RESOLUTION 2019-105          PASSED: JUNE 24, 2019

AUTHORIZING AN ABANDONED RESIDENTIAL PROPERTY
MUNICIPAL RELIEF PROGRAM GRANT FROM THE ILLINOIS
HOUSING DEVELOPMENT AUTHORITY.

WHEREAS, the City of DeKalb is a home-rule municipality with the power and authority
conferred thereupon 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 has applied for an Abandoned Residential Property Municipal Relief
Program ("APP") grant ("the Grant") from the Illinois Housing Development Authority
("IHDA") and has received conditional approval thereof;

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

SECTION 1: The City Council hereby approves of the City's participation in the Grant
program, and of compliance with all applicable IHDA requirements. The Mayor is
authorized and directed to complete all required documentation necessary for
participation, so as to be eligible for up to Fifty-Five Thousand Dollars ($55,000.00) of
grant funding. The City agrees that it shall comply with the requirements included in the
Conditional Commitment Letter attached hereto as Exhibit A. The City Manager or
designee shall take all such steps as shall be necessary for completion of the grant
process.

SECTION 2: That the City Clerk of the City of DeKalb, Illinois be authorized and directed
to attest the Mayor's Signature and shall be effective thereupon, following execution as
outlined in the preceding section.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular
meeting thereof held on the 24th day of June 2019 and approved by me as Mayor on
the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Fagan,
McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:

LYNN A. FAZEKAS, City Clerk  JERRY SMITH, Mayor
August 14, 2019

City of DeKalb
200 South Fourth Street
DeKalb, Illinois 60115
Attn: The Honorable Jerry Smith

Re: Conditional Commitment Letter and the Program Funding Agreement
Abandoned Residential Property Municipal Relief Program, Round 4
City of DeKalb — (APP-51590)

Dear Mayor Smith:

Enclosed please find one original signed Conditional Commitment Letter and one original executed Program Funding Agreement for the above referenced program.

Sincerely,

[Signature]

Bridget Wansley
Paralegal
Illinois Housing Development Authority

Enclosure
May 24, 2019

City of DeKalb
200 South Fourth Street
DeKalb, Illinois 60115
Attention: The Honorable Jerry Smith

Re: Conditional Commitment Letter (this “Letter”)
Abandoned Residential Property Municipal Relief Program – Round 4

APP - 51590

Dear Mayor Smith:

The Illinois Housing Development Authority (the “Authority”) is the program administrator of the Abandoned Residential Property Municipal Relief Program (the “Program”), as that Program is authorized by Section 7.31 of the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. (the “Act”), and the rules promulgated under the Act codified at 47 Ill. Adm. Code 381, 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 Fifty-Five Thousand and 00/100 Dollars ($55,000.00) (the “Funds”), to assist with the maintenance and demolition of Abandoned Residential Property (as defined in the Rules) (the “Project”) within the Recipient’s area under the Program from funds appropriated under Section 7.31 of the Act. The Funds shall be subject to the contingencies, terms and conditions set forth in this Letter.

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 Fifty-Five Thousand and 00/100 Dollars ($55,000.00).

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 August 2, 2019 (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 July 19, 2019, 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 it by executing two (2) originals of this Letter in the space provided below and returning two (2) executed originals to Rebecca Janovsky, c/o the Illinois Housing Development Authority, 111 East Wacker Drive, Suite 1000, Chicago, Illinois 60601, within sufficient time so that the Letter is received by June 7, 2019. If not received by June 7, 2019, 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
200 South Fourth Street
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. 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.
Very truly yours,

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By:  Debra Olson
Name:  
Its:  Assistant Executive Director

Accepted by Recipient this
28th day of May, 2019

CITY OF DEKALB,
an Illinois unit of local government

Exhibit A: Program Rules
Exhibit B: Taxpayer Identification Number Certification
Exhibit C: Drug Fee Work Place Certificate
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):  Clyv of DeKalb

Taxpayer Identification Number:

Social Security Number

or

Employer Identification Number  36-6005843

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

X  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

5/28/19

Date

Recipient Signature
EXHIBIT C

DRUG FREE WORK PLACE 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: ____________________________
    Jerry Smith
Title: Mayor
PROGRAM FUNDING AGREEMENT

This PROGRAM FUNDING AGREEMENT (this “Agreement”), made and entered into as of the 2nd day of August, 2019, 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 authority under Section 7.31 of the IHDA Act and the rules promulgated thereunder and codified at 47 Ill. Adm. Code 381 (the “Rules”), the Authority may provide Funds to municipalities, counties and land banks in Illinois participating in the Abandoned Residential Property Municipality Relief Program for the maintenance and demolition of abandoned properties; 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 Fifty-Five Thousand and 00/100 Dollars ($55,000.00) (the “Funds”) and Recipient will use the Funds for Eligible Uses in connection with maintenance 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 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 and the Rules.

3. **Definitions:**

   “Abandoned Property Program” shall mean the Abandoned Residential Property Municipal Relief Program authorized by Section 7.31 of the IHDA Act and the Rules.

   “Abandoned Residential Property” shall have the meaning ascribed to it in the Rules.

   “Application” shall mean the application for the Funds completed by the Recipient.
“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 May 24, 2019.

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

“Effective Date” shall mean August 2, 2019.

“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.

“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.

“Termination Date” shall mean the date which is two (2) years after the Effective
Date.

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 disbursement shall be made under this Agreement after the Termination
Date. 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.

5. Project Requirements. 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.

h. Recipient shall provide ACH deposit instructions for the Bank Account (as
defined in Paragraph 8.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 Abandoned Property Program, the Authority shall have
the right to terminate this Agreement pursuant to Paragraph 11 hereof.

6. **Additional Covenants.** The Recipient further certifies under oath, covenants and
agrees that, to the best of Recipient’s knowledge, information and belief to the following:

a. that Recipient is an eligible recipient of the Funds based on Section 381.201
   of the Rules;

b. that all properties within the definition of Project as defined herein are
   Abandoned as defined in Section 381.202 of the Rules;

c. that the wages to be paid to all laborers and mechanics employed in
   connection with the Project shall be not less than the prevailing wage rates ("Prevailing
   Wages") as provided for under the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.
   and Recipient shall require that all contractors and subcontractors in connection with the
Project require the payment of Prevailing Wages;

d. that Recipient will comply with all federal, state and local laws, including,  
but not limited to, historical preservation, environmental and lead based paint laws and  
regulations; and

e. that any and all third-party vendors procured by the Recipient in connection  
with the Project have been procured within applicable laws and regulations.

7. **Certifications.**

a. That 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;

b. that the Funds shall be used only for the purposes described in this  
Agreement;

c. that the award of Funds is conditioned upon the certifications as set forth in  
this Paragraph 7.

8. **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 ten (10) 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 for Eligible Uses (the “Quarterly Disbursement Statement”), as set forth  
in Paragraph 8.4 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) 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 Abandoned  
Property 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. **Rejection of Disbursement Statement.** If the Authority rejects the  
Recipient’s Quarterly Disbursement Statement, the Authority shall give its reasons for such  
rejection in a written notice to Recipient as provided in Paragraph 20 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 11 hereof.

c. Disbursement Statements. Each Quarterly Disbursement Statement shall include:

(i) A complete and accurate Abandoned Property Program-Cumulative Accounting of the expenses occurring on or after January 1, 2017 through the end of that respective quarterly reporting period 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.

d. Documentation Retention. As set forth in Paragraph 12 hereof, Recipient shall maintain copies of all documents substantiating expenditures made by Recipient in connection with the Abandoned Property 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 Abandoned Property Program are maintained at the address listed for the Recipient in Paragraph 20 hereof and are available for inspection by the Authority upon the Authority’s request.

e. Bank Account for Disbursements. The Authority shall effectuate Disbursements by transferring the Funds directly to a bank account (the “Bank Account”), established at a bank or other financial institution (the “Bank”) selected by the Recipient and acceptable to the Authority. 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. Any fees and costs charged or incurred by Bank in connection with the Bank Account shall be paid by the Recipient.

9. Reporting Requirements. The Recipient shall provide quarterly reports to the Authority within ten (10) calendar days of the end of each quarter, commencing with the first full quarter ending after the Effective Date in accordance with Section 381.209 of the Rules. The Recipient’s submission of the Quarterly Disbursement Statements as set forth in Paragraph 8 hereof will be sufficient to meet the reporting requirements under this Paragraph 9.
10. **Additional Covenants - 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, 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 Abandoned Property Program. The Recipient agrees and acknowledges that it is its responsibility to determine which laws, rules and regulations apply.

11. **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 Abandoned Property 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 20** 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 8** hereof.

12. **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 completed during the Project. 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 municipality’s or county’s Application to the Authority; all records relating to the Eligible Uses under the Program, as set forth in Section 381.203 of 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 12** 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.

13. **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 13** shall survive the provision of the Funds.

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

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

17. 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.

18. 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.

19. 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.

20. 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
200 South Fourth Street
DeKalb, Illinois 60115
Attention: The Honorable Jerry Smith

Such addresses may be changed by notice to the other party given in the same manner as provided in this Paragraph 20. 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.
21. **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.
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: [Signature]
Name: Jerry Smith
Title: Mayor

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: [Signature]
Name: Debra Olson
Its: Assistant Executive Director

Exhibit A: Drug-Free Work Place Certification
EXHIBIT A

DRUG FREE WORK PLACE 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 Recipient or contractor shall receive a 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 Recipient or contractor has certified to the State that the Recipient 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, “Recipient” 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/Recipient 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 Recipient’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 Recipient’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: 
Name: Jerry Smith
Title: Mayor