

**AGREEMENT BETWEEN THE CITY OF PEORIA, ILLINOIS
AND
SOUTH SIDE OFFICE OF CONCERN**

Project # IHDAAD
Total Project Funding: \$26,000

Approved by the Peoria City Council on July 22, 2014
Council Agenda Item #- 14-299

This Agreement entered into by and between the CITY OF PEORIA ("City"), an Illinois municipal corporation and South Side Office of Concern ("SSOC"), an Illinois not-for profit organization, on this 31st day of July, 2015.

WHEREAS, on July 22, 2014 the City Council (Item # 14-299) adopted an ordinance amending the City's Capital Fund budget for fiscal year 2014 to provide a loan to SSOC for project gap financing in conjunction with the Glendale Commons project. The loan, in an amount not to exceed \$26,000, will be used by SSOC to purchase three (3) private properties (812 NE Glendale and 717/719 Morgan both located in Peoria, IL);

WHEREAS, Glendale Commons is a 28-unit supportive housing project focusing on low-income households and on those at-risk for homelessness or suffering from serious and persistent mental illness and/or developmental disabilities. The project will be located at the corner of the 700 block of Wayne, 800 block of NE Glendale and the 700 block of Morgan (the existing Glen Perry/Glen Mor Development Site; previously operated by the YWCA of Peoria); and

WHEREAS, SSOC has agreed to assume the existing HOME affordability period restrictions imposed on the property as a result of past US Department of Housing and Urban Development (HUD) HOME grant fund investment into the Glen Perry/Glen Mor Development previously operated by the YWCA of Peoria. A Notice of Use Restriction/Deed Restriction will be recorded against the Glendale Commons project, in favor of the City, to secure the HOME affordability period at time of property transfer to SSOC.

NOW, THEREFORE, it is agreed between the parties hereto that;

- 1) The City will provide gap financing in a loan amount not to exceed \$26,000 to SSOC for the remaining property acquisition of the three (3) private properties (812 Glendale and 717/719 Morgan).
- 2) The payable loan will have the following terms:
 - a. 0% interest rate;
 - b. Monthly loan payments are deferred during the construction of Glendale Commons. Payment will commence on the 1st of the month following the date of the Certificate of Occupancy from the City for the project. This Agreement will be amended to incorporate the amortization schedule of the monthly loan payments once the Certificate of Occupancy is issued; and
 - c. All loan payments must be received by the City on or before December 1, 2028. This loan will have no prepayment penalty.

- 3) SSOC, its successors and assignees agree to indemnify and hold harmless the City and its officers and employees against all claims by or on behalf of any person or persons, business, firm, partnership, limited liability company or corporation arising from any work or activity of SSOC, its successors and assignees connected to the Glendale Commons project. SSOC, its successors and assignees agrees to indemnify and hold harmless the City from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon and not caused by any actions or omissions of the City, for any work of activity of SSOC, its successors and assignees connected to the Glendale Commons project.
- 4) SSOC shall be prohibited from offering or giving compensation of fees for services to former officer or City employee who participated personally and substantially in the decision to award City funds for the Glendale Commons project within a period of one year immediately after termination of City employment, whether said termination was voluntary or involuntary, by retirement or otherwise.
- 5) SSOC agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performance of the job in question. SSOC agrees that it will take affirmative action to comply with the provisions and will submit, upon request of the City, information to document compliance.
- 6) Communication and details concerning this Agreement shall be directed to the following representatives:
- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><u>CITY</u>
Community Development Director
(or his/her designee)
City Hall
419 Fulton Street, Suite 300
Peoria, IL 61602
309-494-8656</p> | <p><u>SOUTH SIDE OFFICE OF CONCERN</u>
Christine Kahl
President/CEO
202 NE Madison Ave
Peoria, IL 61602
(309) 674-7310
director@southsideofficeofconcern.org</p> |
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- 7) The City or SSOC may amend this Agreement at any time and are executed in writing, signed by a duly authorized representative of both parties. Such amendments shall not invalidate this Agreement, nor relieve or release the City or from its obligations under this Agreement. The Agreement cannot be assumed by or assigned to another entity without written authorization and approval from the City.

[Signatures on Next Pages]

APPROVED AND EXECUTED AS OF THIS 31 DAY OF July 2015.

SOUTH SIDE OFFICE OF CONCERN,
an Illinois not-for profit organization

By: Christine E. Kall

CITY OF PEORIA, ILLINOIS,
an Illinois Municipal Corporation

By: Pat H. H.
City Manager

Attest:

Beth Ball
City Clerk

Approved as to Content:

Donald P. Leist
Corporation Counsel

Approved as to Form:

[Signature]
Community Development Department