/or health care services

☐ Other: _____

☒ Governmental

☐ Nonresident alien

☐ Estate or Trust

☐ Pharmacy (non-corporate)

☐ Pharmacy/Funeral Home/
Cemetery (Corp.)

☐ Limited Liability Company (select applicable tax classification)

☐ D = disregarded entity

☐ C = corporation

☐ P = partnership

John B...
Recipient Signature

6th October 2023
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: Cohen Barnes

Title: Mayor