RESOLUTION 2016-070        PASSED: JUNE 27, 2016

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO SIGN A TAX INCREMENT FINANCING (TIF) AGREEMENT WITH BARB CITY MANOR, INC. FOR FACILITY IMPROVEMENTS AT THE PROPERTY LOCATED AT 680 HAISH BOULEVARD IN THE AMOUNT OF $50,000 BEGINNING JULY 1, 2016 THROUGH DECEMBER 31, 2016.

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

WHEREAS, Barb City Manor has requested approval from the City of DeKalb to make various improvements to the property; now,

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

Section 1. That the Mayor of the City of DeKalb, Illinois, is authorized and directed to execute an agreement with Barb City Manor, Inc. for facility improvements from July 1, 2016 through December 31, 2016, a copy of which is attached hereto and made a part thereof as Exhibit “A,” subject to such changes as shall be acceptable to him.

Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor’s signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 27th day of June, 2016, and approved by me as Mayor on the same day. Passed by a roll call vote of 7-1. Aye: Finucane, Marquardt, Snow, Noreiko, Baker, Faivre, Rey. Nay: Jacobson.

ATTEST:

JENNIFER JEEP JOHNSON, City Clerk

JOHN A. REY, Mayor
AGREEMENT made this 27th day of June, 2016, by and between the City of DeKalb, Illinois, an Illinois Municipal Corporation, (hereinafter referred to as "City") and the Barb City Manor, Inc., and Illinois not-for-profit Corporation (hereinafter referred to as "BCM").

REQUITAS

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

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

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

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

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

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

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

WHEREAS, to assist BCM with these redevelopment projects thereby promoting the goals and objectives of the tax increment finance program of the City, the City desires to grant to the BCM funding in the amount of Fifty Thousand and No/100 Dollars ($50,000) for Fiscal Year 2016.5 to pay for projects as they are identified herein.

NOW THEREFORE, the parties agree as follows:

1. FUNDING: For Fiscal Year 2016.5, City shall grant to the BCM the amount of Fifty Thousand and No/100 Dollars ($50,000). Any portion of the $50,000 that goes unspent within a given year may be rolled over to the following or subsequent years, with the City reserving the right to limit such future rollover in its sole discretion.

BCM hereby certifies that no portion of the monies to be received from the City through this
The City shall have the right to inspect any and all portions of the BCM premises at 680 Haish at any time, with or without notice.

6. STATUS REPORT. BCM shall make an oral year end status report to the City Council no later than the first City Council meeting in November, 2016 which shall summarize all activities and rehabilitation projects undertaken by the organization during the term of this Agreement. BCM shall also provide such other and additional documentation as may be required by the City from time to time, to evidence the status of its operations, the condition of the premises at 680 Haish, or BCM's compliance with this agreement or any other agreement between BCM and the City.

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

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

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

10. TERM OF AGREEMENT. This Agreement shall be in effect from July 1, 2016 to December 31, 2016.

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

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

CITY OF DEKALB

[Signature]
John Rey
Mayor

[Signature]
Jennifer Jeep Johnson
City Clerk

Barb City Manor, Inc.

[Signature]
Jayne Shalun
President

[Signature]
Donna J. Hickey
Secretary
EXHIBIT "A"
Bidder Certifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Export Administration, Supplies, Labor: The Bidder certifies that neither it nor any
substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Bidder further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Bidder certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, et. seq.

**General Compliance and Certification:** The Bidder certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Bidder acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.
May 17, 2016

Ellen Divita
Community Development Director
City of DeKalb
200 S. 4th Street
DeKalb, IL 60115

Dear Ellen,

On behalf of the residents of Barb City Manor and the BCM, Inc., Board of Directors, I want to thank you for the City of DeKalb’s continued support of Barb City Manor Retirement Home. Barb City Manor remains a very affordable, comfortable and secure home for the senior citizens of our community. The support of the City of DeKalb, and the TIF funding it has provided, has helped us in our mission to offer a safe and healthy option for retirement living to these seniors.

For budget period July 1, 2016 – December 31, 2016, Barb City Manor is requesting to use City of DeKalb TIF Funds to upgrade the combustion air system for the BCM boilers. The estimated cost of this project is $51,300.00. Simultaneously, the roof above the boilers will be replaced as part of a building re-roofing project that was originally slated for 2015/2016. That project was delayed until spring 2016 so that it could be coordinated with the boiler combustion air upgrade. The estimated cost of the re-roofing project is $75,740.00, and the use of 2015/2016 TIF funds for that project was approved by City Council in June 2015.

Please contact me if you have any questions or if you need any additional information. Thank you so much for your assistance.

Sincerely,

Maureen Gerrity
Administrator