

AGENDA

RULES MEETING OF THE BOARD OF TRUSTEES VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS

Village Hall

7:00 p.m.

June 25, 2012

Roll Call

1. A Resolution Authorizing the Village to Participate in the State of Illinois Federal Surplus Property Program
2. Resolution to Authorize Execution of the Neighborhood Stabilization III Program Agreement
3. Urban Forestry Maintenance Contract
4. A Resolution of Authorization for the Open Space Acquisition and Development (OSLAD) Program for Expansion of the Village Green
5. A Motion Accepting the 2012 Park System Evaluation Update and Facilities Update
6. Ordinance Amending Municipal Code Provisions Relating to the Issuance of Village Liquor Licenses
7. Ordinance Amending Municipal Code Provisions to Permit Video Gaming in the Village and to Establish an Annual Licensing Fee

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Audience to Visitors

Adjournment

Agenda Items are Available in the Lobby of Village Hall

AGENDA BRIEFING

DATE: June 1, 2012

TO: Mayor John A. Ostenburg
Board of Trustees

FROM: Kenneth A. Eyer, P.E., Director of Public Works

RE: A Resolution Authorizing the Village to Participate in the State of Illinois Federal Surplus Property Program

BACKGROUND/DISCUSSION: The Illinois State Agency for Federal Surplus property, operated by the State of Illinois Department of Central Management Services, warehouses various federal surplus items which are available for donation to municipalities. Municipalities are required to pay service and handling fees associated with the donation.

We have purchased surplus property in the past at a significant savings to the Village. Based on the equipment available, this appears to be a good source for equipment such as motors, generators, pumps and other equipment used in the Village of Park Forest's Public Works operation. In most cases the service and handling fees associated with the property donation are significantly less than the value of the item. However, the availability of the property is unpredictable.

In order for the Village to maintain its status as an eligible donee of Federal Surplus Property through the State program we have to update our eligibility record. This includes completing the application for eligibility, the authorized representatives form and a non-discrimination assurance form. All of the above reiterates who is authorized to use the service, that the Village is non-discriminatory, and that any items and equipment acquired will be for the Village use only.

RECOMMENDATION: Authorize agreement with the Illinois State Agency for Federal Surplus Property for donation of surplus property.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules and Regular meetings of June 25, 2012 for consideration.

AGENDA BRIEFING

DATE: June 19, 2012

TO: Mayor Ostenburg
Board of Trustees

FROM: Hildy L. Kingma, AICP
Director of Economic Development and Planning

RE: Resolution to Authorize Execution of the Neighborhood Stabilization III Program Agreement

BACKGROUND/DISCUSSION:

In July 2011 the Board authorized the Village to submit an application, in partnership with the Village of Richton Park, for Neighborhood Stabilization III Program funds. This application was subsequently approved by the State of Illinois for a total of \$1,300,000 to be split between the two Villages. This grant will fund the purchase and rehabilitation of up to six vacant, foreclosed homes in the Village. The same project will occur concurrently in Richton Park.

The Villages will work with MECCA Companies as the developer for this project. A developer agreement will be presented to the Board for consideration at the July Board meetings. MECCA Companies is based in South Bend, Indiana, and Homewood, and they have good references from the Villages of Richton Park and Dolton and the City of Chicago Heights.

The agreement has been reviewed by the Village Attorney.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Rules and Regular Meetings of June 25, 2012.

RESOLUTION NO.

**A RESOLUTION OF THE VILLAGE OF PARK FOREST
AUTHORIZING THE EXECUTION OF THE
NEIGHBORHOOD STABILIZATION III PROGRAM AGREEMENT**

WHEREAS, the Village of Park Forest (the “Village”) is deeply concerned about the housing foreclosure crisis and the consequences for communities of the corresponding rise in vacant and abandoned properties; and

WHEREAS, in July 2008, the United States Congress authorized the Neighborhood Stabilization Program (NSP) to provide funding to address vacant and foreclosed properties; and

WHEREAS, this foreclosure crisis does not adhere to municipal boundaries and the Village recognizes that working in cooperation with neighboring municipalities is a promising approach to combating this sub-regional issue; and

WHEREAS, the Illinois Housing Development Authority has awarded the Villages of Park Forest and Richton Park jointly \$1,300,000 to fund an acquisition and rehabilitation program for vacant, foreclosed homes.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of their home rule authority, as follows:

Section 1: The Village Manager is directed and authorized to execute the Agreement and such additional documents necessary for carrying out the Agreement and the Village Clerk is directed and authorized to attest the signature of the Village Manager.

Section 2: The Village Manager is also authorized to carry out the transactions contemplated by the Agreement.

Section 5: This Resolution shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED this _____ day of June, 2012.

APPROVED:

ATTEST:

Mayor

Village Clerk

NEIGHBORHOOD STABILIZATION III PROGRAM AGREEMENT

THIS NEIGHBORHOOD STABILIZATION III PROGRAM AGREEMENT (this “Agreement”) is entered this ____ day of _____, 2012 (the “Effective Date”) by and between the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** (the “Authority”), a body politic and corporate of the State of Illinois (“State”), created and existing pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. (1994), having its principal office at 401 N. Michigan Avenue, Suite 700, Chicago, Illinois 60611, and the **VILLAGE OF RICHTON PARK**, an Illinois municipal corporation, having its principal office at 4455 Sauk Trail, Richton Park, Illinois 60471 and the **VILLAGE OF PARK FOREST**, an Illinois municipal corporation, having its principal office at 350 Victory Drive, Park Forest, Illinois 60466 (collectively, the “Subgrantee”).

RECITALS

WHEREAS, pursuant to Sections 2301 – 2304 of the Housing and Economic Recovery Act of 2008 Pub. L. 110-289, 122 Stat. 2654, enacted July 30, 2008 (“HERA”); to Title XII of Division A of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 enacted February 17, 2009 (the “Recovery Act”); and to Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 Pub. L. 111-203 enacted July 21, 2010 (the “Dodd-Frank Act”), and pursuant to applicable NSP III Laws (as hereinafter defined), as the same have been or may be amended and supplemented from time to time, and which are hereby incorporated herein by reference, the United States Department of Housing and Urban Development (“HUD”) allocated to the State certain funds (“NSP III Funds”) in connection with the Neighborhood Stabilization Program 3 (“NSP III Program”) for the acquisition and rehabilitation of foreclosed or abandoned properties for sale or rental to benefit of low, moderate or middle income households and communities within the State; and

WHEREAS, on December 22, 2010, Governor Pat Quinn designated the Authority to act as the administrator of NSP III Program for the State; and

WHEREAS, the Authority submitted to HUD on behalf of the State a State of Illinois State Consolidated Plan – Substantial Amendment to the 2010 Action Plan for the Neighborhood Stabilization Program which was approved by HUD in March of 2011 (the “NSP III Substantial Amendment”); and

WHEREAS, HUD and the Authority entered into that certain Funding Approval and Grant Agreement for the NSP III Program on March 15, 2011 (the “HUD Funding Agreement”); and

WHEREAS, the Subgrantee is a “Subrecipient” as defined in 24 CFR 570.500(c) and has applied for an award of a portion of the NSP III Funds from the NSP III Program, in the form of a grant, to be used by Subgrantee in connection with the NSP III Program’s objective to benefit Low, Moderate and Middle Income Persons as set forth in 24 CFR 570, as supplemented by the NSP III Notice (as hereinafter defined), and as further amended, supplemented or revised from time to time (the “National Objective”); and

WHEREAS, Subgrantee understands that all activities utilizing the NSP III Funds must meet certain conditions set forth in the NSP III Laws, including, without limitation, the National Objective and that the NSP III Funds awarded hereunder are to be used with respect to individuals and families whose incomes do not exceed 120% of area median income and, pursuant to the requirements of Section 2301(f)(3)(A)(ii) of HERA, that not less than 25% of the NSP III Funds allocated to the Authority are to be used for the purchase and redevelopment of Abandoned or Foreclosed homes or residential properties that will be used to house individuals or families whose income does not exceed 50% of area median income. Subgrantee further understands that all activities utilizing the NSP III Funds must further comply with the Authority's Neighborhood Stabilization Program requirements set forth in the Authority's State of Illinois Neighborhood Stabilization Program Manual (as amended and implemented by the Authority from time to time together, "NSP Manual"); and

WHEREAS, in connection with the NSP III Program, the Authority desires to give priority emphasis and consideration to those metropolitan areas, metropolitan cities, urban areas, rural areas, low and moderate income areas, and other areas with the greatest need as more fully set forth in the NSP III Substantial Amendment ("Priority Areas of Greatest Need"); and

WHEREAS, subject to the terms and conditions set forth in this Agreement, the Authority agrees to award Subgrantee a portion of the NSP III Funds in the amount of One Million Three Hundred Thousand and No/100 Dollars (\$1,300,000.00) (the "Subgrantee Allocation"), in the form of a grant, to be used by Subgrantee in connection with the certain activities in furtherance of the National Objective and other uses of NSP III Funds permitted under the NSP III Laws, including, without limitation, (i) the establishment of financing mechanisms to purchase and redevelop Foreclosed Upon homes and residential properties, including such mechanisms as so-called "soft" second priority mortgage loans, loan loss reserves, and shared-equity loans for Low and Moderate Income homeowners (the "NSP Residential Financing Program"); (ii) the purchase, rehabilitation and sale of homes and residential properties that have been Abandoned or Foreclosed Upon, in order to sell, rent or redevelop such homes and properties (the "NSP Home Buyer Program"); (iii) the purchase, rehabilitation and rental of residential properties that have been Abandoned or Foreclosed Upon, in order to sell, rent or redevelop such homes and properties including the purchase and conversion through redevelopment of non-residential property that has been Abandoned or Foreclosed Upon, for rent for residential use (the "NSP Rental Program"); and (iv) the demolition of Blighted Structures (the "NSP Demolition Program"); and (v) the redevelopment of demolished or vacant properties in order to redevelop such properties through new construction (the "NSP Redevelopment of Demolished or Vacant Property or Land Program") (each an "Eligible Use", and collectively, the "Eligible Uses"), all as more specifically provided in this Agreement. The scope of activities to be performed by Subgrantee are described in Exhibit A attached hereto; and

WHEREAS, it is a condition of the Authority's making the Subgrantee Allocation that the Subgrantee enter into and be bound by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Recitals Part of Agreement.**

The foregoing Recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though such Recitals were fully set forth in this Section 1.

2. **Definitions.** Capitalized terms not referenced or defined where such terms first appear in this Agreement shall have the meanings indicated in this Section. Terms not otherwise defined herein shall have the meaning indicated in the NSP III Laws. The following terms shall have the meanings indicated:

“**24 CFR 570**” shall mean Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (“**CDBG**”), as supplemented or modified, from time to time, including, without limitation those supplements and modifications pursuant to the October 2008 Notice and the June 2009 Notice, as the same may be amended and supplemented from time to time.

“**Abandoned**” means that a property is abandoned if either (a) a mortgage or tax payments that are at least ninety (90) days delinquent; or (b) a code enforcement inspection has determined that the property is not habitable and the owner has taken no corrective actions within ninety (90) days of notification of the deficiencies; or (c) the property is subject to a court ordered receivership or nuisance abatement related to abandonment pursuant to state or local law or otherwise meets the State of Illinois definition of abandoned home or residential property.

“**Affordable Rents**” shall have the meaning set forth in the NSP III Substantial Amendment.

“**Affordability Period**” shall have the meaning set forth in Section 15(d).

“**Areas of Greatest Need**” shall have the meaning set forth in the Recitals to this Agreement.

“**Authority**” shall have the meaning set forth in the Preamble to this Agreement.

“**Blighted Structures**” shall be as defined in the NSP III Substantial Amendment and as may be further amended pursuant to the NSP III Law.

“**Budget**” shall have the meaning set forth in Section 6(d).

“**CDBG**” means the Community Development Block Grant Program as authorized under the Housing and Community Development Act of 1974, as amended, 42 U.S.C. 5301 *et seq.*

“**CDBG Regulations**” means the requirements of Title 24 of the CFR, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants).

“**CFR**” means the Code of Federal Regulations.

“Close Out Requirements” shall have the meaning set forth in Section 16(b)(v).

“Current Market Appraised Value” means the value of a foreclosed home or other residential property that is established through an appraisal made in conformity with the appraisal requirements with either: (a) the appraisal requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) at the implementing regulations at 49 CFR Part 24 (as amended from time to time or modified by the notice for the NSP program established by HUD); and completed within 60 days prior to the date an offer is made for such home or property by Subgrantee, a developer contracted by Subgrantee or an individual homebuyer assisted by Subgrantee; provided, however, if the value of such home or other residential property is \$25,000 or less, the value of such home or property may be established by a valuation based on a review of available data by a person the Authority determines is qualified to make such valuation, as provided by all applicable NSP III Laws.

“Determination” shall have the meaning set forth in Section 20(c)(ii)(A).

“Developer” means a for-profit or private nonprofit individual or entity that the Authority provides NSP assistance to for the purpose of (1) acquiring homes and residential properties to rehabilitate for use or resale for residential purposes and (2) constructing new housing in connection with the redevelopment of demolished or vacant properties. Developers are program beneficiaries and thus distinct from subrecipients, grantee employees, and contractors. Developers may receive NSP funds from either the grantee or a subrecipient. Developer led rehabilitation is undertaken pursuant to 24 CFR 570.202(b)(1). New housing construction is undertaken pursuant to 24 CFR 570.204, or the NSP notice published on October 6, 2008, as amended.

“Dodd-Frank Act” shall have the meaning set forth in the Recitals to this Agreement.

“Effective Date” shall be the date of this Agreement.

“Eligible Use” shall have the meaning set forth in the Recitals to this Agreement.

“Escrow Agreement” shall have the meaning set forth in Section 7(c).

“FFATA” shall have the meaning set forth in Section 10(i).

“Foreclosed” or **“Foreclosed Upon”** shall mean that a property has been Foreclosed or Foreclosed Upon if any of the following conditions apply: (a) the property’s current delinquency status is at least sixty (60) days delinquent under the Mortgage Banker’s of America delinquency calculation and the owner has been notified; (b) the property owner is over ninety (90) days or more delinquent on tax payments; (c) under and in compliance with Illinois law, the mortgage or tax foreclosure has been initiated or completed; or (d) foreclosure proceedings have been completed and title for the property has been transferred to an intermediary aggregator or servicer that is not an NSP grantee, contractor, Subrecipient, Developer or end user.

“HERA” shall have the meaning set forth in the Recitals to this Agreement.

“HUD” shall have the meaning set forth in the Recitals to this Agreement.

“HUD Funding Agreement” shall have the meaning set forth in the Recitals to this Agreement.

“National Objective” shall have the meaning set forth in the Recitals to this Agreement.

“NSP” shall mean the Neighborhood Stabilization Program.

“NSP III Funds” shall have the meaning set forth in the Recitals to this Agreement.

“NSP III Program” shall have the meaning set forth in the Recitals to this Agreement.

“NSP III Notice” means HUD’s Notice of Formula Allocations and Program Requirements for the Neighborhood Stabilization Program Formula Grants Docket No. FR-5447-N-01 dated October 19, 2010.

“NSP II Funding Deadlines” shall have the meaning set forth in Section 5(a).

“NSP III Funds” shall have the meaning set forth in the Recitals to this Agreement.

“NSP III Laws” means Sections 2301 – 2304 of the Housing and Economic Recovery Act of 2008 Pub. L. 110-289, 122 Stat. 2654, enacted July 30, 2008 (“HERA”); Title XII of Division A of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 enacted February 17, 2009 (the “Recovery Act”); Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 Pub. L. 111-203 enacted July 21, 2010 (the “Dodd-Frank Act”); the NSP III Notice; FFATA; CDBG; HUD Regulations at 24 CFR Part 570; the HUD Funding Agreement; all as the same may be amended, modified and supplemented by the NSP III Notice and as the same may be amended, modified and supplemented from time to time and which are hereby incorporated herein by reference; other applicable regulations of the U. S. Department of Housing and Urban Development and any other applicable laws or guidance governing the Neighborhood Stabilization Program that are applicable to the NSP III Program or to the NSP III Funds (as amended from time to time), including, without limitation, those CDBG Regulations applicable to the NSP III Program, the NSP III Substantial Amendment and the requirements set forth in the NSP Manual, as the same may be amended and supplemented from time to time.

“NSP Manual” shall have the meaning set forth in the Recitals to this Agreement.

“NSP III Substantial Amendment” shall have the meaning set forth in the Recitals to this Agreement.

“Performance Standards” shall have the meaning set forth in Section 6(g).

“Priority Areas of Greatest Need” shall have the meaning set forth in the Recitals.

“Project” or “Projects” means the Eligible Use activities to be performed upon the Property or Properties as set forth in Section 6(b).

“Project Schedule” shall have the meaning set forth in Section 6(f).

“Property” or **“Properties”** the parcel or parcels of real estate, to be determined by the Subgrantee at a later date, upon which services and activities will be taken or performed by Subgrantee in connection with the use of the Subgrantee Allocation for the Eligible Uses.

“Recovery Act” shall have the meaning set forth in the Recitals to this Agreement.

“Regulatory Agreement” shall have the meaning set forth in Section 15(d).

“Request for Disbursement” shall have the meaning set forth in Section 8(d)(i).

“State” shall have the meaning set forth in the recitals.

“Subgrantee” shall have the meaning set forth in the Preamble to this Agreement.

“Subgrantee Allocation” shall have the meaning set forth in the Recitals to this Agreement.

“Subrecipient” means a public or private nonprofit agency, authority, or organization, or a for-profit entity authorized under 24 CFR 570.201(o), receiving funds under the CDBG from the recipient or another subrecipient to undertake activities eligible for such assistance under subpart C of the CDBG Regulations. The term excludes an entity receiving funds under the CDBG from the recipient under the authority of 24 CFR 570.204, unless the grantee explicitly designates it as a subrecipient. The term includes a public agency designated by a unit of general local government to receive a loan guarantee under subpart M of the CDBG Regulations, but does not include contractors providing supplies, equipment, construction, or services subject to the procurement requirements in 24 CFR 85.36 or 84.40, as applicable.

“Term” shall have the meaning set forth in Section 5(a).

3. Contingencies. The Authority agrees to make the Subgrantee Allocation to the Subgrantee, contingent on the following:

- (a) HUD or other federal funding source making a sufficient appropriation of funds for the NSP III Program;
- (b) HUD or other federal funding source making a sufficient appropriation of grant of funds for the NSP III Program to permit the Subgrantee to operate each Project as required and fulfill its obligations under this Agreement;
- (c) funds that have been appropriated or granted by HUD or other federal funding source for the NSP III Program are not de-appropriated or allocated for another purpose;
- (d) funds necessary for the Subgrantee to accomplish the activities to be taken or performed by Subgrantee in connection with the use of the Subgrantee Allocation for the Eligible Uses on the Property or Properties must be deemed to be sufficient, in the Authority’s sole discretion;
- (e) funds necessary for the Authority to operate the NSP III Program are deemed to be sufficient by the Authority in the Authority’s sole discretion;

- (f) the Subgrantee's fulfillment of each and every other term and condition set forth in this Agreement or under applicable NSP III Laws, to the Authority's sole satisfaction, including, without limitation, causing the Subgrantee Allocation to be fifty percent (50%) expended by March 15, 2013 and fully expended on or prior to March 15, 2014.
- (g) the Authority's determination, in its sole discretion, on each date upon which funds from the Subgrantee Allocation are to be disbursed to Subgrantee for a Property, that (i) the applicable portion of the Subgrantee Allocation to be disbursed, together with other sources of funding, will be sufficient for the Subgrantee to accomplish the activities to be taken or performed by Subgrantee in connection with the Eligible Use on the Property or Properties; and (ii) such Project is otherwise satisfactory;
- (h) the appropriation accounting provisions under 31 U.S.C. 1551-1557, added by Section 1405 of the National Defense Authorization Act for Fiscal Year 1991 (Pub. L. 101-510); and
- (i) the Authority's determination, in its sole discretion, that Subgrantee has the experience and knowledge necessary to accomplish the activities to be taken or performed by Subgrantee in connection with the Eligible Use on the Property or Properties, in accordance with all NSP III Laws and as otherwise provided in this Agreement.

4. General Conditions. This Agreement and the Subgrantee Allocation shall be subject to the terms and conditions of the NSP III Laws, all as they may be amended and supplemented from time to time.

5. Term; Time of Performance.

(a) Term. This Agreement shall be effective as of the date hereof and shall remain in effect until the latest of the following dates or events: (i) the Period of Affordability (as hereinafter defined) has expired for all Projects; and (ii) fifteen (15) years from the Effective Date (as hereinafter defined). Notwithstanding the foregoing: (i) fifty percent (50%) of the Subgrantee Allocation must be expended by March 15, 2013 (the "NSP III 50% Deadline"); and (ii) one hundred percent (100%) of the Subgrantee allocation must be expended by March 15, 2014 (the "NSP III 100% Deadline") (the NSP III 50% Deadline and the NSP III 100% Deadline shall be collectively referred to herein as the "NSP III Funding Deadlines"). **SUBGRANTEE ACKNOWLEDGES THAT TIME IS OF THE ESSENCE WITH RESPECT TO THE SUBGRANTEE PERFORMING ITS OBLIGATIONS PURSUANT TO THE TERMS OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO THE NSP III FUNDING DEADLINES AND THAT IN NO EVENT SHALL THE NSP III FUNDING DEADLINES BE EXTENDED UNLESS SUBSEQUENTLY PERMITTED BY HUD.**

(b) Time of the Essence. Time is of the essence in Subgrantee performing its obligations provided in this Agreement.

6. Terms and Conditions of the Subgrantee Allocation. The Subgrantee Allocation shall be subject to the following terms and conditions:

(a) Amount. The Subgrantee Allocation shall be in the maximum amount of One Million Three Hundred Thousand and No/100 Dollars (\$1,300,000.00).

(b) Use of Subgrantee Allocation. Subgrantee shall use the Subgrantee Allocation awarded hereunder solely, (i) in connection with the NSP III Program; (ii) to further the National Objective; (iii) only with respect to properties that are located with the Priority Areas of Greatest Need; and (iv) in connection with the activities to be taken or performed by Subgrantee in connection with the use of the Subgrantee Allocation for the Eligible Use for Eligible Uses activities on the Property or Properties (collectively, the “Project”), including the payment of reasonable developer’s fees (subject to and as set forth in the NSP Manual) related to NSP-assisted housing rehabilitation or construction activities, all as specifically described in Exhibit A attached hereto. Subgrantee shall use the Subgrantee Allocation in accordance with all NSP III Laws and all directives of HUD, the Authority, State or other governmental agency which may be prescribed from time to time, and for no other purpose other than for an Eligible Use without the prior written consent of the Authority, which consent may be withheld by the Authority in its sole and absolute discretion.

(c) Budget. Without limiting any other provision in this Agreement, Subgrantee shall use the Subgrantee Allocation solely in accordance with the line item budget set forth on Exhibit B hereto (the “Budget”). The Authority may, from time to time, require Subgrantee to provide, and Subgrantee in such case shall provide, the Authority with more detailed and specific information as to the use of the Subgrantee Allocation, including a revised and more detailed Budget in form and content prescribed by the Authority.

(e) Staffing. All activities to be taken or performed by Subgrantee in connection with the use of the Subgrantee Allocation for the Eligible Uses, including those activities set forth on Exhibit A attached hereto, shall be performed by Subgrantee, its employees and those other development partners identified by Subgrantee in its application for the Subgrantee Allocation. Subgrantee shall promptly notify the Authority of any change in the composition or membership of its development partners assigned to each Project.

(f) Project Performance. The proceeds of the Subgrantee Allocation shall be expended in accordance with the Project Schedule attached hereto as Exhibit C (the “Project Schedule”). Subgrantee shall timely complete, or cause to be completed, the Project in a good and workmanlike manner with the highest industry standards and in accordance with the Budget and the Performance Standards set forth in this Agreement, and Subgrantee acknowledges that (i) time is of the essence with respect to each of the Obligation deadlines and milestones set forth therein, and (ii) failure by the Subgrantee to achieve such deadlines or milestones and/or failure by the Subgrantee to make sufficient progress (as determined in the Authority’s sole discretion) in the Obligation of the Subgrantee Allocation within three (3) months of the date of this Agreement shall entitle the Authority to exercise its remedies under this Agreement, including, without limitation to withhold or reduce further disbursement of the Subgrantee Allocation or take any other action which the Authority may deem appropriate. Notwithstanding the foregoing, the Authority, in its sole and absolute discretion, may at any time, and from time to time, extend the deadlines and milestones set forth in the Project Schedule.

(g) Performance Monitoring. The Authority may inspect or monitor, or retain third parties to inspect or monitor, Subgrantee’s compliance with the terms, conditions, and covenants of this Agreement,

Subgrantee's use of the Subgrantee Allocation, the Property and the performance of Subgrantee against all obligations and covenants set forth in this Agreement, including the Exhibits attached hereto, and such other standards established by the Authority from time to time in its sole discretion (collectively, the "Performance Standards"). Without limiting anything in this Agreement, Subgrantee's failure to meet such Performance Standards shall constitute a default of this Agreement. To the extent Subgrantee does not correct such default within a reasonable period of time after being notified by the Authority (but no more than ten (10) days after such notification), the Authority may terminate this Agreement by written notice to Subgrantee and take any other actions available pursuant to this Agreement or by law.

(h) Consultants. The Authority shall have the right (but not the duty) to employ such consultants as it may deem appropriate from time to time to: (a) review and make recommendations regarding Subgrantee's use of the Subgrantee Allocation, (b) review and make recommendations regarding any elements of a Request for Disbursement of the Subgrantee Allocation, (c) monitor Subgrantee's performance under, and its compliance with the terms of this Agreement, the NSP III Laws and the directives of HUD, the Authority, the State or other governmental agency, (d) obtain information and documentation respecting Subgrantee's receipt of the Subgrantee Allocation and (e) perform such other services as the Authority from time to time may require, all solely on behalf of the Authority. Neither the Authority nor any such consultants shall be deemed to have assumed any responsibility to, or be liable to, Subgrantee with respect to any actions taken or omitted by the Authority or such consultants pursuant to this Section.

7. Disbursement of NSP III Funds

(a) Compliance by Subgrantee; Amount of Subgrantee Allocation. It is expressly agreed and understood that the Authority's obligation to disburse the Subgrantee Allocation to Subgrantee under this Agreement from time to time shall be conditioned upon Subgrantee's full and timely compliance with all the terms of this Agreement, including completing the Project as provided herein and using the Subgrantee Allocation solely for Eligible Uses, and the other conditions set forth herein. In no event shall the amount of NSP III Funds to be disbursed to Subgrantee exceed the Subgrantee Allocation. Without limiting the foregoing, the Authority may immediately cease all or any disbursements to Subgrantee to the extent the Authority determines, in its sole discretion, that Subgrantee is using the Subgrantee Allocation in any manner which is not in compliance with the NSP III Program, the National Objective, the Eligible Uses or the terms of this Agreement.

(b) Disbursements. The Authority shall disburse the Subgrantee Allocation to Subgrantee from time to time in periodic payments as provided, and upon the conditions contained in this Agreement. Disbursements to Subgrantee of the Subgrantee Allocation shall be made in accordance with the Budget, the Project Schedule and in accordance with Subgrantee's Performance Standards provided herein. To the extent permitted under the NSP III Laws, expenses for general administration, shall be paid in accordance with Subgrantee's Performance Standards. Subgrantee's financial management system shall be in compliance with the standards specified in 24 CFR 84.21 and any payment to be made by the Authority hereunder may, at the Authority's sole option, be contingent upon certification that Subgrantee's financial management system is in compliance with such standards.

(c) Escrow Payouts. The Subgrantee Allocation may be made through escrow with a title insurance company chosen by Subgrantee (and approved by the Authority) and upon such escrow terms

and conditions as the Authority shall determine in its sole discretion. In such case, Subgrantee shall execute such escrow agreement (the “Escrow Agreement”) with the title company as the Authority determines in its sole discretion is necessary or appropriate to protect the Authority’s interests.

(d) Frequency of Payouts. Disbursements of NSP III Funds shall be made from time to time as the conditions precedent to such disbursements, the Performance Standards and milestones provided herein are met by Subgrantee as determined by the Authority in its sole discretion, provided that such disbursements shall be made no more frequently than once in each calendar month (unless otherwise permitted by the Authority in its sole discretion).

(e) General. Without limiting the foregoing, the Authority shall pay to Subgrantee proceeds from the Subgrantee Allocation only to the extent consistent with the approved Budget and the Authority’s policies in effect from time to time concerning such payments and only to the extent Subgrantee is in full compliance with all its obligations under this Agreement, including delivering to the Authority such information as the Authority may request from time to time as a condition to making such payment. Payments will be made for eligible expenses actually incurred by Subgrantee, and shall not exceed actual cash requirements. In addition, subject to the NSP III Laws, the Authority reserves the right to retain and apply portions of the Subgrantee Allocation under this Agreement for costs incurred by the Authority on behalf of Subgrantee.

8. Conditions Precedent to Disbursement of the Subgrantee Allocation.

(a) Closing Documents. As a condition precedent to the Authority executing this Agreement, the Subgrantee shall deliver to the Authority three (3) executed copies of this Agreement and such other documents as the Authority, in its sole discretion, may require, including, without limitation, those items described in subsection (b) below, all in form and substance acceptable to the Authority.

(b) Other Showings. The Subgrantee shall deliver to the Authority the following documents or showing, in form and substance satisfactory to the Authority:

i. Subgrantee’s Organizational Documents

A. Resolution or ordinance of the Subgrantee certified by the municipal clerk of the Subgrantee or other authorized municipal officer acceptable to the Authority, dated not more than thirty (30) days prior to the Effective Date, authorizing the transactions contemplated by this Agreement;

B. Certificate of Incumbency of the Subgrantee indicating those officers who are authorized to execute and deliver the applicable documents required by this Paragraph 8, together with specimen signatures of those officers, certified by an authorized officer of the Subgrantee, dated not more than thirty (30) days prior to the Effective Date.

ii. Financial Information. Such financial information of Subgrantee as the Authority may request, including financial statements, cash flow statements, projections or sources and uses of the Subgrantee Allocation, certified by Subgrantee to be true and correct (and if required by the Authority,

certified by an outside accountant as being true and correct), and in such format and containing such detail and financial information as the Authority shall require in its sole discretion, which information shall evidence that Subgrantee has the independent financial capability to perform and complete the Project in a good and workmanlike manner, in accordance with all NSP III Law and as otherwise provided in this Agreement.

iii. Bank Account. Evidence that Subgrantee has established a separate bank account for NSP Funds so as not to commingle the Subgrantee Allocation with other funds of the Subgrantee.

iv. Exhibits. Subgrantee shall have executed and submitted to the Authority: the Certification in the form attached hereto as **Exhibit D**; a Debarment Certification in the form attached hereto as **Exhibit E**; a Taxpayer Identification Number in the form attached hereto as **Exhibit F**; a Books and Records Certification in the form attached hereto as **Exhibit G**; a State of Illinois Drug Free Workplace Certification the form attached hereto as **Exhibit H**; a Federal Drug Free Workplace Certification in the form attached hereto as **Exhibit I**; a certification the form attached hereto as **Exhibit J**; a Notice Regarding Privacy Act in the form attached hereto as **Exhibit K**; upon the hiring of a general contractor for each Property a completed form of Identity of Interest Affidavit in the form attached hereto as **Exhibit L**; and a Lobbying Certificate in the form attached hereto as **Exhibit J** and from each general contractor as required herein.

v. Other Items. Such other reports, calculations, documents and information as the Authority shall require from time to time in its sole discretion.

(c) **General.** Disbursement requests may be made by Subgrantee monthly, or at such longer intervals (but in no event more frequently than one disbursement per month) as Subgrantee may determine. Prior to any disbursement of the Subgrantee Allocation to Subgrantee by the Authority:

i. Conditions. All conditions precedent to such disbursement set forth herein as required under the applicable NSP III Law and this Agreement shall have been satisfied by Subgrantee in the sole discretion of the Authority; and

ii. Default. No default shall have occurred under this Agreement by Subgrantee and no event, circumstance or condition shall have occurred or shall exist which, with the passage of time or the giving of notice, would constitute a default under this Agreement by Subgrantee.

(d) **Request for Disbursement.** At least twenty (20) business days prior to, and as a condition precedent of, each disbursement of the Subgrantee Allocation by the Authority, Subgrantee shall furnish to the Authority the following documents regarding such disbursement:

i. Request for Disbursement. Subgrantee's written request for disbursement of the Subgrantee Allocation ("**Request for Disbursement**") which shall, among other things, specify the amount of the requested disbursement (which shall be consistent with the terms provided in this Agreement); direct the Authority to disburse such proceeds of the Subgrantee Allocation in accordance with this Agreement; and be deemed to certify to the Authority, as of the date of the applicable Request for Disbursement, that:

A. no default by Subgrantee, or condition or event which, with the giving of notice or passage of time, or both, would constitute default by Subgrantee, exists under this Agreement;

B. the representations and warranties of Subgrantee contained in this Agreement are true and correct; and

C. Subgrantee has used and shall continue to use the Subgrantee Allocation in accordance with the NSP III, the National Objective, the Eligible Use and this Agreement.

D. Subgrantee and the Project, as applicable, shall be in compliance with the terms, conditions and covenants of this Agreement, including, without limitation, those Environmental Conditions set forth in Section 11 below.

ii. Construction Documents. Such construction documents, as applicable, for each Project related to such Request for Disbursement as the Authority may require in its sole discretion, including sworn owner's statements, sworn contractor's statements, lien waivers and such other documents for each Request for Disbursement as required under the Escrow Agreement or otherwise reasonably requested by the Authority.

iii. Environmental Audit and Clearances. To the extent not previously delivered by the Subgrantee to the Authority, such environmental assessments and, if required by the Authority for each Property, archeological studies of the Project, as the Authority may, in its sole discretion require, performed by a company acceptable to the Authority including, without limitation, a "Phase I" Environmental Site Assessment prepared, at a minimum to the current ASTM E1527 Standard Practice for Environmental Site Assessments, any "Phase II assessments", and any follow-up or additional tests and audits recommended therein, or required by the Authority, together with a certification by such company in form and substance acceptable to the Authority, and all required Clearance and Release of Funds certification(s) issued by HUD or the Authority evidencing its satisfaction of the Environmental Review Requirements with respect to the each Project and Property. The foregoing must be completed in accordance with the provisions of the National Environmental Policy Act of 1969 and the related authorities listed in the implementing regulations at 24 CFR, Parts 50, 51, 55 and 58, and 36 CFR 800, as set forth in Section 92.352 of the HOME Regulations. Subgrantee may not expend any funds for activities until the Authority has notified Subgrantee in writing that the environmental review is complete.

iv. Budget. To the extent not previously delivered by the Subgrantee to the Authority, a Budget, or an amended Budget if so requested by the Authority, reflecting such line items or cost categories as required and approved by the Authority and as necessary for completion of the Project in accordance with this Agreement, including detailed information as to the support of the amounts set forth on the Budget.

v. *Insurance.* To the extent not previously delivered by the Subgrantee to the Authority, evidence that Subgrantee has satisfied all insurance requirements as set forth in this Agreement and as required by NSP III Law.

vi. *Other Items.* Such other reports, calculations, documents and information as the Authority shall require from time to time in its sole discretion as a condition to disbursement of the Subgrantee Allocation to Subgrantee.

9. Representations and Warranties of Subgrantee. To induce the Authority to enter into this Agreement and award and disburse NSP III Funds to Subgrantee. Subgrantee hereby represents, covenants and warrants to the Authority as follows:

(a) No Violation of Legal Requirements. Subgrantee's use of the Subgrantee Allocation, Subgrantee's actions in completing the Project and the Property purchased, developed, improved, sold or rented by Subgrantee with the Subgrantee Allocation do not and will not violate or conflict with any applicable law, statute, ordinance, rule, regulation or order of any kind, including any NSP III Law, or any zoning, building, land use, noise abatement, environmental, hazardous substance or materials, occupational health and safety laws.

(b) Necessary Permits. All governmental permits, approvals and licenses required by applicable law to complete the Project, including the purchase, development, improvement, sale or rental of any Property, have been validly issued and are in full force or, if the present stage of the Project does not allow the issuance of all such permits, approvals and licenses, then as the Project progress, Subgrantee shall promptly obtain such licenses, approvals and permits as and when they become available.

(c) Adequacy of Subgrantee Allocation. The description of the Project, the Eligible Use and the scope of services set forth on **Exhibit A** attached hereto fully and completely describes the Project, the Eligible Use and all uses of the Subgrantee Allocation by Subgrantee and all labor, material and equipment required by Subgrantee to properly perform each stated activity. The amount of the Subgrantee Allocation thereof are sufficient for Subgrantee to properly perform each activity in accordance with this Agreement.

(d) Organization. To the extent Subgrantee is a corporation, limited partnership or limited liability company, it is duly existing and in good standing under the laws of the state of its formation.

(e) Authorization; No Conflict. Subgrantee's execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement are within its powers, have been duly authorized by all necessary company action, have been executed by the duly authorized and proper equity owners of Subgrantee, require no governmental, regulatory or other approval that has not been previously obtained, and do not and will not contravene or conflict with any provision of (i) law, (ii) any judgment, decree or order binding upon Subgrantee or (iii) Subgrantee's organizational documents, and do not and will not contravene or conflict with, or cause any lien to arise under, any provision of any agreement or instrument binding upon Subgrantee.

(f) Validity and Binding Nature. This Agreement is a legal, valid and binding obligation of Subgrantee enforceable against Subgrantee in accordance with its terms, except as such enforceability

may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights generally, subject to general principles of equity.

(g) Accuracy of Information. All information heretofore or contemporaneously furnished by Subgrantee to the Authority for purposes of or in connection with this Agreement or obtaining the Subgrantee Allocation is, and all other information hereafter furnished by Subgrantee to the Authority will be, true and accurate in every material respect on the date as of which such information was or is so provided to the Authority. Subgrantee has not omitted and will not omit any material fact necessary to prevent such information from being false or misleading. Subgrantee has disclosed to the Authority in writing all facts which Subgrantee reasonably believes could materially and adversely affect the business, properties, financial condition or results of operations of Subgrantee, or any of its equity owners, principals or employees, or the use of the Subgrantee Allocation by Subgrantee or its performance under this Agreement.

(h) Compliance with Applicable Laws. Subgrantee shall at all times remain in compliance with the requirements of all applicable laws (including all NSP III Laws), rules, regulations, and orders of all governmental authorities (federal, state, local or foreign).

(i) Litigation and Contingent Litigation. No litigation, arbitration proceedings, governmental proceedings or investigations or regulatory proceedings are pending, or to Subgrantee's best knowledge, threatened against Subgrantee or any of its equity owners, principals or employees that would prohibit Subgrantee from entering into this Agreement. In addition, there are no inquiries, formal or informal, which might give rise to such actions, proceedings or investigations of which Subgrantee has knowledge that would prohibit Subgrantee from entering into this Agreement.

(j) Continuation of Representations and Warranties. The representations and warranties made in this Agreement shall remain true and correct at all times hereafter so long as any part of the Subgrantee Allocation shall remain outstanding. Each Request for Disbursement of the Subgrantee Allocation to Subgrantee from the Authority shall constitute a reaffirmation that these representations and warranties are true as of the date of such Request for Disbursement and will be true on the date of the disbursement to Subgrantee.

(k) Subrecipient. If Subgrantee is a Subrecipient, Subgrantee shall at all times remain in compliance with the requirements of all applicable laws (including all NSP III Laws), rules, regulations, and orders of all governmental authorities (federal, state, local or foreign) applicable to Subgrantee as a result of such classification.

10. General Provisions

(a) General Compliance. Subgrantee shall comply with the requirements of Title 24 of the CFR, Part 570 ("24 CFR 570") (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants ("CDBG")) as supplemented or modified pursuant to the October 2008 Notice and the June 2009 Notice and all other rules or guidance promulgated by HUD or the Authority from time to time. However, if Subgrantee is not a unit of local government, then (1) Subgrantee does not assume the Authority's environmental responsibilities described in 24 CFR 570 and (2) Subgrantee does not assume the Authority's responsibility for initiating the review process under the

provisions of 24 CFR Part 52. Subgrantee shall comply with all other applicable NSP III Laws in connection with this Agreement in the use of the Subgrantee Allocation. Subgrantee shall utilize the Subgrantee Allocation to supplement rather than supplant funds otherwise available.

(b) No Power to Bind. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Nothing in this Agreement shall make either party the legal representative or agent of the other nor shall either party have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against, in the name of or on behalf of, the other party. Without limitation of the foregoing, Subgrantee acknowledges and agrees that Subgrantee is not entitled to any employment status, benefits or rights that the Authority or the State may provide from time to time to the Authority's or State's employees. Further, notwithstanding the execution of this Agreement by the Authority, the same shall not be deemed to constitute the Authority a venturer or partner of or in any way associated with Subgrantee nor shall privity of contract be presumed to have been established with any third party.

(c) Capital Requirement. If it appears at any time or from time to time that the unadvanced portion of the Subgrantee Allocation will be insufficient to pay all costs to be incurred in connection with the timely accomplishment of the activities to be taken or performed by Subgrantee in connection with the use of the Subgrantee Allocation for the Eligible Use for Eligible Uses activities on the Property or Properties as set forth in the Budget and as otherwise provided herein, Subgrantee shall contribute the additional capital which may be required in addition to the Subgrantee Allocation to timely and fully accomplish the Project. Subgrantee's failure to deposit said amounts with the Authority within ten (10) days of Authority's written request therefor as required under this Section shall constitute an immediate default under this Agreement.

(d) Insurance and Bonding. Subgrantee shall keep all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the Property or Properties continuously insured against loss or damage by fire or other hazards (including, if applicable, mining subsidence insurance), and such other appropriate insurance as may be required by the Authority, all of which shall be commercially reasonable in nature and consistent with applicable NSP III Laws and in form and substance reasonably satisfactory to the Authority, including, without limitation of the generality of the foregoing, rent loss insurance, business interruption insurance and flood insurance (if and when the Project lies within an area designated by an agency of the Federal government as a flood risk area). Subgrantee shall also provide liability insurance with such limits for personal injury and death and property damage as the Authority may reasonably require, such limits to be commercially reasonable and consistent with applicable NSP III Laws. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to the Authority, with such other endorsements as may be reasonably required by the Authority from time to time, attached to all policies in favor of and in form satisfactory to Authority. Subgrantee shall deliver all policies, including additional and renewal policies, to the Authority, and shall deliver renewal policies to the Authority not less than ten (10) days prior to the respective dates of expiration of such policies. In addition, Subgrantee shall keep sufficient insurance coverage to protect assets from loss due to theft, fraud and/or undue physical damage, including a blanket fidelity bond covering all employees in an amount equal to funds advanced from the Authority. Without limiting the foregoing, Subgrantee shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance. During construction, if applicable, Subgrantee shall also

procure, or cause to be procured, a performance bond and labor and material payment bond in an amount equal to 100% of the contract sum shall be required by Subgrantee and each bond shall be in a form approved by the Authority.

(e) Authority Recognition. Subgrantee shall at all times during the Term recognize and reasonably publicize the role of the Authority in providing the Subgrantee Allocation to Subgrantee. Without limiting the foregoing, all activities, facilities and items utilized by Subgrantee pursuant to this Agreement or in connection with the Subgrantee Allocation shall prominently display that the Authority, in conjunction with the U.S. Department of Housing and Urban Development, has provided the Subgrantee Allocation to Subgrantee. In addition, Subgrantee shall include a reference to the support provided by HUD and the Authority in all publications made possible with the Subgrantee Allocation under this Agreement or otherwise relating to the Project.

(f) Payments to the State. Subgrantee represents and warrants to the Authority that it is not delinquent in the payment of any debt to the State of Illinois (or if delinquent it has entered into a deferred payment plan with the State of Illinois to pay the debt). Subgrantee acknowledges the Authority may declare an Event of Default hereunder if (i) the representation and warranty contained in this Section 10(f) was false when made by Subgrantee or (ii) Subgrantee becomes delinquent in payment to the State of Illinois at any time during the term of this Agreement and has not entered into a deferred payment plan to pay such debt to the State.

(g) Debarment. The Subgrantee shall (i) certify that the Subgrantee has not been excluded, hereinafter known as “debarred” from any governmental contracts, including but not limited to the form of Debarment Certificate attached hereto and made a part hereof as **Exhibit E**, and (ii) maintain evidence satisfactory to the Authority that no contractors involved in the rehabilitation of a Project has been debarred from any governmental contracts during their involvement with a Project.

(h) The Subgrantee certifies that as of the date hereof, and at all times thereafter, the Subgrantee has not been convicted of a violation under federal law relating to an election for federal office and the Subgrantee does not employ any individual that is in violation of the foregoing. Section 1479(a)(7)(B) defines applicable individuals with respect to the foregoing.

(i) No Defaults. The Subgrantee by this Agreement certifies that as of the date hereof, and at all times hereafter, Subgrantee has satisfied and shall 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 of Illinois, or any political subdivision thereof.

(j) Registration and Reporting Requirements under FFATA. Subgrantee shall comply with all reporting and other applicable requirements as set forth in the Federal Funding Accountability and Transparency Act of 2006, as may be amended from time to time (P.L. 109-282 – Sept. 26, 2006 including implementing guidance (“FFATA”). In furtherance of the foregoing, and as a condition precedent to the disbursement of any of the Subgrantee Allocation, Subgrantee shall apply for a DUNS number and register with the Central Contractor Registration, and provide such reporting information thereafter as required under FFATA.

(k) No Excessive Force. The Subgrantee agrees that it has adopted and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to, or exit from, a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

(l) Hiring of Employees. Subgrantee shall, to the maximum extent feasible, provide for the hiring of employees who reside in the vicinity, as such term is defined by the Secretary of HUD, of projects funded under the NSP III Program or contract with small businesses that are owned and operated by persons residing in the vicinity of such projects and Subgrantee shall also comply with 24 CFR 135.3(a)(3)(ii). The foregoing requirement does not replace the responsibilities of the Subgrantee under Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and the implementing regulations 24 CFR Part 135, except to the extent the obligations may be in direct conflict. HUD defines “vicinity” for the NSP III Program as being the area of greatest need and small business means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, 42 U.S.C. 5302(a)(23).

(m) Rents. Affordable rents are identified as the amount that a family of a HUD-adjusted area median income could afford without spending more than 30% of their income on rent. For the purpose of this program these affordable rents shall be defined as “Gross Rents” and shall be the maximum rents, including utilities, that can be charged to eligible tenants, according to the income target of that unit. The owner of the building can select the Gross Rents which are based on the corresponding income levels up to 120% of median income in determining the appropriate rents. The rent charged for a particular unit will always be the lesser of the established rent limit or fair market rent for the area. The rent levels for NSP assisted properties shall follow the maximum “HIGH” and “LOW” HOME rents established by HUD for the HOME Investment Partnership Program for households at very-low and low income levels. Other rent levels under NSP are calculated based on extrapolation from the LOW HOME rents (50% area median income.) The State’s current Schedule of Maximum Monthly Gross Rents for the Neighborhood Stabilization Program is posted on the IHDA website at www.ihda.org. Changes in the NSP rent schedule may occur based on changes in the annual HUD published HOME rent schedule; and will be updated on the IHDA website. To ensure that NSP funding yields affordable housing over the long-term, rent and occupancy requirements will be imposed over the length of an affordability period. IHDA will follow the HOME regulations on periods of affordability as described in 24 CFR Part 92.252(e) and 24 CFR Part 92.254 (a)(4). The length of the affordability period depends on the amount of the NSP investment in the property and the method by which the affordability restrictions are enforced. For the eligible activities involving homeownership, an income-eligible household must purchase the home. The home may be subject to Resale or Recapture provisions as described in the HOME regulations. The home must continue to be owned by this household and occupied as their primary residence for the affordability period described below. If the home assisted with NSP funds is sold during the affordability period, recapture provisions will apply under the Recapture Method or repayment of the NSP subsidy under the Resale Method. Under the Recapture method, a recapture agreement and mortgage will be recorded to secure the affordability period and applicable amount will be recaptured in accordance with the above recapture provisions upon transfer or sale of property. Under the Resale method, a land use restriction agreement will be recorded to secure the affordability period and applicable amount will be repaid upon transfer or sale of property. For any sale of a NSP home to a homeowner using the Resale Method, the Subgrantee must cause a resale agreement to be entered into between the Authority and the homeowner

and provide a copy of the same to the Authority. For rental housing projects, when units become vacant during the affordability period, subsequent tenants must be income-eligible and must be charged no more than the applicable NSP affordable rents. A land use restriction agreement will be recorded against the land upon which the improvements are situated to ensure that the income restrictions apply to subsequent renters and funds are recovered if any sale should occur

(n) Sales Price Requirement to a Homeowner. Subgrantee shall comply with Section 2301(d)(3) of HERA which requires that if an abandoned or foreclosed-upon home or residential property is purchased, redeveloped, or otherwise sold to an individual as a primary residence, then such sale shall be in an amount equal to or less than the cost to acquire and redevelop or rehabilitate such home or property up to a decent, safe and habitable condition. Sales and closing costs are eligible redevelopment or rehabilitation costs under the NSP III Program. The maximum sales price for a property is determined by aggregating all of the costs of acquisition, rehabilitation and redevelopment (including related activity delivery costs, which generally may include, among other items, costs related to the sale of the property. Subgrantee must maintain in its records sufficient documentation about the purchase and sale amounts of each property and the sources and uses of funds for each activity so the Authority and HUD can determine whether the grantee is in compliance with this requirement.

11. Environmental Conditions/Green Initiatives

(a) Subgrantee agrees to comply with the following requirements insofar as they apply to Property or Properties or the performance of this Agreement:

(i) All gut rehabilitation (i.e., general replacement of the interior of a building that may or may not include changes to structural elements such as flooring systems, columns or load bearing interior or exterior walls) or new construction of residential buildings up to three stories must be designed to meet the standard for Energy Star Qualified New Homes.

(ii) All gut rehabilitation or new construction of mid or high-rise multifamily housing must be designed to meet American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Standard 90.1-2004, Appendix G plus 20 percent (which is the Energy Star standard for multifamily buildings piloted by the Environmental Protection Agency and the Department of Energy).

(iii) Other rehabilitation must meet these standards to the extent applicable to the rehabilitation work undertaken, e.g., replace older obsolete products and appliances (such as windows, doors, lighting, hot water heaters, furnaces, boilers, air conditioning units, refrigerators, clothes washers and dishwashers) with Energy Star labeled products.

(iv) Water efficient toilets, showers, and faucets, such as those with the WaterSense label, must be installed.

(v) Where relevant, the housing should be improved to mitigate the impact of disasters (e.g., earthquake, hurricane, flooding, and fires).

(vi) HUD also encourages the adoption of energy efficient and environmentally-friendly green elements as part of NSP III Program design. Attachment C to the

NSP III Notice describes in more detail how energy efficient and environmentally-friendly green elements can be incorporated and additional tools on incorporating green rehabilitation standards can be found on the NSP Resource Exchange at www.hud.gov/nspta. Where feasible, IHDA encourages Subgrantee to incorporate energy efficient and environmentally friendly elements in the NSP III activity.

(vii) Clean Air Act, 42 U.S.C., 7401, *et seq.*;

(viii) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(ix) Environmental Protection Agency regulations pursuant to 40 CFR Part 50, as amended; and

(x) Toxic Substances Control Act (15 U.S.C. Sec. 2601 *et seq.*).

(b) Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Subgrantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

(c) Lead-Based Paint. Subgrantee agrees that NSP III funded activities are governed by 24 CFR 35 subpart A, B, J, K, and R. Such regulations pertain to all NSP III Program assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the Property, abatement measures shall be undertaken as required by applicable law. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

(d) Historic Preservation. Subgrantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires approval from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties or that are included on a Federal, state, or local historic property list.

12. Indemnification.

(a) Subgrantee shall indemnify the Authority and the Authority's officers, directors, members, agents, employees, or servants against, and hold them harmless from, liabilities, claims, damages, losses and expenses, including, but not limited to, legal defense costs, attorneys' fees, and settlements or judgments, in any claim or lawsuit arising out of the Subgrantee's performance of this Agreement or any actions in connection with any Project or with any Property brought against the Authority, or the Authority's officers, agents, employees or servants.

(b) If a claim or suit is brought against the Authority or the Authority's officers, agents, employees or servants for which the Subgrantee is responsible pursuant to subparagraph (a) of this Paragraph 12, the Subgrantee shall defend the Authority, at the Subgrantee's cost and expense, with counsel selected by the Authority, and will pay any resulting claims, judgments, damages, losses, expenses or settlements against the Authority or the Authority's officers, agents, employees or servants, including, but not limited to, attorneys' fees.

13. Amendments. The Authority and Subgrantee may amend this Agreement, including the Exhibits hereto, at any time provided that such amendment is in writing and signed by a duly authorized representative of each of the Authority and Subgrantee, and is approved by the Authority's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Authority or Subgrantee from its obligations under this Agreement, except as specifically amended. the Authority may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of the Project, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Authority and Subgrantee.

14. Suspension or Termination.

(a) The Authority may suspend or terminate this Agreement, and cease all disbursements of the Subgrantee Allocation, if Subgrantee fails, in the sole and absolute discretion of the Authority, to comply with any terms of this Agreement, which include (but are not limited to) the following:

i. Failure of Subgrantee to comply with any of the rules, regulations or provisions governing the NSP III Program, including those referred to herein, or such statutes, regulations, executive orders and guidelines, policies or directives as may become applicable at any time from HUD, the Authority, the State or any other federal, state or local governmental agency;

ii. Failure, for any reason, of Subgrantee to fulfill in a timely and proper manner any of its obligations under this Agreement or Subgrantee otherwise being in breach of this Agreement, including, without limitation the failure by the Subgrantee to achieve such deadlines or milestones set forth in the Project Schedule unless otherwise extended by the Authority in its sole and absolute discretion pursuant to the terms hereof;

iii. Failure of Subgrantee to cause the Subgrantee Allocation to fully disbursed on or prior to March 4, 2013;

iv. Failure of any representation or warranty to be true and correct at any time;

- v. Ineffective or improper use of the Subgrantee Allocation;
- vi. Submission by Subgrantee to the Authority of documents, reports or information that are incorrect or incomplete in any material respect.
- vii. The existence of any collusion, fraud, dishonesty or bad faith by, or with the acquiescence of, Subgrantee or any of its principals, equity owners, officers, directors, managers, employees, representatives or agents which in any way relates to or affects the Subgrantee Allocation;
- viii. Subgrantee (A) is voluntarily adjudicated a bankrupt or insolvent or consents to or does not contest the entry of an order for relief against it as debtor; or (B) seeks, consents to or does not contest the appointment of a receiver, trustee, custodian or other similar official for itself or for all or any part of its property; or (C) files a petition or commences any case, proceeding or other action seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts or other relief under any law relating to bankruptcy, insolvency, arrangement, reorganization, receivership, or other debtor relief under the laws of the United States or any state or any other competent jurisdiction;
- ix. (A) a petition is filed, or any case, proceeding or other action is commenced against Subgrantee seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts or other relief under any law relating to bankruptcy, insolvency, arrangement, reorganization, receivership, or other debtor relief under the laws of the United States or any state or other competent jurisdiction; or (B) a court of competent jurisdiction enters an order for relief against it as debtor, or an order, judgment or decree is entered appointing, with or without the consent or contest of Subgrantee, a receiver, trustee, custodian or other similar official for it, or for all or any part of its property, and in the case of either (A) or (B) such petition, case, proceeding, action, order, judgment or decree shall not be stayed within 60 days after the entry thereof or shall not be dismissed within 60 days after being commenced;
- x. Subgrantee dissolves, liquidates, suspends or discontinues its business; or
- xi. Subgrantee fails to meet any of the Performance Standards or milestones set forth herein;
- xii. Subgrantee fails to make sufficient progress (as determined in the Authority's sole discretion) in the Obligation of the Subgrantee Allocation within three (3) months of the date of this Agreement.

(b) Termination for Convenience. This Agreement may be terminated for convenience by the Authority, in whole or in part, for any or no reason by providing at least sixty (60) days written notice to Subgrantee setting forth the effective date of such termination, and, in the case of partial termination, the portion to be terminated. Upon termination of this Agreement, the Authority shall have no further obligations to Subgrantee. Termination or expiration of this Agreement shall have the effect of terminating all obligations of the Authority hereunder and Subgrantee shall immediately return to the

Authority all NSP assets, including unexpended proceeds of the Subgrantee Allocation, program income, program revenue and equipment.

(c) Authority Remedies. Upon the occurrence of any default of this Agreement by Subgrantee, the Authority shall have the right to (x) immediately terminate or suspend this Agreement and cease all further distributions of Subgrantee Allocation as provided above, accelerate any loans, recapture any grants or awards and cancel any prior loan forgiveness, if applicable, and (y) pursue all other remedies conferred upon the Authority by law or in equity.

(d) Survival of Certain Obligations. Upon termination of this Agreement for any reason, Subgrantee shall continue to be bound by, and shall continue to comply with, all applicable NSP III Laws, including, without limitation, all applicable affordability restrictions required under all applicable NSP III Laws and Section 15(d) below.

15. Special Conditions

(a) Priority for Areas of Greatest Need. Subgrantee shall use the Subgrantee Allocation solely for the benefit of the NSP III Areas of Greatest Need.

(b) Acquisition of Real Estate. To the extent Subgrantee uses the Subgrantee Allocation granted to Subgrantee to acquire Foreclosed homes or residential property as contemplated by the NSP III Program, Subgrantee shall purchase, develop, improve, sell and rent such real property in accordance with all NSP III Laws, including the following:

i. Subgrantee's acquisition price for any foreclosed upon real property purchased with the assistance of the Subgrantee Allocation shall be at a discount from the Current Market Appraised Value; and

ii. The minimum discount on any single foreclosed upon piece of property shall be not less than 1% below the Current Market Appraised Value or such other discount percentage as published by HUD or as the Authority otherwise determines from time to time.

(c) Compliance with NSP Manual. Subgrantee shall comply, and shall cause the Project to comply, with all NSP III Laws and all terms, conditions, covenants, provisions and restrictions identified in the NSP Manual in connection with the Eligible Uses to be undertaken by Subgrantee and the application of the Subgrantee Allocation, including, without limitation, the income limits, rental limits and rehabilitation standards, as applicable, set forth therein and attached hereto as **Exhibit N** and **Exhibit Q**. Subgrantee shall further comply, and cause the Project to comply, with all other rules, regulations and guidance otherwise promulgated by HUD or the Authority from time to time. In addition, Subgrantee shall comply with all the provisions in the NSP Manual relating to the procedures and forms to be used.

(d) Continued Affordability.

(i) Subgrantee shall ensure that the sale, rental, improvement or redevelopment of Abandoned and Foreclosed homes and residential properties purchased or rehabilitated with the Subgrantee Allocation remain affordable to individuals or families whose income does not exceed 120% of area median income. Subgrantee shall utilize such portion of the Subgrantee Allocation

as identified on **Exhibit A** (or such other amount acceptable to the Authority) for Properties that are affordable to individuals and families whose income does not exceed 50% of area median income. **Exhibit P** sets forth the amount of the Subgrantee Allocation designated to benefit individuals or families whose income does not exceed 50% of the area median income. Without limiting the foregoing, Subgrantee shall cause, simultaneous with the acquisition of any real property acquired with the Subgrantee Allocation, a Regulatory and Land use Restriction Agreement in the form and substance prepared by and required by the Authority, which agreement shall be recorded in the public records in which such real property is located as applicable (the "Regulatory Agreement").

(ii) Subgrantee shall require that every purchaser under the NSP Home Buyer Program or individual recipient of a financing mechanism pursuant to the NSP Residential Financing Program shall receive and complete at least eight (8) hours of homebuyer counseling from a HUD-approved housing counseling agency before purchasing a home from or obtaining a mortgage loan pursuant to the NSP III Program. The Subgrantee must ensure that the homebuyer obtains a mortgage loan from a lender who agrees to comply with the bank regulators' guidance for non-traditional mortgages per the Statement on Subprime Mortgage Lending issued by the Office of the Comptroller of the Currency, Board of Governors of the Federal Reserve System, Federal Deposit Insurance Corporation, the Department of the Treasury and the National Credit Union Administration at <http://www/fdic.gov/regulations/laws/rules/5000-5160.html>. Subgrantee must design its NSP III Program to comply with the foregoing requirement and must document compliance in the records for each homebuyer and provide evidence of such compliance to the Authority.

(iii) Subgrantee shall comply and cause any sub-subgrantee to comply, with the HOME program affordability standards at 24 CFR 92.252(a), (c), (e) and (f), and 92.254, as applicable. If the Subgrantee Allocation is used to assist a real property that was previously assisted with HOME funds, but on which the affordability restrictions were terminated through foreclosure or transfer in lieu of foreclosure pursuant to 24 CFR part 92, Subgrantee shall revive the HOME affordability restrictions for the longer of the remaining period of HOME affordability or the continuing affordability requirements of this Agreement. Such affordability restrictions shall remain in place with respect to each Property for such period of time (the "Affordability Period"), as applicable, as set forth on **Exhibit Q** attached hereto. Upon the sale, conveyance or transfer of the fee simple ownership of the Property or Properties to any third party, Subgrantee shall ensure that said transferee complies with the affordability requirements set forth herein and Subgrantee understands and acknowledges that any default or breach of said Regulatory Agreement following such sale, conveyance or transfer shall constitute a violation of this Agreement. Subgrantee further agrees that any agreement entered into by and between the Subgrantee and such transferee shall acknowledge the Authority as an intended third party beneficiary of such agreement.

(e) Procurement. Subgrantee shall comply with the following requirements in procuring equipment, assets or other items and incurring expenditures or expenses:

i. Compliance. Subgrantee shall maintain inventory records of all non-expendable personal property as may be procured with the Subgrantee Allocation provided herein in accordance with 24 CFR Part 570. All program assets (unexpended program income, program revenue, property, equipment and the like) shall revert to the Authority upon termination of this Agreement and Subgrantee shall take all actions necessary or requested by the Authority to cause such assets to so revert to the Authority.

ii. OMB Standards. Unless otherwise specified within this Agreement, if Subgrantee is a Subrecipient, it shall procure all materials, property or services in accordance with the requirements of 24 CFR 84.40–48.

(f) Use and Reversion of Assets. If Subgrantee is a Subrecipient, the use and disposition of real property and equipment acquired with the Subgrantee Allocation shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

i. Funds Remaining Upon Agreement Expiration, Cancellation or Termination. Subrecipient shall transfer to the Authority any proceeds of the Subgrantee Allocation remaining on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination of this Agreement or upon the completion the activities to be taken or performed by Subgrantee in connection with the use of the Subgrantee Allocation on the Property or Properties.

ii. Affordability Compliance. All Property under Subrecipient's control is governed by the continued affordability requirements set forth in this Agreement. If Subrecipient fails to use NSP III Program assisted Property in a manner that meets the National Objective for the prescribed period of time, Subrecipient or its assignee shall pay the Authority an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of The Subgrantee Allocation for acquisition of, or improvement to, the Property.

iii. Equipment. In all cases in which equipment acquired, in whole or in part, with the Subgrantee Allocation under this Agreement is sold, the proceeds from such sale shall be deemed to be program income or program revenue (prorated to reflect the extent to that the Subgrantee Allocation received under this Agreement were used to acquire such equipment). Equipment not needed by Subrecipient for activities under this Agreement shall be (A) promptly transferred to the Authority or (B) retained by Subrecipient after compensating the Authority an amount equal to the current fair market value of such equipment less the percentage of the Subgrantee Allocation used to acquire such equipment.

(g) Limitation on Use of Subgrantee Allocation.

i. If Subgrantee is a State or unit of general local government, Subgrantee shall not use any portion of the Subgrantee Allocation to fund any Project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use; provided, however,

for purposes hereof, public use shall not be construed to include economic development that primarily benefits private entities.

ii. No portion of the Subgrantee Allocation may be used by Subgrantee for any casino or other gambling establishment, aquarium, zoo, golf course or swimming pool.

(h) Limitation on Distribution of Funds. No portion of the Subgrantee Allocation shall be distributed to (i) an organization which has been indicted for a violation under Federal law relating to an election for Federal office; or (ii) an organization which employs applicable individuals. For purposes hereof, the term “applicable individual” means an individual who is (1) (a) employed by an organization in a permanent or temporary capacity; (b) contracted or retained by the organization; or (c) acting on behalf of, or with the express or apparent authority of, the organization; and (2) has been indicted for a violation under Federal Law relating to an election for Federal office.

16. Administrative Requirements

(a) Financial Management.

i. *Accounting Standards.* Subgrantee agrees to comply with the accounting principles and procedures required in 24 CFR 84.21–28, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

ii. *Cost Principles.* Subgrantee shall, as applicable, comply with the policies, guidelines, and requirements of 24 CFR part 85 and OMB Circulars A-87, A-110, A-122, A-133 and A-128, as applicable, as they relate to the acceptance and use of the Subgrantee Allocation. These principles shall be applied for all costs incurred, whether charged on a direct or indirect basis.

iii. *Segregation of NSP III Funds.* Subgrantee shall establish and maintain a separate bank account for the Subgrantee Allocation and shall not commingle the Subgrantee Allocation with other Subgrantee funds.

(b) Documentation and Record Keeping.

i. *Records to be Maintained.* Subgrantee shall maintain all records required by the Federal regulations specified in the October 2008 Notice at Section O, the June 2009 Notice and the NSP III Notice that are pertinent to Subgrantee’s activities to be funded under this Agreement. In addition, Subgrantee shall maintain and supply to the Authority, or to such other person, entity or unit of local government, the Authority may request such records and in such form and in such manner as the Authority prescribes from time to time, including such records necessary for the Authority’s use with the online Disaster Recovery Grant Reporting System. Requirements may include:

- A. Records providing a full description of each activity undertaken;
- B. Records demonstrating that each activity undertaken meets the National Objective;

- C. Records required to determine the eligibility of activities;
- D. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with NSP assistance;
- E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- F. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28;
- G. Records necessary to document compliance with Subpart K of 24 CFR Part 570; and
- H. Other records as determined by the Authority from time to time.

ii. Retention. Subgrantee shall retain all financial records, supporting documents, statistical records and all other records pertinent to the NSP III Program or this Agreement for a period of not less than four (4) years. The retention period begins on the date of the submission of the Authority’s annual performance and evaluation report to HUD in which the activities assisted under this Agreement which are reported for the final time. Notwithstanding the foregoing, if there are litigation, claims, audits, negotiations or other actions that involve any of such records and that have started before the expiration of such four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of such four-year period, whichever occurs later. Records pertaining to program income and program revenue shall be retained for not less than a four (4) year period which begins with the expenditure of the program income and program revenue. Without limiting the foregoing, records pertaining to affordability shall be retained for not less than four (4) years after the Affordability Period expires.

iii. Tenant or Purchaser Data. Subgrantee shall maintain tenant or purchaser data demonstrating eligibility of each such tenant or purchaser for which the Subgrantee Allocation are used. Such data shall include, but not be limited to, name, address, income level or other basis for determining tenant or purchaser eligibility, and a description of service provided. Such information shall be made available to the Authority, its auditors or their designees for review upon request.

iv. Disclosure. Subgrantee agrees that all information regarding tenants or purchasers collected pursuant to this Agreement and in connection with the Project is confidential, and the use or disclosure of such information, when not directly connected with the administration of the Project, is prohibited unless prior written consent is obtained from such tenant or purchaser, and in the case of a minor, that of a responsible parent/guardian.

v. Close-Outs. Subgrantee’s obligation to the Authority shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of NSP program assets (including the return of all unused materials, equipment, unspent proceeds from the Subgrantee Allocation, program income balances, program revenue balances and accounts receivable

to the Authority), determining the custodianship of records and delivering to the Authority any Project documents the Authority requests (collectively, the “Close Out Requirements”). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subgrantee has control over the Subgrantee Allocation, including program income and program revenue.

vi. Audits & Inspections. All Subgrantee records with respect to the Subgrantee Allocation or any matters covered by this Agreement shall be made available to the Authority, State, HUD and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, at the request of such parties and as often as deemed necessary, to audit, examine and make excerpts or transcripts of all relevant data. To the extent Subgrantee is notified of any deficiencies in its records or reports following such audit or exam, Subgrantee shall fully resolve such deficiencies to the satisfaction of the Authority within 30 days after receipt by Subgrantee of notice thereof. Failure of Subgrantee to comply with the above audit and exam requirements will constitute a violation of this Agreement by Subgrantee. If Subgrantee is a Subrecipient, Subgrantee hereby agrees to have an annual agency audit conducted in accordance with current the Authority policy concerning Subrecipient audits and OMB Circular A-133.

17. Program Income and Program Revenue

Subgrantee shall report all program income and program revenue (as provided in Section N of the October 2008 Notice, as amended by the June 2009 Notice and as further amended or addressed by HUD including HUD’s NSP Policy Alert concerning program income and program revenue dated July 13, 2011 and the NSP III Notice) generated by use of NPS Funds or the Project made available under this Agreement in the form, content, and frequency as required by the Authority. Without limiting the foregoing, the use of program income and program revenue by Subgrantee shall comply with the requirements set forth in the October 2008 Notice as amended by the June 2009 Notice and with the NSP III Notice. Subgrantee shall return to the Authority and shall also report to the Authority all program income and program revenue (as provided in Section N of the October 2008 Notice, as amended by the June 2009 Notice and as further amended or addressed by HUD including HUD’s NSP Policy Alert concerning program income and program revenue dated July 13, 2011 and the NSP III Notice) generated from the use of NPS Funds or the Project made available under this Agreement in the form, content, and frequency as required by the Authority. In addition, the calculation of the return of cash flow revenues from a rental property acquired, constructed or rehabilitated with NPS Funds shall be determined by applying the current Program Income Analysis Guidelines that have been established by the Authority’s Asset Management Department. The financial records of Subgrantee must include complete information on the receipt and expenditure of program income and program revenue. The Subgrantee acknowledges and agrees that it has the sole responsibility to the Authority for returning all program income and program revenue to the Authority and has sole responsibility for reporting of program income and program revenue as detailed above. The foregoing responsibilities cannot and shall not be permitted to be assigned to another entity performing work for the Subgrantee in relationship to the Project. If applicable, any interest earned on the Subgrantee Allocation held in a revolving fund account is not program income and Subgrantee shall promptly remit such interest income to the Authority.

18. Relocation, Real Property Acquisition.

Subgrantee shall comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and (b) implementing regulations at 49 CFR Part 24, except as modified by the October 2008 Notice and the June 2009 Notice. Subgrantee shall also comply with applicable Authority ordinances, resolutions and policies concerning the displacement of persons from their residences.

19. Notices

Any notices, demand, request or other communication which any party may desire or may be required to give to any other party hereunder 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.

The Subgrantee:

Village of Richton Park
4455 Sauk Trail
Richton Park, Illinois 60471
Attn: Regan Stockstell

and

Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466
Attn: Hildy L. Kingma

The Authority:

Illinois Housing Development Authority
401 N. Michigan, Suite 700
Chicago, Illinois 60611
Attn: Legal Department

Such addresses may be changed by notice to the other party given in the same manner as herein provided. Any notice, demand, request or other communication sent pursuant to subsection (a) hereof 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.

20. Personnel and Participant Conditions

(a) Civil Rights.

i. Compliance. Subgrantee agrees to comply with all federal, State and local municipal civil rights laws and with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Fair Housing Act (42 U.S.C. 3601-3619), 24 CFR Part 8, 24 CFR 100.205, 24 CFR 570.487, 24 CFR 570.602, the Americans with Disabilities Act of 1990 as amended, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086 and all of the implementing regulations for the foregoing.

ii. Nondiscrimination. Subgrantee agrees to comply with all provisions of all Federal, State and local laws relating to non-discrimination, as applicable, including, but not limited to, (1) the Fair Housing Act (42 U.S.C. 3601-20) and the implementing regulations; (2) Executive Order 11063, as amended by Executive Order 12259 and the implementing regulations; (3) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the implementing regulations; (4) the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the implementing regulations; (5) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations; (6) the requirements of Executive Order 11246 and the implementing regulations; and (7) the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, and the implementing regulations, as each may be subsequently amended and supplemented

iii. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with the Subgrantee Allocation provided under this Agreement, Subgrantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Authority and the United States are beneficiaries of and entitled to enforce such covenants. Subgrantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

(b) Affirmative Action.

i. Approved Plan. Subgrantee agrees that it shall carry out, pursuant to the Authority's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. the Authority may provide Affirmative Action guidelines to Subgrantee to assist in the formulation of such program. Subgrantee shall submit to the Authority a plan for an Affirmative Action Program for approval by the Authority prior to the award of the Subgrantee Allocation.

ii. Women-and Minority-Owned Businesses. Subgrantee shall use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement and the completion of the Project. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended

(15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least 51% owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are African-Americans, Hispanic-Americans, Asian-Americans, American Indians and persons with disabilities. Subgrantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. Access to Records. Subgrantee shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Authority, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

iv. Notifications. Subgrantee shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency contracting officer advising the labor union or worker’s representative of Subgrantee’s commitments hereunder, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

v. Equal Employment Opportunity and Affirmative Action Statement. Subgrantee shall, in all solicitations or advertisements for employees placed by or on behalf of Subgrantee, state that it is an Equal Opportunity or Affirmative Action employer.

vi. Subcontract Provisions. Subgrantee shall include the provisions of subparagraphs (a)(Civil Rights), and (b)(Affirmative Action), above, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

(c) Employment Restrictions.

i. Prohibited Activity. Subgrantee is prohibited from using, and shall not use, the Subgrantee Allocation or personnel employed in the administration of the Neighborhood Stabilization Program for: political activities; inherently religious activities; lobbying; political patronage; or nepotism activities.

ii. Labor Standards. The Project is considered construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (the “Wage Act”). The Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed (“Prevailing Wages”). Therefore, all contractors and subcontractors rendering services in connection with the Project must comply with all requirements of the Wage Act, including but not limited to, all wage, notice and record keeping duties, and the wages to be paid to all laborers and mechanics employed in connection with the Project shall be not less than Prevailing Wages. In addition, Subgrantee shall require that the Construction Contract and all subcontracts provide for the payment of Prevailing Wages and all contractor's and subcontractor's bonds shall include a

provision guaranteeing that the requirements of the Wage Act will be met. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. If a loan or grant from another source requires the Subgrantee to comply with the Davis-Bacon Act, the requirements of the other source shall prevail over the requirements of this Paragraph.

iii. "Section 3" Clause.

A. *Compliance.* Subgrantee agrees to comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and as implemented by the regulations set forth in 24 CFR part 135, and all applicable rules and orders issued thereunder prior to the execution of this Agreement and shall cause any of Subgrantee's Subrecipients and subcontractors to comply. Failure to fulfill these requirements shall subject Subgrantee and any of Subgrantee's Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by this Agreement through which Federal assistance is provided. Subgrantee certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements. Compliance with the foregoing is a condition to disbursement of any portion of The Subgrantee Allocation. Subgrantee shall include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Subgrantee further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the NSP funded project is located; where feasible, priority will be given to low- and very low-income persons within the area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the

metropolitan area in which the NSP funded project is located; and where feasible, give priority to business concerns that provide economic opportunities to low- and very low-income residents within the area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. Subgrantee certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

B. *Notifications.* Subgrantee agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. *Subcontracts.* Subgrantee will take all reasonable action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Authority agency. Subgrantee will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not enter into any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

iv. *Drug-Free Workplace.* Subgrantee will comply with the requirements for a Drug-Free Workplace found at 24 CFR 21.

(d) Conduct.

i. *Assignability.* Subgrantee shall not assign or transfer any interest in the Subgrantee Allocation or this Agreement without the prior written consent of the Authority, which may be withheld in the Authority's sole and absolute discretion.

ii. *Subcontracts.*

A. *Approvals.* Subgrantee shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the approval of the Authority prior to the execution of such subcontract.

B. *Monitoring.* Subgrantee shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in such written reports and supported with such documented evidence of follow-up actions taken to correct areas of noncompliance as required by the Authority in its sole discretion, which reports and evidence shall be delivered to the Authority at such time or times as set forth in the NSP Manual.

C. *Content.* Subgrantee shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

D. *Selection Process.* Subgrantee shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Authority along with documentation concerning the selection process.

iii. Hatch Act. Subgrantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

iv. Conflict of Interest. Subgrantee agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

A. Subgrantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

B. Subgrantee shall not permit any employee, officer or agent of Subgrantee to participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

C. Subgrantee shall not permit any Covered Persons (defined below) who exercise or have exercised any functions or responsibilities with respect to NSP or CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, to obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the NSP or CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one year thereafter. For purposes of this paragraph, a "Covered Person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Authority, Subgrantee, or any designated public agency.

v. Lobbying. Subgrantee hereby certifies that:

A. No Federal appropriated funds have been paid, and no such funds will be paid, by or on behalf of Subgrantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee

of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subgrantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

C. Subgrantee will require that the language of paragraph (D) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subgrantees shall certify and disclose accordingly:

D. The lobbying certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

vi. Religious Activities. Subgrantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

vii. Board of Elections. Subgrantee certifies that Subgrantee is (i) not required to register as a business entity with the State Board of Elections pursuant to 30 ILCS 500/20-160 (Business entities; certification; registration with the State Board of Elections.) or (ii) registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update such registration.

viii. Illinois Procurement Ethics and Disclosure. Subgrantee certifies that it is not barred from being awarded this Agreement or The Subgrantee Allocation under 30 ILCS 500/Article 50 and agrees that it shall require any subcontractor that it engages to provide the certification required by this Section. Subgrantee acknowledges that this Agreement may be declared void by the Authority pursuant to 30 ILCS 500/50-60 for Subgrantee's failure to comply with 30 ILCS 500/Article 50. Subgrantee agrees that, if the Term is a multi-year term, Subgrantee shall provide to the Authority by July 1st of each year a certification as to whether Subgrantee continues to satisfy the requirements of 30 ILCS 500/Article 50 pertaining to eligibility for a contract award. If Subgrantee does not continue to satisfy such requirements, Subgrantee shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status.

ix. Privacy Act. Subgrantee certifies, to the best of the undersigned's knowledge and belief, that the undersigned has adopted and implemented and will enforce an Information Security Policy ("Privacy Policy") that: (a) complies with the Gramm-Leach-Bliley Act (the "GLB Act"); (b) complies with the Federal Trade Commission's established policies and procedures for safeguarding applicants' and individuals' information (the "Safeguard Rule"); (c) includes appropriate measures to dispose of applicants' and individuals' information in compliance with the foregoing (the "Disposal Rule"); and (d) complies with the Personal Information Act (the "PIP Act") (the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP

Act shall be collectively referred to herein as the “Privacy Legislation”. Subgrantee additionally certifies, to the best of his or her knowledge and belief, that the undersigned’s Privacy Policy: (a) creates a form of privacy notice that is in compliance with the Privacy Legislation (“Privacy Notice”); (b) requires that the Privacy Notice be delivered to all individuals prior to a relationship being established with and prior to the applicant disclosing any nonpublic personal information to the Subgrantee regardless of whether or not a loan is extended to this individual; (c) directs that the Privacy Notice be sent by mail to the last known address or delivered in person to all of the existing individuals that have received a part of the Subgrantee Allocation pursuant to the NSP III Program (“Individuals”) and yearly thereafter for the duration of the relationship with the Individuals; (d) provides that if the Subgrantee changes its Privacy Policy that the Subgrantee will need to provide a new, revised Privacy Notice reflecting the changes to the Privacy Policy to the Individuals; and (e) complies with all of the requirements set forth in that certain Notice Regarding Privacy Act delivered to the Subgrantee by the Authority. Subgrantee acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

xii. True and Correct Information. Subgrantee hereby certifies that all information in this Agreement is true and correct to the best of Subgrantee’s knowledge, information, and belief; the Subgrantee Allocation shall be used only for the purposes described in this Agreement; and the award of the Subgrantee Allocation is conditioned upon the foregoing certification.

21. Publicity.

The Authority reserves the right to publicize the execution of this Agreement and the making of the Subgrantee Allocation and the NSP III Funds. The Subgrantee shall notify the Authority immediately of any formal publicity in connection with the NSP III Program or any Project that is arranged or promoted by the Subgrantee or any other party participating in the financing or development of any Project. Formal publicity includes, but is not limited to, participation in news conferences and similar media events. The use of the Authority’s name in any signage is subject to the Authority’s prior written consent.

22. Miscellaneous

(a) Survival. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which it is necessary for Subgrantee to remain in control of the Subgrantee Allocation or other NSP III Program assets, including program income and program revenue.

(b) Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

(c) Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

(d) Waiver. the Authority's failure to act with respect to a breach by Subgrantee does not waive its right to act with respect to such breach or subsequent or similar breaches. The failure of the Authority to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the Authority and Subgrantee for the use of the Subgrantee Allocation received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Authority and Subgrantee with respect to this Agreement.

(f) Conflicts. To the extent the terms of this Agreement conflict with the NSP III Laws, the NSP III Laws shall control.

(g) Governmental or quasi-governmental Subgrantee. If Subgrantee is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 apply.

(h) Attorneys' Fees. Subgrantee will pay the Authority's reasonable attorneys' fees and costs in connection with the Authority enforcing any rights of the Authority or obligations of Subgrantee or any other person, firm or corporation which may be obligated to the Authority by virtue of this Agreement or any other agreement, instrument or document, heretofore or hereafter delivered to the Authority in furtherance hereof.

(i) Waiver of Jury Trial. **SUBGRANTEE AND THE AUTHORITY (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. SUBGRANTEE AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE AUTHORITY OR ANY OTHER PERSON INDEMNIFIED UNDER THIS AGREEMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.**

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed and original and all of which together shall be one and the same instrument.

(k) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without reference to the choice of law or conflicts of law principles of the State of Illinois.

(l) Joint and Several Liability. If more than one party is executing this Agreement, then all such parties executing this Agreement agree to be jointly and severally bound by it.

22. JURISDICTION. TO INDUCE THE AUTHORITY TO ACCEPT THIS AGREEMENT, SUBGRANTEE IRREVOCABLY AGREES THAT, SUBJECT TO THE AUTHORITY'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THE AGREEMENT WILL BE LITIGATED IN COURTS HAVING SITUS IN CHICAGO, ILLINOIS. SUBGRANTEE HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN CHICAGO, ILLINOIS, WAIVES PERSONAL SERVICE OF PROCESS UPON SUBGRANTEE, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO SUBGRANTEE AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SUBGRANTEE:

VILLAGE OF RICHTON PARK,

an Illinois municipal corporation

By: _____

Name: _____

Title: _____

and

VILLAGE OF PARK FOREST,

an Illinois municipal corporation

By: _____

Name: _____

Title: _____

AUTHORITY:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____

Mary R. Kenney, Executive Director

APPROVED AS TO FORM:

By: _____

Hazim Taib, Chief Financial Officer

By: _____

Maureen Ohle, General Counsel

EXHIBIT A

Intended Eligible Uses

ELIGIBLE ACTIVITY A

Establish Financing Mechanisms		NSP Funding Amount:
Scope of Work Description:		Total Estimated Units:

ELIGIBLE ACTIVITY B

Purchase and rehabilitate foreclosed or abandoned homes or residential properties in order to sell or rent			NSP Funding Amount: \$1,300,000			
Scope of Work Description:	There will be four homes in Richton Park and four in Park Forest.					
	New Construction	Rehabilitation	Units at 50% AMI	Rental Units	For-Sale Units	Estimated Total Units
	Select one by marking "x"					
Single Family, Scattered Site		X	2		8	8
Single Family, Contiguous parcels						
Multi-Unit (5+), Single Site						
Other:						
Total			2		8	8

ELIGIBLE ACTIVITY D

Demolition of blighted structures		NSP Funding Amount: \$
Scope of Work Description:		Total Estimated Units:

ELIGIBLE ACTIVITY E

Redevelop demolished or vacant properties		NSP Funding Amount: \$				
Scope of Work Description:						
	New Construction	Rehabilitation	Units at 50% AMI	Rental Units	For-Sale Units	Estimated Total Units
	Select one by marking "x"					
Single Family, Scattered Site						
Single Family, Contiguous parcels						
Multi-Unit (5+), Single Site						
Other (commercial, etc):						
Total						

ELIGIBLE ACTIVITY F

NSP3 Administration		NSP Funding Amount:
Scope of Work Description:		

Other Soft Costs	\$4,000
Financing Costs	\$0
Escrow and Reserves	\$92,022
Project Delivery (Sub-recipients only)	\$0
Developer Fee	<u>\$136,242</u>
TOTAL USES	\$1,300,000

Unit Beneficiaries	__0__% of tenants/ homebuyers identified and undergoing or completed required counseling.	__25__% of tenants/ homebuyers identified and undergoing or completed required counseling.	__50__% of tenants/ homebuyers identified and undergoing or completed required counseling.	__75__% of tenants /homebuyers identified and undergoing or completed required counseling.	__100__% of tenants/ homebuyers identified and undergoing or completed required counseling.	__100__% of tenants/ homebuyers identified and undergoing or completed required counseling.	__100__% of tenants/ homebuyers identified and undergoing or completed required counseling.	__100__% of tenant/ homebuyers identified and undergoing or completed required counseling.
	__0__% units leased-up	__0__% units leased-up	__0__% units leased-up	__0__% units leased-up	__0__% units leased-up	__0__% units leased-up	__0__% units leased-up	__0__% units leased-up
	__0__% units purchased by homebuyers	__0__% units purchased by homebuyers	__25__% units purchased by homebuyers	__50__% units purchased by homebuyers	__75__% units purchased by homebuyers	__100__% units purchased by homebuyers	__100__% units purchased by homebuyers	__100__% units purchased by homebuyers

** Please note, the figures should be cumulative.*

EXHIBIT D

CONTRACTOR CERTIFICATIONS

The Subgrantee agrees to include the following certifications in the construction contract with the general contractor for the NSP III Program:

EDUCATIONAL LOANS

Two-party signed agreements:

The contractor certifies that it is not in default on an educational loan as provided in Public Act 85-827.

Purchase orders:

By acceptance of this order, the contractor certifies that it is not in default on an educational loan as provided in Public Act 85-827.

BRIBERY CLAUSE

Two-party signed agreements:

The contractor certifies that it is not barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act.

Purchase orders:

By acceptance of this order, the contractor certifies that it is not barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act.

BID-RIGGING/BID-ROTATING LAW

Two-party signed agreements:

The contractor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

Purchase orders:

By acceptance of this order, the contractor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

INTERNATIONAL ANTI-BOYCOTT CERTIFICATION ACT

Section 5 of the International Anti-Boycott Certification Act (30 ILCS 582/1) provides as follows:

5. State contracts. Every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000, whichever is less, shall contain a certification, as a material condition of the contract, by which the contractor agrees that neither the contractor 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.

Executed this ___ day of _____, 2012

SUBGRANTEE:

VILLAGE OF RICHTON PARK,

an Illinois municipal corporation

By: _____

Name: _____

Title: _____

and

VILLAGE OF PARK FOREST,

an Illinois municipal corporation

By: _____

Name: _____

Title: _____

EXHIBIT E

DEBARMENT CERTIFICATION

1. By signing and submitting this proposal, the undersigned is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the undersigned knowingly rendered an erroneous certification, in addition to other remedies available to the Authority, HUD, or the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. The undersigned shall provide immediate written notice to the entity to which this proposal is submitted if at any time the undersigned learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set forth in the Definitions and Coverage sections of the rules implementing Executive Order 12549, 51 F.R. 6370, February 18, 1986.
5. The undersigned certifies that it has not been debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
6. The undersigned agrees that, by submitting this proposal, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
7. The undersigned further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. The undersigned must establish a "system of records," including but not limited to the information contained at <http://epls.arnet.gov/> in order to determine whether any prospective participant in a lower tier covered transaction is debarred, suspended, ineligible, or voluntarily excluded from the covered transaction.
9. Except for transactions authorized under paragraph 5 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, HUD, the Authority, or the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility

and Voluntary Exclusion-Lower Tier Covered Transactions

(1) The undersigned certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the undersigned is unable to certify to any of the statements in this certification, the undersigned shall attach an explanation to this proposal.

Executed this ____ day of _____, 2012

SUBGRANTEE:

VILLAGE OF RICHTON PARK,

an Illinois municipal corporation

By: _____

Name: _____

Title: _____

and

VILLAGE OF PARK FOREST,

an Illinois municipal corporation

By: _____

Name: _____

Title: _____

EXHIBIT F

TAXPAYER IDENTIFICATION NUMBER

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).
 - *If you are an individual, enter your name and SSN as it appears on your Social Security Card.*
 - *If you are a sole proprietor, enter the Developer's name on the name line followed by the name of the business and the Developer's SSN or EIN.*
 - *If you are a single-member LLC that is disregarded as an entity separate from its Developer, enter the Developer's name on the name line and the d/b/a on the business name line and enter the Developer's SSN or EIN.*
 - *If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).*
 - *For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.*

Name: **VILLAGE OF RICHTON PARK**, an Illinois municipal corporation

Business Name: _____

Taxpayer Identification Number:

Social Security Number _____

OR

Employer Identification Number _____

Legal Status (*check one*):

Individual

Governmental

TAXPAYER IDENTIFICATION NUMBER

I certify that:

4. 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
5. 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
6. I am a U.S. person (including a U.S. resident alien).
 - *If you are an individual, enter your name and SSN as it appears on your Social Security Card.*
 - *If you are a sole proprietor, enter the Developer's name on the name line followed by the name of the business and the Developer's SSN or EIN.*
 - *If you are a single-member LLC that is disregarded as an entity separate from its Developer, enter the Developer's name on the name line and the d/b/a on the business name line and enter the Developer's SSN or EIN.*
 - *If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).*
 - *For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.*

Name: VILLAGE OF PARK FOREST, an Illinois municipal corporation

Taxpayer Identification Number:

Social Security Number _____

OR

Employer Identification Number _____

Legal Status (*check one*):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |

EXHIBIT G

BOOKS AND RECORDS CERTIFICATION

RETENTION OF RECORDS: Public Act 87-991 required that every contract for the provision of goods or services shall provide that the vendor or contractor shall maintain records and documentation for a minimum of five (5) years after contract completion.

VENDOR SHALL MAINTAIN, FOR A MINIMUM OF FIVE YEARS AFTER COMPLETION OF THE CONTRACT, ADEQUATE BOOKS, RECORDS AND SUPPORTING DOCUMENTS TO VERIFY THE AMOUNTS, RECIPIENTS AND USES OF ALL CONTRACTS; THAT THE CONTRACT AND ALL BOOKS, RECORDS, AND SUPPORTING DOCUMENTS RELATED TO THE CONTRACT SHALL BE AVAILABLE FOR REVIEW AND AUDIT BY THE AUDITOR GENERAL; AND THAT THE CONTRACTOR AGREES TO COOPERATE FULLY WITH ANY AUDIT CONDUCTED BY THE AUDITOR GENERAL AND TO PROVIDE FULL ACCESS TO ALL RELEVANT MATERIALS. FAILURE TO MAINTAIN THE BOOKS, RECORDS, AND SUPPORTING DOCUMENTS REQUIRED BY THIS SECTION SHALL ESTABLISH A PRESUMPTION IN FAVOR OF THE STATE FOR THE RECOVERY OF ANY FUNDS PAID BY THE STATE UNDER THE CONTRACT FOR WHICH ADEQUATE BOOKS, RECORDS AND SUPPORTING DOCUMENTATION ARE NOT AVAILABLE TO SUPPORT THEIR PURPORTED DISBURSEMENT.

Executed this ___ day of _____, 2012

SUBGRANTEE:

VILLAGE OF RICHTON PARK,

an Illinois municipal corporation

By: _____

Name: _____

Title: _____

and

VILLAGE OF PARK FOREST,

an Illinois municipal corporation

By: _____

Name: _____

Title: _____

EXHIBIT H

STATE OF ILLINOIS

DRUG FREE WORKPLACE CERTIFICATION

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 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:

Publishing a statement:

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;

Specifying the actions that will be taken against employees for violations of such prohibition; and

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.

Establishing a drug free awareness program to inform employees about:

the dangers of drug abuse in the workplace;

the grantee's or contractor's policy of maintaining a drug free workplace;

any available drug counseling, rehabilitation, and employee assistance

programs; and

the penalties that may be imposed upon an employee for drug violations.

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.

Notifying the contracting or granting agency within ten (10) days after receiving notice from subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.

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.

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.

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.

SUBGRANTEE:

VILLAGE OF RICHTON PARK,

an Illinois municipal corporation

By: _____

Name: _____

Title: _____

and

VILLAGE OF PARK FOREST,

an Illinois municipal corporation

By: _____

Name: _____

Title: _____

EXHIBIT I

FEDERAL

DRUG FREE WORKPLACE CERTIFICATION

1. The undersigned certifies that it will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee'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 employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given copy of the statement required by subparagraph (a);
 - (d) Notifying the employee in a statement required by subparagraph (a) that, as a condition employment under the grant the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction;
 - (e) Notifying the federal sponsoring agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant office or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted;
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (t).

2. State agencies applying for federal grants will identify workplaces at the time of application.

SUBGRANTEE:

VILLAGE OF RICHTON PARK,

an Illinois municipal corporation

By: _____

Name: _____

Title: _____

and

VILLAGE OF PARK FOREST,

an Illinois municipal corporation

By: _____

Name: _____

Title: _____

EXHIBIT J

EQUAL OPPORTUNITY PROVISIONS

The Subgrantee agrees that it will include the following provisions in its contract with the general contractor for the NSP III Program:

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising such labor union or workers representatives of the contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, and will permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. The contractor shall assist and cooperate actively with the Authority and the Secretary of Labor in obtaining the compliance of all contractors and subcontractors involved in construction of a Project with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, will furnish the Authority and the Secretary of Labor with such information as they may require for the supervision of such compliance, and will otherwise assist the Authority in the discharge of the Authority's

primary responsibility for securing such compliance. The contractor shall refrain from entering into any contract or contract modification that is subject to Executive Order 11246 of September 24, 1965 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to Executive Order 11246 of September 24, 1965, and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency of the Secretary of Labor pursuant to Part II, Subpart D of Executive Order 11246 of September 24, 1965.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding **paragraph A** and the provisions of **paragraph A** through **G** in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary of Housing and Urban Development or the Secretary of Labor, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SUBGRANTEE:

VILLAGE OF RICHTON PARK,

an Illinois municipal corporation

By: _____

Name: _____

Title: _____

and

VILLAGE OF PARK FOREST,

an Illinois municipal corporation

By: _____

Name: _____

Title: _____

EXHIBIT K

NOTICE REGARDING PRIVACY ACT

_____, 2012

Village of Richton Park

4455 Sauk Trail

Richton Park, Illinois 60471

Dear Sir or Madam:

As you know, your organization is the subgrantee (the “Subgrantee”) pursuant to the Neighborhood Stabilization III Program Agreement (the “Agreement”) with the Illinois Housing Development Authority (the “Authority”) whereby the Authority will, subject to the terms of the Agreement, make funds available to you as a Subgrantee pursuant to the NSP III Program (the “Program”) for the State of Illinois, pursuant to Sections 2301 – 2304 of the Housing and Economic Recovery Act of 2008 Pub. L. 110-289, 122 Stat. 2654, enacted July 30, 2008 (“HERA”); to Title XII of Division A of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 enacted February 17, 2009 (the “Recovery Act”); and to Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 Pub. L. 111-203 enacted July 21, 2010 (the “Dodd-Frank Act”), and pursuant to applicable NSP III Laws (the “Grant”).

This letter (“Letter”) is being sent in connection with the Agreement and constitutes notice from the Authority that the Subgrantee is the responsible financial institution as defined under Gramm-Leach-Bliley Act (the “GLB Act”). The term “financial institutions” under the GLB Act is broadly defined and includes organizations that offer financial products, services or economic advisory services to individuals. The Federal Trade Commission has established rules that require financial institutions to give their applicants (the “Applicants”) and the Borrowers a privacy notice (the “Privacy Notice”) that explains the financial institution’s information collection and sharing practices. The Recipient should not be sharing or disclosing nonpublic personal information about the Applicants and the Borrowers with non-affiliated parties except as is necessary to process and service the Borrower’s loan, as is necessary to effect, administer or enforce the Borrower’s loan, with the Applicant’s or Borrower’s consent, or as permitted or provided by applicable laws.

PROCEDURES TO BE IMPLEMENTED IMMEDIATELY

The Authority hereby requires the Subgrantee to implement and maintain the following effectively immediately for all the grants administered by the Subgrantee on behalf of the Authority:

- A. Implement a Privacy Policy which is described in more detail below.

- B. Provide the Privacy Notice, an example of which is attached hereto and incorporated herein as **Schedule A**, to all individuals who provide nonpublic information to the Subgrantee, which would include all of the Applicants, regardless of whether or not a loan or grant is extended to this individual. The Privacy Notice should be delivered to the Applicants prior to a relationship being established between the Applicants and the Subgrantee and prior to the Applicants disclosing any nonpublic personal information to the Subgrantee.
- C. Send by mail to the last known address or deliver in person to all of the existing Borrowers under the Program and yearly thereafter for the duration of the relationship with the Borrowers.
- D. If the Subgrantee changes its Privacy Policy, then the Subgrantee will need to provide a new, revised Privacy Notice reflecting the changes to the Privacy Policy to the Subgrantee's existing Borrowers.
- E. Prominently, clearly and conspicuously display the Privacy Notice in the Subgrantee's office so it is visible to all Applicants and Borrowers. The Subgrantee may want to increase the size of the font and make the Privacy Notice a poster size to make sure it is noticeable and that it can easily be viewed by all Applicants and Borrowers. *Please note that the display of the Privacy Notice does not eliminate the need for the Subgrantee to also comply with paragraphs A, B, C and D above.*

INFORMATION ABOUT THE PRIVACY POLICY

TO BE INSTITUTED BY THE SUBGRANTEE

The Federal Trade Commission has also established policies and procedures for safeguarding the Applicants' and Borrowers' information (the "Safeguard Rule") as required by the GLB Act and also requires that financial institutions take appropriate measures to dispose of Borrower information (the "Disposal Rule"). The Personal Information Act (the "PIP Act") requires any entity that handles, collects, disseminates, or otherwise deals with nonpublic Applicant or Borrower information (collectively, "Borrower Information") provide notice of any breach of the security of Borrower information to that person. The Subgrantee is subject to the requirements of the PIP Act because the Applicants and Borrowers provide the Subgrantee with personally identifiable information and other information the Subgrantee otherwise obtains about a Borrower in connection with providing a financial product or service to the Borrower. The GLB Act also requires financial institutions to establish and adopt an Information Security Policy ("Privacy Policy") to assure compliance with the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP Act. This Policy is designed to:

- a Ensure the security and confidentiality of the Applicant and the Borrower Information.**
- b Protect against any anticipated threats or hazards to the security or integrity of such information.**
- Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to Borrowers.**

- **Provide notice to Borrowers in the event a breach in the security protecting the information occurs.**
- **Properly dispose of any of the Borrowers' information.**

The Subgrantee is required to immediately adopt and institute a formal Privacy Policy. Attached as **Schedule B** is a guideline that may assist the Subgrantee in adopting its Privacy Policy. The attached form of Privacy Policy is only an example for the Subgrantee and must be modified to conform with the Subgrantee's specific internal procedures in compliance with the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP Act and as recommended by the Subgrantee's counsel.

DISCLAIMER

The Authority makes no representation or assurance to the Subgrantee that the attached form of Privacy Notice and Privacy Policy conform with the requirements of the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP Act, and if followed by the Subgrantee is done so at the sole risk of Subgrantee. Subgrantee should consult its own legal counsel concerning the form of the Privacy Notice and the Privacy Policy it should adopt (the "Disclaimer").

Please execute this Letter below to acknowledge the Subgrantee's agreement to implement the foregoing procedures and the Subgrantee's acknowledgement of the Disclaimer provided above.

Sincerely,

**ILLINOIS HOUSING DEVELOPMENT
AUTHORITY**

The Subgrantee by its signature below on this ____ day of _____, 2012 agrees to abide by and adopt the foregoing procedures and implement them immediately for the Program and acknowledges the Disclaimer provided above.

VILLAGE OF RICHTON PARK,

an Illinois municipal corporation

By: _____

Name: _____

Title: _____

SCHEDULE A

PRIVACY NOTICE

VILLAGE OF RICHTON PARK, an Illinois municipal corporation (“Subgrantee”) would like to advise you of its privacy policies. Subgrantee has collected non-public personal information from your application and consumer reporting agencies. This non-public personal information includes your address and other contact information, demographic background, loan status, family income, social security number, employment information, collection and repayment history, and credit history.

We disclose non-public personal information to third parties: only as necessary to process and service your loan; only as necessary to effect, administer or enforce your loan; with your consent; or as permitted or provided by applicable laws, including the Illinois Freedom of Information Act (“FOIA”) and the Privacy Act of 1974. Applicable laws permit disclosure to third parties for certain purposes. Examples of such disclosures include (i) disclosure in connection with enforcement purposes or litigation, audits or other investigations; (ii) to comply with proper requests under FOIA or other federal, state, or other local laws and regulations; and (iii) to federal and state agencies to the extent specifically permitted or required by law. We do not sell or otherwise make available any information about you to any third parties for marketing purposes.

We protect the security and confidentiality of non-public personal information by limiting and monitoring all physical access to sites where non-public personal information is kept. A complete copy of our written privacy policy is available upon request.

If we decide to change our privacy policy, we will provide you with a revised privacy policy containing such changes.

If you have any questions, please get in touch with _____,
_____, Phone Number: _____.

Subgrantee:

VILLAGE OF RICHTON PARK,

an Illinois municipal corporation

By: _____

Name: _____

Title: _____

SCHEDULE B

EXAMPLE OF A PRIVACY POLICY

The Federal Trade Commission has established policies and procedures for safeguarding Borrower information (the “Safeguard Rule”) as required by the GLB Act and also requires that financial institutions take appropriate measures to dispose of Borrower information (the “Disposal Rule”). The Personal Information Act (the “PIP Act”) requires any entity that handles, collects, disseminates, or otherwise deals with nonpublic Borrower information (collectively, “Borrower Information”) provide notice of any breach of the security of Borrower information to that person. The Subgrantee is subject to the requirements of the PIP Act because the Borrowers provide you with personally identifiable information and other information the Subgrantee otherwise obtains about a Borrower in connection with providing a financial product or service to the Borrower.

The Subgrantee hereby establishes and adopts the following Information Security Policy (“Privacy Policy”) to assure compliance with the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP Act. This Policy is designed to:

- c Ensure the security and confidentiality of the Borrower Information.**
- d Protect against any anticipated threats or hazards to the security or integrity of such information.**
 - **Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to Borrowers.**
 - **Provide notice to Borrowers in the event a breach in the security protecting the information occurs.**
 - **Properly dispose of any of the Borrowers’ information.**

A. DEFINITIONS

“*Borrower Information*” is defined as any record containing nonpublic, personally identifiable information, whether in paper or electronic, that the Subgrantee obtains from an applicant, a Borrower, an employee or other third party, in the process of offering a financial product or service from the Subgrantee; or such information about a Borrower provided to the Subgrantee by another financial institution; or such information that the Subgrantee otherwise obtains about a Borrower in connection with providing a financial product or service to the Borrower.

“*Non-Record Material*” shall mean (i) material not filed as evidence of administrative activity or for the informational content thereof; (ii) extra copies of documents preserved only for convenience of reference; (iii) stocks of printed or reproduced documents kept for supply purposes, where file copies have been retained for record purposes; (iv) books, periodicals, newspapers, posters, and other library and museum materials made or acquired and preserved solely for reference or exhibition purposes; and (v) private materials neither made nor received by the Subgrantee pursuant to state law or in connection with the transaction of the Subgrantee’s business. Duplicate files, copies, library materials, and stocks of

obsolete blank forms or pamphlets originally intended for distribution are not considered to be official records or record copies.

“*Records*” mean all books, papers, maps, photographs, or other official documentary materials, regardless of physical form or characteristics, made, produced, executed, or received by the Subgrantee in connection with the transaction of public business and must be preserved as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the Subgrantee.

“*Record Retention Policy*” means the Subgrantee’s record retention policy that provides guidance in establishing and maintaining an efficient records management program.

“*Service Providers*” mean all third parties who, in the ordinary course of the Subgrantee]’s business, are provided access to Borrower Information.

C. THE INFORMATION SECURITY POLICY

The five elements of this Policy require the Subgrantee to: (i) designate one or more employees to coordinate this Policy, (ii) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Borrower information, (iii) ensure that safeguards are employed to control the identified risks and that the effectiveness of these safeguards is regularly tested and monitored, (iv) select Service Providers that are capable of maintaining appropriate safeguards and require them, by contract, to implement and maintain such safeguards and (v) evaluate and adjust this Policy based on the results of the testing and monitoring, any material changes to operations, or any other circumstances that have or may have a material impact on this Policy.

1. Safeguard Program Coordinator

The Subgrantee hereby designates _____ as the person who will be responsible for implementing and maintaining this Policy by the Subgrantee (the “Safeguard Program Coordinator”). The responsibilities of the Safeguard Program Coordinator include, but are not limited to, the following:

(i) The Safeguard Program Coordinator must identify the individuals at the Subgrantee’s office who have access to Borrower Information and the Safeguard Program Coordinator must maintain a current listing of these individuals.

(ii) The Safeguard Program Coordinator must identify potential and actual risks to the security and privacy of Borrower Information, evaluate the effectiveness of current safeguards for controlling these risks, design and implement additional required safeguards and regularly monitor and test the application of this Policy.

(iii) The Safeguard Program Coordinator ensure that (i) adequate training and education programs are developed and provided to all employees with access to Borrower Information and that (ii) existing policies and procedures that provide for the security of Borrower Information are reviewed and adequate.

(iv) The Safeguard Program Coordinator must identify Service Providers with access to Borrower Information, ensure that these Service Providers are included within the scope of this Policy and maintain a current listing of these Service Providers.

2. Risk Identification and Assessment

Under the guidance of the Safeguard Program Coordinator, each employee or member of the Subgrantee with access to Borrower Information must take steps to identify and assess internal and external risks to the security, confidentiality and integrity of the Borrower Information. At a minimum, such risk assessment must consider: (i) employee training and management, (ii) information systems, including network and software design, (iii) information processing, storage, transmission and disposal and (iv) detecting, preventing and responding to attacks, instructions or other systems failures. The Safeguard Program Coordinator must ensure that risk assessments are conducted at least annually and more frequently when needed.

Employee training and management include:

- (i) checking references prior to hiring employees who will have access to Borrower Information;
- (ii) asking every new employee to sign an agreement to follow the Subgrantee's confidentiality and security standards for handling Borrower Information;
- (iii) training employees to take basic steps to maintain the security, confidentiality and integrity of Borrower Information, such as: (a) locking rooms and file cabinets where paper records are kept; (b) using password-activated screensavers; (c) using computer passwords with at least six characters long including numbers; (d) changing computer passwords periodically and not posting passwords near employees' computers; (e) referring calls or other requests for Borrower Information to the Safeguard Program Coordinator; and (f) recognizing any fraudulent attempt to obtain Borrower Information and reporting it to the Safeguard Program Coordinator;
- (iv) reminding all employees of this Policy and the legal requirements;
- (v) limiting access to Borrower Information to employees who have a business reasons for seeing it; and
- (vi) imposing disciplinary measures for any breaches.

3. Borrower Information Safeguards and Monitoring

The Safeguard Program Coordinator must verify employees with access to Borrower Information design and implement reasonable safeguards to control identified risks to the security, confidentiality and integrity of Borrower Information and that the effectiveness of these safeguards is monitored regularly. Such safeguards and monitoring must include the following:

a. Employee Management and Training

Safeguards for information security include training of those individuals with authorized access to Borrower Information. The Safeguard Program Coordinator must

work develop appropriate training and education programs for all affected current and new employees.

b. Records Safeguards

Safeguards for Records and Non-Record Material containing Borrower Information must include:

- (i) creating and implementing access limitation to Records containing Borrower Information;
- (ii) storing Records containing Borrower Information in a secure area with limited access;
- (iii) protecting Records containing Borrower Information from physical hazards such as fire or water damage;
- (iv) disposing of properly outdated records containing Borrower Information pursuant to the Secured Destruction of Borrower Information section of this Policy;
- (v) disposing of Non-Record Materials containing Borrower Information when they cease to be useful pursuant to the Secured Destruction of Borrower Information section of this Policy; and
- (vi) other reasonable measures to secure Records and Non-Record Materials containing Borrower Information during the course of its life cycle while in the Subgrantee's possession or control.

c. Information Systems Safeguards

“Information Systems” include network and software design, as well as data processing storage, transmission and disposal. The Subgrantee must implement and maintain safeguards to control the risks to Information Systems, as identified through the risk assessment process. Safeguards for the Information Systems must include:

- (i) creating and implementing access limitation to Information Systems that stores Borrower Information;
- (ii) using secure, password-protected systems within and outside the Subgrantee for access to the Information Systems that stores Borrower Information;
- (iii) regularly obtaining and installing patches to correct software vulnerabilities;
- (iv) permanently removing Borrower Information from computers, diskettes, magnetic tapes, hard drives or other electronic media prior to disposal;
- (v) protecting the Information Systems from physical hazards such as fire or water damage;

(vi) detecting, preventing and responding to network attacks or other Information Systems failures; and

(vii) other reasonable measures to secure the Information System that stores Borrower Information during the course of its life cycle while in the Subgrantee's possession or control.

4. SERVICE PROVIDERS

The Safeguard Program Coordinator must identify Service Providers with access to Borrower Information. The Safeguard Program Coordinator must ensure that reasonable steps are taken to select and retain Service Providers that are capable of maintaining appropriate safeguards for Borrower Information and must require Service Providers, by contract, to implement and maintain such safeguards.

5. MONITORING AND TESTING SAFEGUARDS

The Safeguard Program Coordinator must develop and implement procedures to test and monitor the effectiveness of information security safeguards. Monitoring levels must be appropriate to the probability and potential impact of the risks identified, as well as the sensitivity of the information involved. Monitoring may include sampling, systems checks, systems access reports and any other reasonable measure.

D. NOTICE OF A BREACH TO ILLINOIS BORROWERS

Following discovery or notification of a breach of the Subgrantee's security of the Borrower Information, the Safeguard Program Coordinator shall notify Illinois residents at no charge that there has been a breach. The notice shall be made in the most expedient time possible and without unreasonable delay, consistent with any measures necessary to determine the scope of the breach and restore the reasonable integrity, security and confidentiality of the data system. The notice may be provided in writing or electronically so long as the electronic notice is consistent with provisions regarding electronic records and signatures for notices legally required to be in writing pursuant to 15 U.S.C. § 7001.

If the Safeguard Program Coordinator notifies more than 1,000 persons of a breach of the security, the Safeguard Program Coordinator shall also notify all Borrower reporting agencies that compile and maintain files on Borrowers on nationwide basis, as defined by U.S.C. Sec. 1681a(p), of the timing, distribution and content of the notices. Such notices to the Borrower reporting agencies will not disclose the names or other personal identifying information of breach notice recipients.

The Safeguard Program Coordinator shall submit a report within five (5) business days of the discovery or notification of a breach of the security of the system data or written material to the Illinois General Assembly. Such report shall include: listing of the breaches; and outlining any corrective measures that have been taken to prevent future breaches of the security of the system data or written material. If the Safeguard Program Coordinator has submitted a report as described in this section, the Safeguard Program Coordinator shall submit an annual report listing all breaches of security of the system data or written materials and the corrective measures that have been taken to prevent future breaches.

E. SECURED DESTRUCTION OF BORROWER INFORMATION

The Subgrantee shall dispose Properly Outdated Records and Non-Record Material containing Borrower Information in such a manner as to ensure the security and confidentiality of such information. Pursuant to the Disposal Rule, the Recipient must take reasonable measures to dispose of Borrower Information to avoid the unauthorized use of, or access to, Borrower Information in connection with its disposal. Although the Disposal Rule does not mandate any one form of disposal, the Subgrantee has determined that all shredding shall be done by an authorized vendor (the "Authorized Vendor"). Properly Outdated Records and Non-Record Material containing Borrower Information shall be placed in locked trash bins as located throughout the Subgrantee when awaiting disposal by the Authorized Vendor. The Safeguard Program Coordinator shall arrange to have the locked trash bins picked up on a regular schedule. The Authorized Vendor shall transport the locked trash bins in a secure truck to the Authorized Vendor's off-site shredding facility. The Authorized Vendor shall shred the Properly Outdated Records and Non-Record Material containing Borrower Information by its shredding machine.

F. REVIEW AND ADJUSTMENT OF THIS POLICY

The Safeguard Program Coordinator must evaluate and adjust annually this Policy in connection with the results of the testing and monitoring described above, as well as any material changes to the Subgrantee's operations, including changes in technology, the sensitivity of Borrower Information and any other circumstances that may reasonably impact this Policy. The Safeguard Program Coordinator and the Committee must review this Policy annually to assure ongoing compliance with GLB Act, the Safeguards Rule, the Disposal Rule, and PIP Act, and as well as consistency with other existing and future laws and regulations.

G. STRICT ADHERENCE TO THE INFORMATION SECURITY POLICY

Employees of the Subgrantee are expected to become familiar with the Subgrantee's policy regarding information security and to strictly adhere to the procedures outlined in this Policy.

VILLAGE OF RICHTON PARK,

an Illinois municipal corporation

By: _____

Name: _____

Title: _____

NOTICE REGARDING PRIVACY ACT

_____, 2012

Village of Park Forest

350 Victory Drive

Park Forest, Illinois 60466

Dear Sir or Madam:

As you know, your organization is the subgrantee (the “Subgrantee”) pursuant to the Neighborhood Stabilization III Program Agreement (the “Agreement”) with the Illinois Housing Development Authority (the “Authority”) whereby the Authority will, subject to the terms of the Agreement, make funds available to you as a Subgrantee pursuant to the NSP III Program (the “Program”) for the State of Illinois, pursuant to Sections 2301 – 2304 of the Housing and Economic Recovery Act of 2008 Pub. L. 110-289, 122 Stat. 2654, enacted July 30, 2008 (“HERA”); to Title XII of Division A of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 enacted February 17, 2009 (the “Recovery Act”); and to Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 Pub. L. 111-203 enacted July 21, 2010 (the “Dodd-Frank Act”), and pursuant to applicable NSP III Laws (the “Grant”).

This letter (“Letter”) is being sent in connection with the Agreement and constitutes notice from the Authority that the Subgrantee is the responsible financial institution as defined under Gramm-Leach-Bliley Act (the “GLB Act”). The term “financial institutions” under the GLB Act is broadly defined and includes organizations that offer financial products, services or economic advisory services to individuals. The Federal Trade Commission has established rules that require financial institutions to give their applicants (the “Applicants”) and the Borrowers a privacy notice (the “Privacy Notice”) that explains the financial institution’s information collection and sharing practices. The Recipient should not be sharing or disclosing nonpublic personal information about the Applicants and the Borrowers with non-affiliated parties except as is necessary to process and service the Borrower’s loan, as is necessary to effect, administer or enforce the Borrower’s loan, with the Applicant’s or Borrower’s consent, or as permitted or provided by applicable laws.

PROCEDURES TO BE IMPLEMENTED IMMEDIATELY

The Authority hereby requires the Subgrantee to implement and maintain the following effectively immediately for all the grants administered by the Subgrantee on behalf of the Authority:

- F. Implement a Privacy Policy which is described in more detail below.
- G. Provide the Privacy Notice, an example of which is attached hereto and incorporated herein as **Schedule A**, to all individuals who provide nonpublic information to the Subgrantee, which would include all of the Applicants, regardless of whether or not a loan or grant is extended to this individual. The Privacy Notice should be delivered to the Applicants prior to a relationship being

established between the Applicants and the Subgrantee and prior to the Applicants disclosing any nonpublic personal information to the Subgrantee.

- H.** Send by mail to the last known address or deliver in person to all of the existing Borrowers under the Program and yearly thereafter for the duration of the relationship with the Borrowers.
- I.** If the Subgrantee changes its Privacy Policy, then the Subgrantee will need to provide a new, revised Privacy Notice reflecting the changes to the Privacy Policy to the Subgrantee's existing Borrowers.
- J.** Prominently, clearly and conspicuously display the Privacy Notice in the Subgrantee's office so it is visible to all Applicants and Borrowers. The Subgrantee may want to increase the size of the font and make the Privacy Notice a poster size to make sure it is noticeable and that it can easily be viewed by all Applicants and Borrowers. *Please note that the display of the Privacy Notice does not eliminate the need for the Subgrantee to also comply with paragraphs A, B, C and D above.*

INFORMATION ABOUT THE PRIVACY POLICY

TO BE INSTITUTED BY THE SUBGRANTEE

The Federal Trade Commission has also established policies and procedures for safeguarding the Applicants' and Borrowers' information (the "Safeguard Rule") as required by the GLB Act and also requires that financial institutions take appropriate measures to dispose of Borrower information (the "Disposal Rule"). The Personal Information Act (the "PIP Act") requires any entity that handles, collects, disseminates, or otherwise deals with nonpublic Applicant or Borrower information (collectively, "Borrower Information") provide notice of any breach of the security of Borrower information to that person. The Subgrantee is subject to the requirements of the PIP Act because the Applicants and Borrowers provide the Subgrantee with personally identifiable information and other information the Subgrantee otherwise obtains about a Borrower in connection with providing a financial product or service to the Borrower. The GLB Act also requires financial institutions to establish and adopt an Information Security Policy ("Privacy Policy") to assure compliance with the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP Act. This Policy is designed to:

- e Ensure the security and confidentiality of the Applicant and the Borrower Information.**
- f Protect against any anticipated threats or hazards to the security or integrity of such information.**
 - **Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to Borrowers.**
 - **Provide notice to Borrowers in the event a breach in the security protecting the information occurs.**
 - **Properly dispose of any of the Borrowers' information.**

The Subgrantee is required to immediately adopt and institute a formal Privacy Policy. Attached as **Schedule B** is a guideline that may assist the Subgrantee in adopting its Privacy Policy. The attached form of Privacy Policy is only an example for the Subgrantee and must be modified to conform with the Subgrantee's specific internal procedures in compliance with the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP Act and as recommended by the Subgrantee's counsel.

DISCLAIMER

The Authority makes no representation or assurance to the Subgrantee that the attached form of Privacy Notice and Privacy Policy conform with the requirements of the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP Act, and if followed by the Subgrantee is done so at the sole risk of Subgrantee. Subgrantee should consult its own legal counsel concerning the form of the Privacy Notice and the Privacy Policy it should adopt (the "Disclaimer").

Please execute this Letter below to acknowledge the Subgrantee's agreement to implement the foregoing procedures and the Subgrantee's acknowledgement of the Disclaimer provided above.

Sincerely,

**ILLINOIS HOUSING DEVELOPMENT
AUTHORITY**

The Subgrantee by its signature below on this ____ day of _____, 2012 agrees to abide by and adopt the foregoing procedures and implement them immediately for the Program and acknowledges the Disclaimer provided above.

VILLAGE OF PARK FOREST,

an Illinois municipal corporation

By: _____

Name: _____

Title: _____

SCHEDULE A

PRIVACY NOTICE

VILLAGE OF PARK FOREST, an Illinois municipal corporation (“Subgrantee”) would like to advise you of its privacy policies. Subgrantee has collected non-public personal information from your application and consumer reporting agencies. This non-public personal information includes your address and other contact information, demographic background, loan status, family income, social security number, employment information, collection and repayment history, and credit history.

We disclose non-public personal information to third parties: only as necessary to process and service your loan; only as necessary to effect, administer or enforce your loan; with your consent; or as permitted or provided by applicable laws, including the Illinois Freedom of Information Act (“FOIA”) and the Privacy Act of 1974. Applicable laws permit disclosure to third parties for certain purposes. Examples of such disclosures include (i) disclosure in connection with enforcement purposes or litigation, audits or other investigations; (ii) to comply with proper requests under FOIA or other federal, state, or other local laws and regulations; and (iii) to federal and state agencies to the extent specifically permitted or required by law. We do not sell or otherwise make available any information about you to any third parties for marketing purposes.

We protect the security and confidentiality of non-public personal information by limiting and monitoring all physical access to sites where non-public personal information is kept. A complete copy of our written privacy policy is available upon request.

If we decide to change our privacy policy, we will provide you with a revised privacy policy containing such changes.

If you have any questions, please get in touch with _____,
_____, Phone Number: _____.

Subgrantee:

VILLAGE OF PARK FOREST,

an Illinois municipal corporation

By: _____

Name: _____

Title: _____

SCHEDULE B

EXAMPLE OF A PRIVACY POLICY

The Federal Trade Commission has established policies and procedures for safeguarding Borrower information (the “Safeguard Rule”) as required by the GLB Act and also requires that financial institutions take appropriate measures to dispose of Borrower information (the “Disposal Rule”). The Personal Information Act (the “PIP Act”) requires any entity that handles, collects, disseminates, or otherwise deals with nonpublic Borrower information (collectively, “Borrower Information”) provide notice of any breach of the security of Borrower information to that person. The Subgrantee is subject to the requirements of the PIP Act because the Borrowers provide you with personally identifiable information and other information the Subgrantee otherwise obtains about a Borrower in connection with providing a financial product or service to the Borrower.

The Subgrantee hereby establishes and adopts the following Information Security Policy (“Privacy Policy”) to assure compliance with the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP Act. This Policy is designed to:

- g Ensure the security and confidentiality of the Borrower Information.**
- h Protect against any anticipated threats or hazards to the security or integrity of such information.**
 - **Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to Borrowers.**
 - **Provide notice to Borrowers in the event a breach in the security protecting the information occurs.**
 - **Properly dispose of any of the Borrowers’ information.**

A. DEFINITIONS

“*Borrower Information*” is defined as any record containing nonpublic, personally identifiable information, whether in paper or electronic, that the Subgrantee obtains from an applicant, a Borrower, an employee or other third party, in the process of offering a financial product or service from the Subgrantee; or such information about a Borrower provided to the Subgrantee by another financial institution; or such information that the Subgrantee otherwise obtains about a Borrower in connection with providing a financial product or service to the Borrower.

“*Non-Record Material*” shall mean (i) material not filed as evidence of administrative activity or for the informational content thereof; (ii) extra copies of documents preserved only for convenience of reference; (iii) stocks of printed or reproduced documents kept for supply purposes, where file copies have been retained for record purposes; (iv) books, periodicals, newspapers, posters, and other library and museum materials made or acquired and preserved solely for reference or exhibition purposes; and (v) private materials neither made nor received by the Subgrantee pursuant to state law or in connection with the transaction of the Subgrantee’s business. Duplicate files, copies, library materials, and stocks of

obsolete blank forms or pamphlets originally intended for distribution are not considered to be official records or record copies.

“*Records*” mean all books, papers, maps, photographs, or other official documentary materials, regardless of physical form or characteristics, made, produced, executed, or received by the Subgrantee in connection with the transaction of public business and must be preserved as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the Subgrantee.

“*Record Retention Policy*” means the Subgrantee’s record retention policy that provides guidance in establishing and maintaining an efficient records management program.

“*Service Providers*” mean all third parties who, in the ordinary course of the Subgrantee]’s business, are provided access to Borrower Information.

C. THE INFORMATION SECURITY POLICY

The five elements of this Policy require the Subgrantee to: (i) designate one or more employees to coordinate this Policy, (ii) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Borrower information, (iii) ensure that safeguards are employed to control the identified risks and that the effectiveness of these safeguards is regularly tested and monitored, (iv) select Service Providers that are capable of maintaining appropriate safeguards and require them, by contract, to implement and maintain such safeguards and (v) evaluate and adjust this Policy based on the results of the testing and monitoring, any material changes to operations, or any other circumstances that have or may have a material impact on this Policy.

1. Safeguard Program Coordinator

The Subgrantee hereby designates _____ as the person who will be responsible for implementing and maintaining this Policy by the Subgrantee (the “Safeguard Program Coordinator”). The responsibilities of the Safeguard Program Coordinator include, but are not limited to, the following:

(i) The Safeguard Program Coordinator must identify the individuals at the Subgrantee’s office who have access to Borrower Information and the Safeguard Program Coordinator must maintain a current listing of these individuals.

(ii) The Safeguard Program Coordinator must identify potential and actual risks to the security and privacy of Borrower Information, evaluate the effectiveness of current safeguards for controlling these risks, design and implement additional required safeguards and regularly monitor and test the application of this Policy.

(iii) The Safeguard Program Coordinator ensure that (i) adequate training and education programs are developed and provided to all employees with access to Borrower Information and that (ii) existing policies and procedures that provide for the security of Borrower Information are reviewed and adequate.

(iv) The Safeguard Program Coordinator must identify Service Providers with access to Borrower Information, ensure that these Service Providers are included within the scope of this Policy and maintain a current listing of these Service Providers.

2. Risk Identification and Assessment

Under the guidance of the Safeguard Program Coordinator, each employee or member of the Subgrantee with access to Borrower Information must take steps to identify and assess internal and external risks to the security, confidentiality and integrity of the Borrower Information. At a minimum, such risk assessment must consider: (i) employee training and management, (ii) information systems, including network and software design, (iii) information processing, storage, transmission and disposal and (iv) detecting, preventing and responding to attacks, instructions or other systems failures. The Safeguard Program Coordinator must ensure that risk assessments are conducted at least annually and more frequently when needed.

Employee training and management include:

- (i) checking references prior to hiring employees who will have access to Borrower Information;
- (ii) asking every new employee to sign an agreement to follow the Subgrantee's confidentiality and security standards for handling Borrower Information;
- (iii) training employees to take basic steps to maintain the security, confidentiality and integrity of Borrower Information, such as: (a) locking rooms and file cabinets where paper records are kept; (b) using password-activated screensavers; (c) using computer passwords with at least six characters long including numbers; (d) changing computer passwords periodically and not posting passwords near employees' computers; (e) referring calls or other requests for Borrower Information to the Safeguard Program Coordinator; and (f) recognizing any fraudulent attempt to obtain Borrower Information and reporting it to the Safeguard Program Coordinator;
- (iv) reminding all employees of this Policy and the legal requirements;
- (v) limiting access to Borrower Information to employees who have a business reasons for seeing it; and
- (vi) imposing disciplinary measures for any breaches.

3. Borrower Information Safeguards and Monitoring

The Safeguard Program Coordinator must verify employees with access to Borrower Information design and implement reasonable safeguards to control identified risks to the security, confidentiality and integrity of Borrower Information and that the effectiveness of these safeguards is monitored regularly. Such safeguards and monitoring must include the following:

a. Employee Management and Training

Safeguards for information security include training of those individuals with authorized access to Borrower Information. The Safeguard Program Coordinator must

work develop appropriate training and education programs for all affected current and new employees.

b. Records Safeguards

Safeguards for Records and Non-Record Material containing Borrower Information must include:

- (i) creating and implementing access limitation to Records containing Borrower Information;
- (ii) storing Records containing Borrower Information in a secure area with limited access;
- (iii) protecting Records containing Borrower Information from physical hazards such as fire or water damage;
- (iv) disposing of properly outdated records containing Borrower Information pursuant to the Secured Destruction of Borrower Information section of this Policy;
- (v) disposing of Non-Record Materials containing Borrower Information when they cease to be useful pursuant to the Secured Destruction of Borrower Information section of this Policy; and
- (vi) other reasonable measures to secure Records and Non-Record Materials containing Borrower Information during the course of its life cycle while in the Subgrantee's possession or control.

c. Information Systems Safeguards

“Information Systems” include network and software design, as well as data processing storage, transmission and disposal. The Subgrantee must implement and maintain safeguards to control the risks to Information Systems, as identified through the risk assessment process. Safeguards for the Information Systems must include:

- (i) creating and implementing access limitation to Information Systems that stores Borrower Information;
- (ii) using secure, password-protected systems within and outside the Subgrantee for access to the Information Systems that stores Borrower Information;
- (iii) regularly obtaining and installing patches to correct software vulnerabilities;
- (iv) permanently removing Borrower Information from computers, diskettes, magnetic tapes, hard drives or other electronic media prior to disposal;
- (v) protecting the Information Systems from physical hazards such as fire or water damage;

(vi) detecting, preventing and responding to network attacks or other Information Systems failures; and

(vii) other reasonable measures to secure the Information System that stores Borrower Information during the course of its life cycle while in the Subgrantee's possession or control.

4. SERVICE PROVIDERS

The Safeguard Program Coordinator must identify Service Providers with access to Borrower Information. The Safeguard Program Coordinator must ensure that reasonable steps are taken to select and retain Service Providers that are capable of maintaining appropriate safeguards for Borrower Information and must require Service Providers, by contract, to implement and maintain such safeguards.

5. MONITORING AND TESTING SAFEGUARDS

The Safeguard Program Coordinator must develop and implement procedures to test and monitor the effectiveness of information security safeguards. Monitoring levels must be appropriate to the probability and potential impact of the risks identified, as well as the sensitivity of the information involved. Monitoring may include sampling, systems checks, systems access reports and any other reasonable measure.

D. NOTICE OF A BREACH TO ILLINOIS BORROWERS

Following discovery or notification of a breach of the Subgrantee's security of the Borrower Information, the Safeguard Program Coordinator shall notify Illinois residents at no charge that there has been a breach. The notice shall be made in the most expedient time possible and without unreasonable delay, consistent with any measures necessary to determine the scope of the breach and restore the reasonable integrity, security and confidentiality of the data system. The notice may be provided in writing or electronically so long as the electronic notice is consistent with provisions regarding electronic records and signatures for notices legally required to be in writing pursuant to 15 U.S.C. § 7001.

If the Safeguard Program Coordinator notifies more than 1,000 persons of a breach of the security, the Safeguard Program Coordinator shall also notify all Borrower reporting agencies that compile and maintain files on Borrowers on nationwide basis, as defined by U.S.C. Sec. 1681a(p), of the timing, distribution and content of the notices. Such notices to the Borrower reporting agencies will not disclose the names or other personal identifying information of breach notice recipients.

The Safeguard Program Coordinator shall submit a report within five (5) business days of the discovery or notification of a breach of the security of the system data or written material to the Illinois General Assembly. Such report shall include: listing of the breaches; and outlining any corrective measures that have been taken to prevent future breaches of the security of the system data or written material. If the Safeguard Program Coordinator has submitted a report as described in this section, the Safeguard Program Coordinator shall submit an annual report listing all breaches of security of the system data or written materials and the corrective measures that have been taken to prevent future breaches.

E. SECURED DESTRUCTION OF BORROWER INFORMATION

The Subgrantee shall dispose Properly Outdated Records and Non-Record Material containing Borrower Information in such a manner as to ensure the security and confidentiality of such information. Pursuant to the Disposal Rule, the Recipient must take reasonable measures to dispose of Borrower Information to avoid the unauthorized use of, or access to, Borrower Information in connection with its disposal. Although the Disposal Rule does not mandate any one form of disposal, the Subgrantee has determined that all shredding shall be done by an authorized vendor (the “Authorized Vendor”). Properly Outdated Records and Non-Record Material containing Borrower Information shall be placed in locked trash bins as located throughout the Subgrantee when awaiting disposal by the Authorized Vendor. The Safeguard Program Coordinator shall arrange to have the locked trash bins picked up on a regular schedule. The Authorized Vendor shall transport the locked trash bins in a secure truck to the Authorized Vendor’s off-site shredding facility. The Authorized Vendor shall shred the Properly Outdated Records and Non-Record Material containing Borrower Information by its shredding machine.

F. REVIEW AND ADJUSTMENT OF THIS POLICY

The Safeguard Program Coordinator must evaluate and adjust annually this Policy in connection with the results of the testing and monitoring described above, as well as any material changes to the Subgrantee’s operations, including changes in technology, the sensitivity of Borrower Information and any other circumstances that may reasonably impact this Policy. The Safeguard Program Coordinator and the Committee must review this Policy annually to assure ongoing compliance with GLB Act, the Safeguards Rule, the Disposal Rule, and PIP Act, and as well as consistency with other existing and future laws and regulations.

G. STRICT ADHERENCE TO THE INFORMATION SECURITY POLICY

Employees of the Subgrantee are expected to become familiar with the Subgrantee’s policy regarding information security and to strictly adhere to the procedures outlined in this Policy.

VILLAGE OF PARK FOREST,

an Illinois municipal corporation

By: _____

Name: _____

Title: _____

EXHIBIT L

IDENTITY OF INTEREST AFFIDAVIT

[Date]

Illinois Housing Development Authority

401 North Michigan Avenue, Suite 700

Chicago, Illinois 60611

Re: [Property name or identification and IHDA loan #]

I hereby certify that there is no identity of interest between myself, _____, as general contractor for _____, the ___ unit apartment development to be rehabilitated at _____, _____, Illinois ("Project") and _____ ("Owner"). Nor is there any identity of interest between myself and any members, partners, directors or shareholders of Owner. I am unaware of any pending or threatened litigation involving the Project or any other project I have an interest in through contract, ownership or otherwise.

General Contractor:

By: _____

Name: _____

Title: _____

EXHIBIT M

**CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS**

The undersigned certified, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: _____ DATE: _____

Name: _____

Title: _____

Entity Name: _____

EXHIBIT N

Rental and Income Limits

See Attached

EXHIBIT O

Rehabilitation Standards



ILLINOIS HOUSING DEVELOPMENT AUTHORITY

HOME REHABILITATION AND CONSTRUCTION GUIDELINES

Updated April 2010

INTRODUCTION

The HOME Rehabilitation and Construction (Guidelines) are being provided as an aide for developers, architects and contractors for the design and construction of quality affordable housing. These Guidelines shall be used as a reference in establishing Illinois Housing Development Authority's (Authority) minimum quality standards. The Authority will use these standards to evaluate the plans, specifications and other relevant data of the proposed developments, including new construction, rehabilitation and the adaptive reuse of existing buildings. We encourage users to exceed these minimum requirements whenever possible, making projects more viable and extending their longevity. By increasing items such as the buildings energy efficiency, utilizing environmentally friendly materials, and insuring projects are more cost effective to construct and operate, the owner, taxpayer and the end-user all benefit.

These Guidelines are primarily for single-family and small multifamily structures. These provisions shall apply only to existing residential buildings or those which will be residential upon completion of rehabilitation. The Guidelines shall not prohibit additions or alterations that meet the requirements of building codes and zoning ordinances for new construction. In the event the scope of work is beyond that which is referenced herein, the Authority's Architectural Planning and Construction Guidelines shall be utilized.

The Authority's review of projects will be based in-part by the following broad policy objectives:

- The quality of the buildings and other improvements must be consistent with the underwriting and program requirements.
- The project must comply with all local, state, and federal codes or regulations (including any applicable lead-based paint, mold, asbestos regulations and any other Authority



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

requirement).

- The design and construction must be consistent with recognized standards and accepted construction industry practices.
- The Authority reserves the right to object to any proposed building system or material selection as being in conflict with the Authority's interests.

The Guidelines are subject to change and modification, this version supersedes and replaces any prior versions. The Authority will also evaluate certain aspects of the Guidelines that may require modification in order to meet the unique site, design or use of the development. In this event, the Authority will consider modification requests on a case by case basis. It is therefore highly recommended that Authority staff be involved in your project at the earliest stage possible to provide guidance through the review process.

TABLE OF CONTENTS

INTRODUCTION	3
SECTION 1.00 - DEFINITIONS	1
SECTION 2.00 - PLAN REVIEW PROCESS	10
SECTION 3.00 - CODES AND REGULATIONS	10
SECTION 4.00 - DESIGN AND PLANNING	12
SECTION 5.00 - SITE STANDARDS	14
SECTION 6.00 - BUILDING STANDARDS:	15
SECTION 7.00 - DWELLING UNIT STANDARDS:	17
SECTION 8.00 - MECHANICAL, PLUMBING AND ELECTRICAL STANDARDS	21
SECTION 9.00 - ACCESSIBILITY STANDARDS	26



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

SECTION 10.00 - ENERGY EFFICIENCY STANDARDS 26

SECTION 11.00 - INSPECTIONS 27

SECTION 12.00 - CHANGE ORDERS 27



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

SECTION 1.00 - DEFINITIONS

Unless otherwise expressly stated, the following terms shall, for the purposes of the Guidelines, have the meaning shown in this Section. Where terms are not defined in this Section, they shall have ordinarily accepted meanings such as the context implies.

“Accessible Dwelling Unit”: A unit that is approached, entered, and used by physically challenged people.

“Accessible Route”: A continuous unobstructed path connecting all accessible elements and spaces of a building or facility. Interior accessible routes may include corridors, doorways, floors, ramps, elevators, lifts, skywalks and tunnels. Exterior accessible routes may include parking spaces, parking access aisles, curb ramps, crosswalks at vehicular ways, walks, ramps, and lifts.

“Accessibility Standards”: Accessibility standards mean the Illinois Accessibility Code, the Fair Housing Act, Americans with Disabilities Act, local building codes, and Section 504 of the 1973 Rehabilitation Act.

“Adaptability or Adaptable”: The ability of certain building spaces and elements, such as: kitchen counters, sinks, and grab bars, to be added or altered so as to accommodate the needs of individuals with or without disabilities or to accommodate the needs of persons with different types or degrees of disability.

“Adaptable Dwelling Unit”: A dwelling unit constructed and equipped so it can be converted with minimal structural change for use by persons with different types and degrees of environmental limitation.

“Adaptive Reuse”: The process of converting or adapting structures for purposes or uses other than those initially intended.

“Addition”: An expansion, extension, or increase in the gross floor area of a building or facility.

“Alteration”: Any modification or renovation that affects or could affect the usability of the building or facility or part of the building or facility. Alteration includes*, but is not limited to, remodeling, renovation, rehabilitation, reconstruction, historic preservation, historic reconstruction, historic restoration (as separately required in Section 400.610), changes or rearrangement of the structural parts or elements, extraordinary repairs (as defined herein), changes to or replacement of plumbing fixtures



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

or controls, changes or rearrangement in the plan configuration of walls and full-height partitions, and changes or improvements to parking lots (as separately required in Section 400.510 (e) 10) (c).

***The following work is not considered to be an alteration unless it affects the usability of the building or facility:** normal maintenance, re-roofing, interior or exterior redecoration, changes to mechanical and electrical systems, replacement of plumbing, piping or valves, asbestos removal, or installation of fire sprinkler systems. (Section 3, Environmental Barriers Act - EBA).

“Approved”: As applied to a material, device, or mode of construction, means approved by the Authority in accordance with the provisions of these standards, or by the authority designated by law to give approval of the matter in question.

“Architect/Engineer of Record”: An architect, professional engineer, or structural engineer as defined by the Illinois Architecture Practice Act, the Illinois Professional Engineering Practice Act, or the Illinois Structural Engineering Licensing Act who has the contract responsibility for the project, who prepares the construction documents from which the building is constructed, and who signs the required documents.

“Architect/Engineer-Consulting”: An architect, professional engineer, or structural engineer as defined by the Illinois Architecture Practice Act, the Illinois Professional Engineering Practice Act, or the Illinois Structural Engineering Licensing Act who provides his professional services such as civil, mechanical, electrical and plumbing engineering and design, to the “Architect of Record”.

“Area, Gross”: The total area of a building or part of a building measured from the outside face of the exterior walls, including areas of usable or occupiable basements, but not including areas of basements used for storage or mechanical purposes only, overhangs, and mechanical penthouses on the roof.

“Area, Net”: The total usable or occupiable area within the enclosing walls or partitions exclusive of shafts, partitions, columns, walls, elevators, stairs, permanent fixtures, toilet rooms, janitor closets, and mechanical, electrical, and telephone rooms.

“Area of Rescue Assistance”: An area, which has direct access to an exit, where people who are unable to use stairs may remain temporarily in safety to await further instructions or assistance during emergency evacuation.



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

“Building Code, Applicable”: The building code adopted by the administrative authority under whose jurisdiction the work involved with the construction, addition, alteration, or change of occupancy will be carried out. If no building code has been adopted by the administrative authority, or if the work is not within a municipal or other administrative authority’s jurisdiction, the building code shall be deemed to be the 2006 International Building Code package with amendments.

“Change Order”: A written request prepared on A.I.A. Form G701 that changes the scope of work from the Authority approved drawings and specifications. The change order must be signed by the Owner, Architect of Record, and the Contractor and presented to the IHDA field representative at least one month before requesting the payment on a draw.

“Clear Floor Space”: The minimum unobstructed floor or ground space required to accommodate a single, stationary wheelchair and occupant.

“Common Use or Common Areas”: Areas (including interior and exterior rooms, spaces, or elements) which are held out for use by all tenants, their guests, and owners in public facilities and multi-story housing units.

“Cross Slope”: The slope that is perpendicular to the direction of travel (see Running Slope).

“Curb Ramp”: A short ramp cutting through a curb or built up to it.

“Detectable Warning”: A standardized surface feature built in or applied to a walking surfaces or other element to warn people with visual impairments of hazards on the circulation path. The State of Illinois has adopted the truncated dome standard with a contrasting color to the base surface.

“Dwelling Unit”: A single residential unit which provides a kitchen or food preparation area, in addition to rooms and spaces for living, bathing, sleeping, and the like.

“Efficiency or Studio Unit” A unit used or intended to be used as a residential housekeeping unit by not more than one occupant for living, sleeping, and cooking facilities. The unit shall contain not less than 300 square feet of floor area for new construction projects and not less than 250 square feet for rehabilitation projects, including the floor areas for bathrooms and closets.

“Emergency Warning System”: A fire alarm, carbon monoxide, smoke or heat detector system used to activate emergency audible and visual alarms.



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

“Entrance”: Any access point to a building or portion of a building used for the purpose of entering. An entrance includes the approach walk, the vertical access leading to the entrance platform itself, vestibules, if provided, and the entry door or doors or gate or gates

“Environmental Barrier”: An element or space of the built environment which limits accessibility to or use of the built environment by environmentally limited persons.

“Exit”: That portion of a means of egress which is separated from all other spaces of a building or structure by construction or equipment as required by the applicable building code to provide a protected way of travel to the exit discharge. The walls ceiling, and openings therein, of the protected way of travel shall provide a fire resistance rating required by the applicable building code.

“Exit Access”: That portion of a means of egress that leads to an exit.

“Exit Discharge”: That portion of a means of egress between the termination of an exit and a public way.

“Extraordinary Repair”: The replacement or renewal of any element of an existing building or facility for purposes other than normal routine maintenance. It includes, but is not limited to: replacement of sidewalk and curb ramp, replacement of a door and frame, complete stair replacement and plumbing fixture replacement (see Alteration).

“Facility”: All or any portion of buildings, structures, site improvements, complexes, equipment, roads, walks, passageways, parking lots, or other real or personal property located on a site (*see Public Facility*).

“Floor”: Any level within a building that may be occupied by the public. Mezzanines and seating tiers are not included in the definition of “Floor” in the Illinois Accessibility Code.

“Functional Spaces”: The rooms or spaces in a building or facility that house the primary functions for which the building or facility is intended, and the secondary or supporting functions that relate to the support, maintenance or performance of the primary functions, including connective or ancillary space such as parking and storage. Unfinished or undeveloped space is included as a “Functional Space”.

“Governmental Unit”: The State or any political subdivision thereof, including but not limited to any county, town, township, city, village, municipality, municipal corporation, school district (Section 3,



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

EBA), park district, sanitary district, local housing authority, public commission, public authority, the Authority or other special purpose district.

“Grade”: The elevation of the finished surface of the ground, paving, or sidewalk within the area between the building and an imaginary line five feet (5') from the building.

“Ground Floor”: Any occupiable floor less than one story above or below grade with direct access to grade. A building or facility always has at least one ground floor and may have more than one ground floor as where a split-level entrance has been provided or where a building is built into a hillside. A building where the first floor containing dwelling units is above grade that floor will be considered the ground floor. For example, a grade level or slightly below grade floor contains parking, laundry, building office, and storage is not considered a ground floor. The first floor in a building of this type containing dwelling units will be considered the ground floor

“Habitable Room”: A room within a residential occupancy and used or intended to be used for living, sleeping, eating or cooking purposes, as well as any room within a residential occupancy but does not include bathrooms, toilet rooms laundries, pantries, foyers, corridors, storage spaces, stairways or closets.

“Historic Building”: All buildings, parts of buildings, facilities or sites individually listed in or eligible for listing in the National Register of Historic Places, a “contributing” building or site in a National Register Historic District as determined by the Illinois Historic Preservation Agency (IHPA) or as determined by a “Certified Local Government” designated by the IHPA, a building or site designated as a historic or architectural landmark by a local Landmarks Commission or local Historic Preservation Commission, and buildings which undergo historic reconstruction.

“Historic Preservation”: The act or process of accurately preserving and/or recovering the form and details of a historic building and its setting as it appeared at a particular period of time by means of repair, stabilization, or restoration as defined herein. Historic Preservation also includes “Historic Reconstruction and Historic Restoration”.

“Historic Reconstruction”: The act or process of reproducing by new construction the exact form and detail of an original building, structure, object, or part thereof as it appeared at a specific period of time. Historic Reconstruction only applies to reconstruction of buildings which are open to view by the public, are used to demonstrate historic or architectural values, and/or are used for purposes of display of a historic building type, design, and technique of construction or period setting.



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

“Historic Restoration”: The act or process of accurately recovering the form and details of a building or facility and its setting as it appeared at a particular period of time by means of the removal of later works or replacement of missing earlier work.

“Housing, Financed or Guaranteed by a Government Unit”: Any building, facility or portion thereof, excluding in-patient medical care facilities, which contains one or more dwelling units or sleeping accommodations, and which is owned by or on behalf of a governmental unit, or financed, in whole or in part, for either initial construction or subsequent alteration, by a grant or loan made or guaranteed by a governmental unit. Such housing may include, but is not limited to, one family dwellings and multi-family dwellings, including multi-story apartment buildings, group homes, dormitories and housing for the elderly.

“Interior Redecoration”: Replacement of interior floor, wall, and ceiling decorative finishes (such as carpet, wall coverings, paint, and paneling), window treatments (such as drapery, blinds, and shades), interior space lighting, fixtures, furnishings, and furniture.

“Masonry Unit” Brick, tile, stone, glass block or concrete block conforming to the requirements specified in Section 2103 of the 2006 International Building Code.

“Means of Egress”: A continuous and unobstructed path of travel from any point in a building or structure to a public way, consisting of three separate and distinct parts: the exit access, the exit, and the exit discharge. A means of egress comprises vertical and horizontal means of travel and includes intervening room spaces, doors, hallways, corridors, passageways, balconies, ramps, stairs, enclosures, lobbies, escalators, horizontal exits, courts and yards. (Section 3, EBA).

“Mezzanine”: Any intermediate occupiable and usable level placed above any floor of a building and limited to 33% of the net floor area of the floor over which it is placed. The net area of a mezzanine is included in the net area of the floor above which it is placed.

“Multi-Story Building”: Any building of any type two or more stories above the grade level containing any number of units.

“Multi-Story Housing Unit”: Any building of four or more stories containing ten or more dwelling units constructed to be held out for sale or lease by any person to the public. (Section 3, EBA). This category includes, but is not limited to, the following building types: apartment buildings, condominium apartment buildings, convents, housing for the elderly and monasteries.



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

“Other Alterations”(Section 504): If the project involves fewer than 15 units or the cost of alterations is less than 75% of the replacement cost of the completed facility and the recipient has not made 5% of its units in the development accessible to and usable by individuals with disabilities, then the requirements of 24 CFR 8.23(b) apply. Under this section, alterations to dwelling units shall, to the maximum extent feasible, be made readily accessible to and usable by individuals with disabilities. If alterations to single elements or spaces of a dwelling unit, when considered together, amount to an alteration of a dwelling unit, the entire unit shall be made accessible. Alteration of an entire unit is considered to be when at least all of the following individual elements are replaced:

- Renovation of whole kitchens, or at least replacement of kitchen cabinets; and
- Renovation of the bathroom, if at least bathtub or shower is replaced or added, or a toilet and flooring is replaces; and
- Replacement of entrance door jambs.

When the entire unit is not being altered, 100% of the single elements being altered must be made accessible until 5% of the units in the development are accessible. However, the HUD strongly encourages a recipient to make 5% of the units in a development readily accessible to and usable by individuals with mobility impairments, since that will avoid the necessity of making every element altered accessible, which often may result in having partially accessible units which may be of little or no value for persons with mobility impairments. It is also more likely that the cost of making 5% of the units accessible up front will be less than making each and every element altered accessible. Alterations must meet the applicable sections of the UFAS which govern alterations.

“Power-Assisted Door”: A door used for human passage, with a mechanism that helps to open the door, or relieves the opening resistance of the door, upon the activation of a switch or a continued force applied to the door itself.

“Principal or Primary Entrance”: An entrance intended to be used by the residents or users to enter or leave a building or facility. This shall include, but is not limited to, the main entrance.

“Privately Owned Building”: Any building which is not publicly owned as defined herein.

“Project”: Any building, structure or site including the related improvements owned or financed in whole or in part by the Authority, or one in which the Authority has or will have an interest.

“Public”: Any group of people who are users of the building and employees of the building, excluding those people who are employed by the owner of a building for construction or alteration of a building. (Section 3, EBA).



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

“Public Facility”: Any building, structure, or site improvement which is: (i) owned by or on behalf of a governmental unit; leased, rented or used, in whole or in part, by a governmental unit: financed, in whole or in part, by a grant or a loan made or guaranteed by a governmental unit. (ii) used or held out for use or intended for use by the public or by employees for one or more of, but not limited to, the following: the purpose of gathering, recreation, transient lodging, education, employment, institutional care, or the purchase, rental, sale or acquisition of any goods, personal property or services; places of public display or collection; social service establishments; and stations used for specified public transportation. (Section 3, EBA).

“Public Use”: Interior and exterior rooms or spaces that are made available to the general public at a building or facility that is privately or publicly owned.

“Ramp”: A walking surface which has a running slope greater than 1:20 and a cross slope no greater than 2%.

“Rehabilitation”: Rehabilitation includes the following categories:

1. Repairs to, or replacement of, present elements of any existing building, such as windows, stairs, flooring, wiring, plumbing, heating, etc.; or
2. Re-arrangement of rooms, by the relocation of partitions or walls, or by the installation of new bathrooms or kitchens; or
3. The general replacement of the interior or portions of the interior of a building which may or may not include changes to structural elements, such as floor systems, roof systems, columns, or load-bearing interior or exterior walls.

“Reproduction Cost”: The estimated cost of constructing a new building, structure, or site improvement of like size, design and materials at the site of the original building, structure, or site improvement, assuming such site is clear. The reproduction cost shall be determined by using the recognized standards of an authoritative technical organization (see Authoritative Technical Organization for examples of estimating guides). (Section 3, EBA).

“Running Slope”: The slope that is parallel to the direction of travel (see Cross Slope).

“Service Entrance”: An entrance intended primarily for delivery of goods or services. A service entrance may not be the principal entrance unless it is the only entrance to the building/facility.



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

“Single Room Occupancy Unit or SRO” A unit used or intended to be used as a residential housekeeping unit by not more than one occupant for living, sleeping, with or without cooking facilities. The unit shall contain not more than one habitable room consisting of not less than 180 square feet and not more than 250 square feet of floor area for new construction projects and not less than 150 square feet for rehabilitation projects, excluding the floor areas for bathrooms, toilet rooms, laundries, pantries, foyers, corridors, storage spaces, stairways and closets.

“Storage, Bulk”: A clear volume space provided for storage of personal items such as luggage, boxes of seasonal items or any bulk items. The space may be located in the dwelling unit, in a separate room in the building, or in a separate building on the same site.

“Structural Change”: Changes to or rearrangement of the structural elements, plumbing fixture changes, or changes to or rearrangement of the plan configuration of walls and full height partitions.

“Structurally Impracticable”: Those rare circumstances when the unique characteristics of terrain prevent the incorporation of accessibility features in new construction.

“Substantial Alteration (Section 504)”: Alterations are substantial if they are undertaken to a project that has 15 or more units and the cost of the alterations is 75% or more of the replacement cost of the completed facility. [See 24 CFR 8.23(a)]. The new construction provisions of 24 CFR 8.22 shall apply. Section 8.22 requires that a minimum of 5% of the dwelling units, or at least one unit, whichever is greater, shall be made accessible to persons with mobility disabilities and an additional 2% of the dwelling units, or at least one unit, whichever is greater, shall be made accessible to persons with hearing or visual disabilities.

“Technically Infeasible”: With respect to an alteration of a building or a facility, a change that has little likelihood of being accomplished because existing structural conditions would require removing or altering a load-bearing member, which is an essential part of the structural frame; or because other existing physical or site constraints prohibit modification or addition of elements, spaces or features which are in full and strict compliance with the minimum requirements for new construction and which are necessary to provide accessibility. (ADA Accessibility Guidelines 4.1.6)

“Toilet or Powder Rooms”: At a minimum, a room consisting of one water closet and one lavatory.

“Vehicular Way”: A route intended for vehicular traffic, such as a street, driveway or parking lot.



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

“Visitability”: The requirement that all single-family homes, townhouses, multi-story housing units, and multi-family apartment units provide accessible features that permit people with mobility impairments to visit (enter and stay, but not live in) a residence.

SECTION 2.00 – PLAN REVIEW PROCESS

At the earliest possible date, the developer should submit a scope of work, and if required one set of preliminary drawings to the Authority for analysis and comment. This review and approval must take place prior to the project being presented to the IHDA Board. Any major modifications to the project after Board approval must be approved by the Authority and possibly IHDA Board.

A Property Needs Assessment (PNA) may be required for multi-family rehabilitation projects and must be submitted at the time of application. The PNA will evaluate the current condition of the asset(s) and include a cost estimate for any critical, immediate and long term repairs. The PNA must be prepared by an IHDA approved vendor. The approved vendors list may be found on the IHDA website (www.ihda.org). The selected vendor cannot be the design architect for the project nor can they prepare the developers scope of work for the project.

SECTION 3.00 - CODES AND REGULATIONS

The project shall comply with applicable zoning ordinances (including variances or amendments), these Guidelines and the relevant building codes. The project shall obtain all necessary building permits and required inspections to obtain a certificate of occupancy for conversion/new construction, or a final approval for rehabilitation/renovation projects.

In addition, the development shall incorporate design and compliance features mandated by the 2006 edition of the International Building Code, included but not limited to: International Residential Code, International Fire Code, International Mechanical Code, International Fuel Gas Code, International Energy Conservation Code, International Property Maintenance Code, International Existing Building Code, Current Edition of the National Electrical Code, Current Edition of the Illinois State Plumbing Code, Minimum Property Standards for Housing (MPS) U.S. Department of Housing and Urban Development (HUD), The Federal Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Asbestos regulations as implemented by HUD, EPA and the Illinois EPA, 24 CFR Parts 3280 and 3285 of the Model Manufactured Home Installation Standards, the Illinois Accessibility Code and other design



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

criteria. Compliance with State and/or Federal accessibility requirements and Authority Energy Efficiency Standards is mandatory.

If there is a conflict between the requirements of the applicable codes and/or these standards, the most stringent requirement will prevail. If there are any questions regarding the codes, the developer or his architect should consult with Authority Architectural Services staff to determine whether the proposed development would be subject to such requirements. During the construction process, owners and/or architects will be asked to certify compliance with applicable regulations. The Authority or its representatives will check for compliance with standards set forth by federal, state and local regulations.

The following codes and regulations should to be used in preparation of the scope of work:

3.01 Local Building Codes:

In areas where there is no local governing building code, the requirements indicated in the 2006 International Building Code, 2006 International Residential Code, 2006 International Existing Building Code, and the 2006 International Energy Conservation Code will apply.

3.02 Fair Housing Act applies to all **new** multi-family housing consisting of four or more dwelling units built for first occupancy after March 13, 1991.

The "Architect of Record" will be required to survey the entire project and certify compliance with the Fair Housing Act for those buildings built for first occupancy after March 13, 1991 and buildings where the last building permit or renewal thereof was issued after June 15, 1990 before any new addition or alteration to those buildings will be approved by the Authority.

3.03 Illinois Accessibility Code applies to all "public facilities" and "multi-story housing units" as defined and governed by the EBA and located, in whole or in part, within the legal geographic boundaries of the State of Illinois, unless specifically exempted. This Code is applicable when work involving new construction of PROJECTS containing five or more units, alterations, additions, historic preservation, restoration, or reconstruction in whole or in part begins after the effective date of this Code.

The Illinois Accessibility Code together with the Environmental Barriers Act and the standards incorporated by reference identified in Section 400.120 has the force of a building code and as such is law in the State of Illinois.



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

- 3.04** The **IHDA Architectural Planning and Construction Guidelines** applies to all new multi-family buildings owned or financed in whole or in part by the Authority.
- 3.05** **Section 504 of the Rehabilitation Act of 1973 (29 U.S.C 794)** applies recipients of federal financial assistance for new construction, substantial rehabilitation and other alterations.
- 3.06** **Illinois State Plumbing Code (current edition)**
- 3.07** **The IHDA Home Rehabilitation Standards** applies to all one and two family dwellings and other buildings with less than 5-units owned or financed in whole or in part by the Authority.
- 3.08** **Lead Based Paint Hazards:** All federally-assisted projects having units constructed before 1978 must comply with Title X of the Housing and Community Redevelopment Act of 1992 regulations found in 24 CFR Part 35 dated September 15, 1999, and the Illinois Lead Poisoning Prevention Code, 77 IL. Admin. Code 845. In addition, all properties and/or units must comply with the Environmental Protection Agency , final rule developed under the Toxic Substances and Control Act specifically 40 CFR Part 745, as it relates to the Lead Renovation, Repair, and Painting Program.

SECTION 4.00 – DESIGN AND PLANNING

The following standards are being provided as an aide in the development and design process. These requirements represent the minimum standards as imposed by the Authority. In addition to the previously mentioned Codes and Regulations, the construction must also be consistent with recognized standards and accepted practices in the construction industry.

These standards are primarily for rehabilitation projects however any new work done in the rehabilitation or adaptive reuse, the Project shall comply with the standards for the new materials. If unsure as to which standards shall apply, IHDA staff should be consulted.

The Authority encourages the incorporation of innovation and cost effectiveness whenever possible. The Authority recommends careful consideration of the material selection for the Project. Attempts should be made to incorporate long lasting and durable materials that will minimize unnecessary maintenance and replacement.

Projects financed through the Authority shall adhere to the Rehabilitation Priority whenever possible. It is the intent of the Authority that the Project meets at a minimum the HOME Rehabilitation and Construction Guidelines. The Authority has also incorporated the Section 8 Housing Quality Standards-



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

IHDA Property Standards for Rehabilitation checklist which shall be utilized as a guide in determining the overall compliance once the project is completed.

4.01 Rehabilitation Priority: The scope of work shall to the greatest extent feasible be structured to adhere to the rehabilitation priority as indicated in Categories A through D. Any deviation from this priority should be approved by Authority staff.

4.02 Category A. Code Violations and the Authority Standards

These items include any code violations from the local housing code, building code or other relevant code as indicated in Section 3 above, in addition to the various Authority Standards as indicated in Sections 5 through 10 below.

When sufficient public and/or private funds are available, all Category A items shall be completed. If there are insufficient resources to complete all the items in Category A, then work items will be subject to the following priorities:

- Life threatening conditions.
- Health and safety items, including accessibility modifications.
- Structural, electrical, mechanical, plumbing and fire prevention code items.
- Other violations.

4.03 Category B. Incipient Violations

These items include those elements of the project which are not in violation of the various codes or standards, but appear to be in a condition that will deteriorate into a code violation if unaddressed (i.e. a roof that is still intact but may only have a few more years of useful life).

Should sufficient resources be available to complete all items in Category A then Category B items will be undertaken.

4.04 Category C. Energy Conservation

These items are directly related to the conservation of energy by upgrading the Project's thermal protection, such as increased insulation, water saving fixtures, high efficiency furnaces and Low E window replacement.



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

Items in this category will be completed if sufficient funds remain after completion of items in Categories A and B.

4.05 Category D. General Property Improvements

These items constitute improvements generally made to enhance the project. Typically these owner requests can be accomplished once all items in Category A, B and C have been addressed. Luxury items will not be allowed.

SECTION 5.00 - SITE STANDARDS

- 5.01** All roofs, paved areas, yards, courts and courtyards shall drain into a separate storm sewer system, or a combined sewer system if permitted by the jurisdiction, or to an approved place of disposal.
- 5.02** Where approved, storm water from the roofs, paved areas, yards, courts and court yards, may be permitted to discharge onto flat areas, such as streets, parking areas, or lawns, provided that the storm water flows away from the building.
- 5.03** Storm water discharge and disposal must be acceptable to the local authorities and the State of Illinois Environmental Protection Agency.
- 5.04** Finished grade at the exterior perimeter of the building shall be slope away from the building at a slope of 5% for a minimum of 10-feet measured perpendicular to the wall.
- 5.05** Buildings located within the 100-year flood plain will require flood insurance except those projects that have gone through the 8-step process and can produce a letter of map revision.
- 5.06** In areas showing evidence of adverse ground water conditions, an approved method of correcting conditions shall be provided as part of the rehabilitation work.
- 5.07** Hard surface walkways shall be provided for all-weather access from the street or other public open space to all building entrances.
- 5.08** Parking and driveway areas shall be hard surfaced for all-weather access.



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

5.09 All new main sidewalks must be a minimum of 5-feet in width with the exception of service walks which may be 3-feet in width.

Exception: A minimum 6-foot wide sidewalk is required when parking spaces abut sidewalks and the edge of the sidewalk becomes the wheel stop. If pre-cast concrete wheel stops are provided and set a minimum of 30-inches from the edge of the sidewalk to the centerline of the wheel stop, then a 5-foot wide sidewalk will be permitted.

5.10 Concrete curbs at all access drives and parking lots must be provided.

5.11 Each site should have adequate accessibility to streets for public services and to educational, employment, commercial, and public facilities.

5.12 Accessible parking spaces and access aisles, where required, shall be designed so that cars and vans, when parked, cannot obstruct the required clear width of adjacent accessible routes. They shall not have a slope greater than 2% in all directions.

SECTION 6.00 - BUILDING STANDARDS:

6.01 General Requirements:

6.01.1 All components of the building shall be in sound condition or shall be restored to a sound condition.

6.01.2 Roofs should be given particular attention in any survey to be certain of the long term serviceability of the system.

6.01.3 All exterior walls and roofs shall be weather tight or shall be restored to a weather tight condition.

6.02 Foundations: (Additions)

6.02.1 Wall and column support footings shall be constructed of cast-in-place concrete and have a minimum compressive strength of 2,500psi @ 28 days. They shall be reinforced to accommodate the design loads. Timber, steel grillage, or other material used for footings will not be permitted. Wall and column footings shall not bear on frozen ground or unsuitable soil.



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

6.02.2 Cast-in-place concrete, precast concrete and masonry foundation walls will be permitted and shall be designed to meet the requirements of the local building code. Wood foundation systems, rubble stone or any other similar materials used for foundation walls will not be permitted.

6.02.3 Trench foundations are permitted only with the approval of the Authority.

6.02.4 A under slab drainage system must be installed when the water table is 5-feet or less below the bottom of the floor slab to prevent hydrostatic pressure build-up from groundwater fluctuations.

6.03 Exterior Walls:

6.03.1 Exterior wall facings may consist of 4-inch face brick, stone, concrete masonry units, aluminum siding, vinyl siding, metal lath and cement stucco, glass and aluminum curtain wall systems, prefinished steel panels, fiber cement siding, insulated precast concrete decorative panels, and/or wood siding.

6.03.2 Exterior Finish and Insulation System (EIFS) may be used in limited areas as an exterior facing with the approval of the Authority.

6.03.3 Special attention should be given to a review of the lintels and mortar joints when rehabilitating masonry structures. A detailed repair scheme must be incorporated in the plans and specifications including the clearly defined areas where lintel repair and tuckpointing work is to be performed.

6.04.0 Stairs:

6.04.1 All new stairs shall be constructed with a maximum riser of 7 inches and a minimum tread of 11 inches including nosing. Open risers are not permitted.

6.04.2 Exterior stairs and their approaches shall be designed so that water will not accumulate on walking surfaces.

6.04.3 Stairs, porches, and ramps over 30" in height shall have guards (balusters) which do not allow passage of a 6" sphere.



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

6.05 Roofing and Insulation Material:

6.05.1 All new roofing material shall be asphalt shingles, fiberglass shingles, asbestos-cement shingles, metal, tile, clay or concrete shingles, built-up roofing, wood shakes and shingles and installed in accordance with Chapter 9 of the 2006 International Residential Code for One and Two Family Dwellings and the International Building Code for Multi-family buildings.

6.05.2 New roof coverings shall not be installed without first removing existing roof coverings where any of the following conditions occur:

- Where the existing roof or roof covering is water-soaked or has deteriorated to the point that the existing roof or roof covering is not adequate as a base for additional roofing.
- Where the existing roof covering is wood shake, slate, clay, cement or asbestos-cement tile.
- Where the existing roof has two or more applications of any type of roof covering.

6.06 Attic and Crawl Spaces:

Where crawl spaces are utilized, a minimum of one access opening of not less than 24-inches by 24-inches shall be provided. Where attic spaces are utilized, a minimum of one access opening of not less than 24-inches by 30-inches and a clear height over the access opening of 30-inches shall be provided.

6.07 Windows, Doors, and Skylights:

All new windows, doors and skylights shall be ENERGY STAR rated for the Project climate zone, certified, and labeled for both U-Factor and Solar Heat Gain Coefficient. All new glazing shall be double glazed Low-E glass with a maximum U-value of .35 for window unit.

SECTION 7.00 - DWELLING UNIT STANDARDS:

7.01 General Requirements:



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

- 7.01.1** Access to all parts of a dwelling unit shall be possible without passing outside the dwelling unit, or passing through another dwelling unit.
- 7.01.2** Habitable rooms below or partially below grade (if permitted) shall comply with all the requirements of these standards pertaining to habitable rooms.
- 7.01.3** Utility rooms, sleeping rooms, closets, or storage rooms shall not be used as the only passageway to a habitable room or to a dwelling unit.
- 7.01.4** Not less than one exit as provided herein shall be provided for each dwelling unit.
- 7.01.5** Every sleeping room shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside to a full clear opening without the use of separate tools. Where windows are provided as a means of egress or rescue they shall have a sill height of not more than 44 inches above the floor, and have a minimum net clear opening of 3 square feet. The minimum net clear opening dimension should be 16 inches.
- 7.01.6** Bars, grills or screens placed over emergency escape windows must be releasable or removable from the inside without the use of a key, tool, or excessive force.
- 7.01.7** Dwelling-garage separation: the common wall or floor-ceiling, if any, between a garage and a dwelling shall be protected as required by the building code for new construction.

7.02 Room Sizes:

- 7.02.1** Every dwelling unit shall have at least one habitable room of not less than 120 square feet of floor area and a minimum dimension of 9-feet in any horizontal dimension.
- 7.02.2** Every dwelling unit shall contain at least one room occupied for sleeping purposes for every two persons. For one occupant, the room occupied for sleeping purposes shall contain at least 80 square feet, and for two occupants, the room occupied for sleeping purposes shall contain at least 120 square feet.
- 7.02.3** Habitable rooms shall have a ceiling height of not less than 7' 6". In rooms having a sloping ceiling, the required ceiling height shall be provided over at least fifty percent



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

(50%) of the room, and a portion of a habitable room having a ceiling height less than five (5) feet shall not be considered as contributing to the minimum required area.

7.03 Kitchens:

- 7.03.1** When totally renovating a kitchen, the cabinets shall be arranged in such a manner as to provide a clear floor space of 30 inches by 48 inches that allows either a centered forward or a centered parallel approach by a person in a wheelchair shall be provided at all appliances in the kitchens. Clearances between the face of the countertop and the opposing countertop or wall shall be a minimum of 40 inches. In U-shaped kitchens, such clearances shall be a minimum of 60 inches.
- 7.03.2** A clear floor space of 30 inches by 48 inches that allows either a centered forward or a centered parallel approach by a person in a wheelchair shall be provided at the kitchen sink.
- 7.03.3** ENERGY STAR rated dishwasher, refrigerator, range hood and disposals shall be provided for all appliance replacement.

7.04 Bathrooms:

- 7.04.1** A bathroom shall not be used as the only passageway to a habitable room, hall, basement, or dwelling unit.
- 7.04.2** Each dwelling unit shall contain a water closet supplied with running water in an enclosed area not less than thirty (30) inches in width not less than eighteen (18) inches clear space in front of the water closet therein.
- 7.04.3** Each dwelling unit shall contain a lavatory with a supply of hot and cold running water. The lavatory shall be located in the same room as the water closet or immediately adjacent thereto.
- 7.04.4** Each dwelling unit shall contain a bathtub or shower with a supply of hot and cold running water, and in a bathroom separate from the habitable rooms.



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

7.04.5 When required, grab bars shall be installed in accessible bathrooms in compliance with Section 504 of the 1973 Rehabilitation Act.

7.06 Interior Finishes

7.06.1 Floors or habitable rooms in basements or cellars shall be surfaced or paved in an acceptable manner when in direct contact with the grade.

1) 7.06.2 Carpet **shall not be** permitted as a floor finish in laundries, kitchens, and bathrooms. The floor finish shall be of a durable, waterproof, non-absorptive material such as asphalt, vinyl-plastic, rubber ceramic tile, linoleum, concrete or other approved material.

7.06.3 The finished surfaces shall not have excessive detrimental or unsightly irregularities or cracking.

7.06.4 The finish surfaces shall be waterproof and hard surfaced in areas of rooms or spaces subject to direct moisture contact, such as bath and shower areas. Kitchen and baths shall be painted or papered to provide a washable finish surface.

7.06.5 Existing interior finish surfaces containing any lead shall comply with the applicable Federal and State lead based paint regulations, as amended.

7.06.6 Paints and stains, shall exceed EPA standards. They must be low Volatile Organic Compounds (VOC) paints marketed and meet the 50 g/L VOC threshold. Paints with the Green Seal Standard (GS-11) mark are certified lower than 50 g/L (for flat sheen) or 150 g/L (for non-flat sheen). Varnishes must not contain VOCs in excess of 100 grams per liter.

7.07 Doors:

7.07.1 Doors and openings shall be six (6) feet eight (8) inches minimum in height with minimum widths as shown in the following Table:

Room or Space	Minimum Door Width	Remarks
Standard Dwelling Unit		
Unit Entrance Door	3 feet-0 inches	Solid core with threshold



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

Habitable Rooms	2 feet-6 inches	Hollow core
Bathrooms	2 feet-4 inches	Hollow core
Secondary Exit Doors	3 feet-0 inches	Solid core or sliding glass patio door
Closets and Storage Rooms	2 feet-0 inches	Hollow core
Accessible Units		
Unit Primary Entrance Door and Exit Doors*	3 feet-0 inches	Solid core
Habitable Rooms	2 feet-10 inches	Hollow core
Closets and Storage Rooms	2 feet-10 inches	Hollow core

* The primary accessible entrance door into an accessible dwelling cannot be into a bedroom.

SECTION 8.00 – MECHANICAL, PLUMBING AND ELECTRICAL STANDARDS

Existing non-conforming systems components or devices may, with the approval of the Authority, continue in use if there is evidence of satisfactory performance, safety, and adequate capacity.

New heating systems and equipment shall be designed and installed in accordance with the requirements of the applicable code or ordinance.

Penetrations of floor/ceiling assemblies and assemblies required to have a fire-resistance rating shall be protected in accordance with the latest edition of the applicable 2006 International Residential Code for single family and two family projects and 2006 International Building Code for multi-family projects, as well as all cutting, notching, and boring in wood and steel framing.



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

8.01 Heating, ventilating, and air-conditioning systems:

8.01.1 New heating, ventilating, and air-conditioning systems shall be designed and installed according to the requirements of the International Mechanical Code, latest edition, or the local building code. They shall also comply with the efficient utilization of energy in accordance with the latest edition of the International Energy Conservation Code.

8.01.2 The installation and approval of fuel gas distribution piping and equipment, fuel gas-fired appliances, and fuel gas-fired venting systems shall be in accordance with the latest edition of the International Fuel Gas Code or the local building code whichever is most stringent.

8.01.3 Any room within a residential unit that is used or intended to be used for living, sleeping, or family entertainment of any sort shall be provided with natural light and ventilation. The minimum glazing area shall not be less than 8% of the total floor area, and a minimum operable ventilation area open to the outdoors of 4% of the total floor area. Bathrooms, toilet rooms, kitchens, laundries do not require natural light but will require mechanical exhaust in accordance with the local building code.

8.01.4 In new construction or replacing older equipment, the following equipment must be ENERGY STAR rated:

Bathroom exhaust fans	Room air conditioners
Air-source heat pumps	Boilers
Central air-conditioning	Ceiling fans
Dehumidifiers	Furnaces
Geothermal heat pumps	Insulation
Programmable thermostats	ventilating fans

8.02 Plumbing

8.02.1 The Illinois State Plumbing Code, the local plumbing code, and these guidelines shall govern all plumbing work performed on new construction and new work on the



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

renovation, rehabilitation or preservation of existing buildings. Whenever there is a conflict in the requirements between the regulations, the more stringent requirement will prevail.

- 8.02.2** New Project's shall not be served by a well or septic system. If an existing project is served by a well and septic system and municipal sewer and water is not available, it will be allowed to stay with the approval of the Authority.
- 8.02.3** All plumbing shall be performed only by Illinois licensed plumbers and apprentice plumbers under the direction of a licensed plumber.
- 8.02.4** In existing buildings and new buildings, all equipment used for heating water or storing hot water shall be provided, at the time of installation of such equipment, with an appropriate relief valve or valves to protect against excessive or unsafe temperature and/or pressure.
- 8.02.5** Each dwelling unit shall have a floor drain installed near such fixtures as automatic clothes washers, water heaters, AC condensate line, etc. A floor drain shall be installed in all common area restrooms, laundry rooms, commercial kitchens, locker rooms, and common area bathing facilities
- 8.02.6** Sanitary wastes which cannot be discharged by gravity flow shall be discharged into a gas-tight, covered and vented sump from which the waste shall be lifted and discharged into a sanitary waste drain by automatic ejection pumping equipment.
- 8.02.7** Sumps and ejectors handling sub-soil drainage and footing drains shall not receive any sewage. Sumps and ejectors handling sewage shall not receive subsoil drainage and footing drains.
- 8.02.8** On renovation, rehabilitation or preservation projects, replacement of the lead pipe incoming water service may be required by the municipal code.
- 8.02.9** The water distribution piping from the water meter throughout the building in new installations and repairs shall be "Type L" copper or other IHDA approved material. Polybutylene and "Type M" copper water distribution pipe will not be permitted.



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

8.03 Electrical

- 8.03.1** The National Electrical Code, the local electrical code, and these guidelines shall govern all electrical work performed on new construction and new work on the renovation, rehabilitation or preservation of existing buildings. Whenever there is a conflict in the requirements between the regulations, the more stringent requirement will prevail.
- 8.03.2** The electric service to each dwelling unit in new multi-family construction projects shall be metered separately. One central meter will only be permitted with a letter of approval from the electric utility company.
- 8.03.3** The minimum electric service to a dwelling unit with 10kW or more loads requires 100-amperes. If electric heating is installed, 200-amperes will be required.
- 8.03.4** All wiring from the main distribution panel throughout the building in new construction projects shall be copper. Aluminum and copper-clad aluminum wiring shall not be permitted.
- 8.03.5** In existing buildings that have existing aluminum wiring, all switches and outlets rated 20-ampere or less directly connected to aluminum conductors must be marked CO/ALR.
- 8.03.6** Receptacles installed on 15- and 20-ampere circuits shall be of grounding type. Grounding-type receptacles shall be installed only on circuits of the voltage class and current for which they are rated.
- 8.03.7** All 125-volt, single phase, 15- and 20-ampere receptacles in the following locations shall have ground-fault circuit-interrupter protection:
- Bathrooms.
 - Garages and also accessory buildings that have a floor at or below grade level not intended as habitable rooms and limited storage areas, work areas, and other similar use.



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

- Outdoors.
- Crawl spaces at or below grade level.
- Unfinished basements.
- Kitchens where the receptacles are installed to serve the countertop surfaces.
- Wet bar sinks where the receptacles are installed to serve the countertop surfaces and are located within 6-feet of the outside edge of the edge of the wet bar sink. Receptacles outlets shall not be installed in a face-up position in the work surfaces or countertops.
- Rooftops.

8.03.8 All branch circuits that supply 125-volt, single phase, 15-and 20-ampere receptacle outlets installed in dwelling unit bedrooms shall be protected by an arc-fault circuit interrupter.

8.03.9 In every kitchen, family room, dining room, living room, parlor, library, den, sunroom, bedroom and recreation room, receptacles shall be installed so that no point along the floor line in any wall space is more than 6-feet measured horizontally from a receptacle in that space. A wall space shall include any space 2-feet or more in width (including space measured around corners) and unbroken along the floor line by doorways, fireplaces, and similar openings. The space occupied by fixed panels in exterior walls, including sliding panels and the space afforded by fixed room dividers such as freestanding bar-type counters or railings.

8.03.10 Every dwelling unit in buildings serviced by natural gas shall be equipped with at least one approved carbon monoxide alarm in an operating condition within 15 feet of every room used for sleeping purposes and meet the requirements of Public Act 094-0741. Alarms can be battery powered, plug-in with battery back-up or wired into the AC power line with a secondary battery back-up. The alarm can be combined with smoke detecting devices if the combined unit complies with specific standards and the alarm differentiates the hazard

8.03.11 Every dwelling unit shall be serviced by smoke alarms. All smoke alarms shall be listed in accordance with UL 217 and installed in accordance with the provisions of this code and the household fire warning equipment provisions of NFPA 72. If the



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system, designed for hearing-impaired persons, in each bedroom occupied by a hearing-impaired person, connected to the smoke detector located in the hallway.

8.03.12 Smoke alarms shall be installed in the following locations:

- In each sleeping room.
- Outside each separate sleeping area in the immediate vicinity of the bedrooms.
- On each additional story of the dwelling, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

SECTION 9.00 - ACCESSIBILITY STANDARDS

All projects consisting of 5 or more dwelling units located on an individual site receiving assistance from federal sources (HOME, CDBG, etc.) for rehabilitation must comply with the provisions of the Environmental Barriers Act (Ill. Rev. State., Ch 111 2 par 3711 et seq.), as amended and supplemented from time to time; and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended and supplemented from time to time.

For new and rehabilitation projects, including one and two family dwellings, that are required by circumstance to include accessible elements and are less than 5 dwelling units, compliance with Chapter 10 of ICC/ANSI 117.1-2003 will be required for the applicable accessible elements to the extent that is technically feasible.

SECTION 10.00 - ENERGY EFFICIENCY STANDARDS

The Authority will use the standards set forth in Chapter 11 of the 2006 International Residential Code for One and Two-Family Dwellings and Chapter 4 of the 2006 International Building Code as a tool by which to measure plans, specifications and other data for proposed single family and multifamily developments. Proof of compliance with the above code must be in the form of a written report submitted to the Authority for review. The use of REScheck is recommended to verify compliance. It can



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

be downloaded for free from the U.S. Department of Energy website at [DOE: Building Energy Codes - Residential Compliance Using REScheck™](#)

SECTION 11.00 - INSPECTIONS

The Authority's Field Representatives may make periodic inspections and written reports during construction to ensure that work is being done according to plans and specifications.

The Authority will require that the contractor document his conformance with federal requirements including the payment or prevailing wages under the Davis Bacon Act, Illinois Prevailing Wages, and equal employment objectives and requirements, where applicable.

For multi-family projects when the contractor notifies the Authority that rehabilitation is complete, a final inspection will be scheduled. As previously mentioned the Section 8 Housing Quality Standards-IHDA Property Standards for Rehabilitation checklist shall be utilized as a guide in determining the overall compliance once the project is completed. All occupancy permits must be issued by the local government before that meeting. At the final inspection a punch list of items to be completed will be drawn up. If the Authority is the lender, funds will be withheld to complete the items. If another lender is financing the project, the owner must enter into an agreement to correct the deficiencies within a specified time.

SECTION 12.00 – CHANGE ORDERS

For multi-family projects the owner and contractor must submit to the Authority for approval, any changes from the previously approved plans and specifications. The Architect must submit a description and reason for the change in a memo and sketch attached to the change request.

For single-family projects, any deviation from the originally approved work write-up must be submitted in writing on a form similar to AIA Form 701. The information that is to be provided should include the original contract, the amount of all previous change orders, the amount the new change and the new contract amount. The change order must be signed by the owner and contractor. The change order must be approved by the Authority prior to start of the work. Additionally, change orders are to be for work which is required to bring the property up to the required standards.



Illinois 401 N. Michigan Avenue, Suite 700
Housing Chicago, IL 60611
Development (312) 836-5200 TDD (312) 836-5222
Authority <http://www.ihda.org>

EXHIBIT P

Number and Type of NSP III Program Units

No. of Units	Estimated Amount of NSP Funds Used	Type of Household
2	\$325,000	Low-Income (less than or equal to 50% AMI)
6	\$975,000	Moderate-Middle -Income (51% - 120%AMI)

EXHIBIT Q

NSP Affordability Period

NSP Investment per Unit	Length of the Affordability Period	Recapture Provisions (applicable only under the Recapture Methods) – Forgiven Monthly Rate
Under \$15,000	5 years	1/60 th
\$15,000 - \$40,000	10 years	1/120 th
More than \$40,000	15 years	1/180 th
New construction or acquisition of newly constructed housing	20 years	1/240 th

AGENDA BRIEFING

Date: June 20, 2012

To: Mayor Ostenburg
Board of Trustees

From: Rob Gunther, Park Superintendent

Re: Urban Forestry Maintenance Contract

Background Discussion:

Bids were recently solicited for the pruning and removal of designated trees within the Village. This contract will be for the next fiscal year with an option to extend the contract for two additional years should both parties agree. Additionally, to conform to the Village's Sustainability Plan consideration will be given to contractors whose place of business is within 25 miles of Park Forest. Bids were solicited from seven companies from our approved bidders list and we received bids from two companies; AAA Tree Service Inc. from Peotone, and Winkler's Tree & Landscape, Inc from Le Grange Park. Each of these companies has done work for the Village.

The pricing for both pruning and removals is grouped according to the diameter inch of the tree. The groups are as follows - up to 12"/ 13" – 24"/ 25" – 36" and over 36". In order to best compare the pricing I have calculated the averages (for the size groups) for the different types of work to be done. These bids are extremely close so I have included the averages for trees removals in the two categories 13" – 24" and 25" – 36". Most of the work will be removals and will fall within these two groups. Those averages are included in bold below.

AAA Tree Service

Removals:	\$22.75/ inch
12" – 36":	\$24.50/ inch
Pruning:	\$2.75/ inch
Emergency call out:	\$28.00/ man hour

Winkler's Tree & Landscape

Removals:	\$21.75/ inch
12" – 36"	\$25.00/ inch
Pruning:	\$2.94/ inch
Emergency call out:	\$100.00/ man hour

Considering the size range for the majority of the work and the other work to be included AAA Tree Service is the low bidder. AAA Tree Service also has their place of business within 25 miles of the Village. To give an example of the cost, for AAA Tree Service to remove a 19" diameter tree the cost would be \$437.00 and \$57.00 to prune. It is interesting to note that both bidders reduced their bids from last year by 9% and 8% respectively. I recommend that we contract with AAA Tree Service Inc. for the 2012/13 Urban Forestry Maintenance Contract with the option to extend the contract annually for the next two years.

Schedule for Consideration:

This item will appear for consideration at both the Rules and Regular meeting on Monday, June 25, 2012.

AGENDA BRIEFING

DATE: June 15, 2012

TO: Mayor John Ostenburg
Board of Trustees

FROM: John Joyce,
Director of Recreation & Parks

RE: Grant Application for Village Green Expansion

BACKGROUND/DISCUSSION:

An application has been prepared to the Illinois Department of Natural Resources (IDNR) through the Open Space Acquisition and Development program (OSLAD) for expansion of the Village Green following the Field's building demolition. The development grant application is for \$550,000 requiring a local match of 50% (\$275,000).

SUSTAINABILITY AND OTHER "GREEN" INITIATIVES:

We believe that the "green initiatives" incorporated in previous OSLAD grant projects (CP Wetlands, The Discovery Center, Aqua solar, skylights, demo green roof, etc.) were significant to our success so these concepts have been continued in the Village Green project. The major objective of the expansion is to reconnect sidewalks and use a portion of the Field's footprint for expanded community activities. Specific elements of the plan include the following:

- Expanded green lawn with fabric shade structures
- Rain Garden with cobble walk to handle drainage from the entire space
- A labyrinth surrounding a splash circle
- A waterfall wall
- A small children's play area
- Woodland walk incorporating the relocated gazebo
- Expansion of the existing stage to improve orientation to new space to the west
- South gateway walk along the new west wall of Village Hall entering the Green
- Continuation of the "community as interpretive center" concept with a series of interpretive boards with stories about "rain gardens", "community sustainability" and "1st post-WWII planned community"
- Landscaping, furniture and other amenities
- The plan also envisions a future sculpture walk on the east side of the Green in the vicinity of the Tall Grass Gallery.

TIMELINE:

July 1, 2012	Application to IDNR submitted
October 2012	Presentation at IDNR Advisory Board in Springfield

The attached resolution is mandated by the IDNR so that applying agencies are committed to 1) allocating the appropriate matching funds and 2) will comply with all OSLAD program guidelines if the project is awarded.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of June 25, 2012 for your consideration.

STATE OF ILLINOIS / DNR
OSLAD/LWCF PROJECT APPLICATION FORM

DOC-3 RESOLUTION OF AUTHORIZATION

The Village of Park Forest(local project sponsor) hereby certifies and acknowledges that it has 100% of the funds necessary (includes cash and value of donated land) to complete the pending OSLAD/LWCF project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois DNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

Acquisition and Development Projects

It is understood that the project should be completed within the timeframe established in the project agreement and the Final Billing reimbursement request will be submitted to IDNR as soon as possible after project completion.

The Village of Park Forest(local project sponsor) further acknowledges and certifies that it will comply with all terms, conditions and regulations of 1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025) or federal Land & Water Conservation Fund (LWCF) program (17 IL Adm. Code 3030), as applicable, 2) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable, 3) the Illinois Human Rights Act (775 ILCS 5/1-101 et.seq.), 4) Title VI of the Civil Rights Act of 1964, (P.L. 83-352), 5) the Age Discrimination Act of 1975 (P.L. 94-135), 6) the Civil Rights Restoration Act of 1988, (P.L. 100-259) and 7) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe conditions, keep the facilities open to the general public during reasonable hours consistent with the type of facility, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with OSLAD/LWCF assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD/LWCF programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR.

BE IT FURTHER PROVIDED that the Village of Park Forest (local project sponsor) certifies to the best of its knowledge that the information provided within the attached application is true and correct. This Resolution of Authorization has been duly discussed and adopted by the Village of Park Forest (local project sponsor) at a legal meeting held on the ____ day of _____, 20__.

APPROVED:

ATTEST:

John A. Ostenburg, Mayor

Sheila McGann, Village Clerk

AGENDA BRIEFING

DATE: June 15, 2012

TO: President Ostenburg
Board of Trustees

FROM: John Joyce
Director of Recreation & Parks

RE: Update to Park & Recreation Plan

BACKGROUND/DISCUSSION:

The Recreation & Parks Plan evaluates status of all parks and facilities on a regular basis. From time to time the Recreation & Parks Board has visited parks and facilities throughout the Village and made suggestions to this document. Staff has made a comprehensive visit to the sites and made recommendations in the documents attached. You may be familiar with these documents as attachments to the annual Capital Improvements Plan that goes to the Trustees. At their meeting on Tuesday, June 19th the Recreation & Parks Board reviewed these revisions and may comment under separate cover.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules and Regular Meetings of June 25, 2012 for final adoption.

(Park System Evaluation 2008/2012 Update)

The Park & Recreation Plan was originally developed in January of 1999 and was updated in 2000, 2002, 2008, 2010 and 2012. The **Park Forest Recreation & Parks Staff** continues to evaluate all of the parks on a regular basis for the purpose of updating the condition of various facilities, grounds and equipment. This information is used to update the Recreation & Parks Department's Capital Improvements Plan.

Cedar Park

- The Playground Area is very old, has inadequate safety surfacing and should be replaced. **In the Spring of 2012 the Board was advised that this facility will be removed and not replaced. Cedarwood Cooperative should be notified accordingly.**
- The Tennis Courts need to be re-colorcoated and are underutilized. **Due to their high profile location, this should be done as no immediate alternate use of the facility has been identified and complete removal and restoration would cost in excess of 3 times the cost to restore.**
- Discussions should be initiated with Cedarwood Cooperatives as to the future development of Cedar Park and their financial participation in same. **Perhaps Cedarwood would be willing to take over the park as Area J did with the former Krotiak Park.**

Central Park

- **Park Walkways consistently need work, some sections could use weed control and crack filling almost annually with periodic resurfacing of other sections.**
- Backstops could use painting again.
- Installation of asphalt pads under the Bleacher Area on each field has been on the CIP for some years and not funded. **Due to the inability to fund more urgent projects, this item should be eliminated.**
- **The parking lot has seen serious deterioration since the 2008 evaluation. Potholes and standing water abound, this needs serious attention soon.**
- **The Tennis Courts were 4 years over schedule to be re-colorcoated. This project was completed out of the maintenance budget in 2012**
- **A plan to add three additional tennis courts north of the existing courts has been discussed. It is clear that funding of this will not be forthcoming in the near future so it should be removed from the plan.**
- **Soccer has declined in recent years and the, "Withers Soccer Field" was no longer used. In 2010 the field was converted to serve the highly successful Hurricanes Tackle Football Program. A good story of sustainable re-use.**
- **New Mulch under this large heavily used playground is needed almost annually.**
- **Redevelopment of the old Amphitheater area behind Freedom Hall with a series of terraces and ramp to the second floor has been on the plan for nearly 15 years but not funded. (see general comments at the end related to ADA)**

Eastgate Park / Algonquin School

- **Recent mapping of the neighborhood by the Public Works Dept has revealed that much of Eastgate Park is not on Village property, but on the adjacent coop property.**
- **The Playground Area needs to have a new layer of mulch. No change**
- **The Basketball Court needs to be re-colorcoated and striped. The electrical panel for the lights has been removed due to ongoing vandalism. Benches are also in bad shape and should be removed. No change.**
- **The narrow area behind homes on Algonquin and Allegheny Streets is an area of constant complaints from residents due to fly dumping making it impossible to mow. The dumping**

can be traced to residents in the area. A constant problem but subsided somewhat recently, Economic Development continues to work on this neighborhood. Land behind these homes could be converted / re-planned for residential development.

Forest Trail Site

- The Ballfield at this site is in good shape and used regularly by PF Baseball. The Backstop could use paint.
- The Multi-Use (Basketball) Court is budgeted for color coating in the coming year. This is now the most heavily used basketball facility in the Village due to its proximity to the Rec Center's indoor programs and plans are underway to possibly begin an organized outdoor youth basketball program in the summer of 2012. However, plans by SD #163 for a major building expansion appear to overlap this facility. Negotiations with the District continue on this matter.
- The Skateboard Park is scheduled to be resurfaced in the coming year and several pieces of equipment need repair or replaced. This is a very good project designed by the users in 2002 and continues to get heavy use.

Hidden Meadows / Tamarack Area Parks

- A suggestion has been put forth to develop portions of the former "North Course" as a preserve with walking trails. A plan for a connecting trail system from TC Nature Center to the former Clubhouse has been shown. Portions of the Hidden Meadows property might also be set aside as "micro farms" to grow food consistent with the Sustainability Plan.
- The University Park golf facility continues to lease the former Clubhouse and Driving Range to augment their 18H course across the street.
- Economic Development has recently shown a concept plan for commercial development on the site at the corner of Crawford and Stuenkle.

Illinois Park

- The Ballfield is in good condition and used regularly by PF Baseball.
- In the summer of 2010 a new playground was installed on the west half of 3 little used tennis courts. The center section will be striped for court games and one tennis court will be striped and maintained on the east side. The fence was modified accordingly and painted. A good reuse / recycle project. Funding assistance also came from Sprite (through Habitat for Humanity) and SD #162.

Indiana Park

- The Ballfield at this site is good and used regularly by PF Baseball. The Backstop could use painting.
- The old tennis court lights and parameter fencing could be removed from the site which has been converted to a Skate Park. The skate park is not as much used as we would like, but still better than use for tennis.
- The Playground Area installed several years ago in partnership with SD #162 needs a new layer of mulch.

Logan Park / Old Plank Road Trail

- This is the most recent development and all facilities are still in good condition. The playground surfacing needs to be refurbished annually.
- The ballfield at this site is new with the park and historically used by Park Forest Girls Softball. With the discontinuation of their program in 2012 this good field may be available to other users.
- Trimming back of vegetation from the trail and crackfilling of the trail surface are ongoing projects funded by the OPRT Management Commission.
- The Orchard Dr. reconstruction currently underway is a huge benefit to the trail as bike lanes from the trail the Central Park, Aqua Center and the Downtown area will be provided..

- Some exciting connective uses to the trail are forthcoming at the Park Forest Rail Fan Park at Homan Ave. and North St.
- In the last year there has been some positive news about extension of the OPRT east of Western Ave. through Chicago Heights which is a major link for the Grand Illinois Trail. The Village should be a strong advocate in support of this 20 year long dream.

Marquette Park

- The Ballfield is in very good shape and **was** used regularly by PF Girls Softball. The backstop is old and needs re-painting or replacement.
- The site is largely landlocked and has limited development potential for active recreation.

Murphy Park

- The Playground Area is too new to be removed and gets too little use to warrant a large expense in the future to replace. **Based upon usage this playground may be a candidate for removal but it is one of only two public facilities east of Western and south of 26th St.**
- The Patio / Drinking Fountain Area needs to be rehabbed.
- Walkways need to be crackfilled and sealcoated or resurfaced in several locations to preserve their life.

Onarga Park

- The Ballfield is in good shape and **was** used regularly by PF Girls Softball. The backstop is old and could use painting or replacement.
- **All of the play equipment in NE corner of the "east parcel" has been removed.**
- The Electrical Service that serves the old ice skating lights should be removed.
- Large dense vegetation on the west side of the "west parcel" has been the subject of complaints by residents on Nassua St. **While this had been cut to the ground and alleviated complaints two years ago, it will be required again soon.**

21st Century School Site

- The Ballfield in the back was installed by the Village and is in good shape and **was** used by PF Girls Softball. **Same as other notes, "available for other users".** The backstop is old and could use painting or replacement.
- The Multi-Use Court in the rear of the school was also installed by the Village and is equipped for basketball. It could use re-colorcoating and general refurbishing. **Or removal / assignment to District #163 no recent action.**

Somonauk Park

- The East Playground needs the new mulch added under equipment in a bad way. The area still incorporates two swing sets over 40 years old. While the "A-frame" structure is sound, the pipe legs could eventually rust off under the surface. **Should be listed for future replacement.**
- The West Playground needs mulch as well and has one of the vintage swing set frames. **Future consideration should be given to removal and not replace.**
- There are several Park Benches in the park that could be replaced. While most Memorial Bench requests tend toward Central, Somonauk could be encouraged as a future site.
- The wood beams on the large "A-frame" Picnic Pavilion (**constructed in 1976**) are showing dry rot at the base where they connect with the metal "shoe". This item has been on the capital plan for some time and needs to be watched. **4 X 6 headers on the roof are also showing serious dry rot. The entire structure needs re-roofing. The concrete slab on the East side of the structure has cracked and shows several inches of displacement. A major re-engineering and reconstruction is proposed as an alternative to demo and replacement.**
- The Ballfield was once the most used and best drained regulation 90 foot field in the Village. Due to lack of use by PF Baseball and Rich East and the need for soccer fields

over the last 5 years, this field has been unused. The infield is grown over with weeds and the backstop needs paint.

- Permanent Volleyball Standards need to be removed and reinstalled on the site for weekend picnic groups.
- Park walkways are cracked with invasive weed growth in many sections of the park. The condition is probably beyond crackfilling at this time and badly requires resurfacing.
- The Parking Lot, especially the entry driveways have bad pot holes that need to be repaired and the lot restriped. The lot is maintained jointly by the Village and Grace UP Church. Thanks to Economic Development, the lot was repaired several years ago as part of the permit approval for a day care center at Grace Church.

Shabbona Park

- The Playground Area is one of the oldest in the system and has been on the plan for replacement for some time without funding. A serious alternative to replacement could be removal of the playground and elimination from the system. The playground area gets minimal use at this time.
- The Tennis Courts are little used and need considerable repair. The original plan for replacement of the playground was to relocate it on the tennis court site and combine a play area with a trike track, possibly basketball and a rest area (as was done at Illinois Park). With tight funding and limited use of both areas this is a hard decision.
- The Asphalt Walkways are among the first installed in the park system in the late 1970's. For their age, they are in surprisingly good condition. In order to preserve their condition and extend the life, they should be crackfilled and possibly seal coated.
- Issues of tall dense vegetation located along the rear yards of some park residents have been the subject of complaints. Though this vegetation was not planted by the Village, it has since been removed by the parks department and the problem seems to have subsided.
- Due to its landlocked nature, Shabbona Park has somewhat limited development potential for active recreation.
- A ComEd transformer was constructed on the Shabbona entrance to the park under an agreement with the company to improve service in the neighborhood. The unit was not installed at the agreed upon location but ComEd did give the Village funds for a screening and landscape plan around the structure.

Veterans Park

- Several Wood Park Benches are in need of removal and or replacement.
- Some Asphalt Walkways need to be resurfaced.
- The formal Veteran's Memorial function of this park has been largely relocated to the Downtown Village Green.

Winnebago Park

- Replacement of this Playground Area is overdue. Due to heavy vandalism and low usage it may be simply removed from the site.
- There are two low wet areas on the south side of the site that are frequently the subject of resident calls about mowing. A Rain Garden has been installed in the southeast corner of the park.
- Walkways have been resurfaced and crackfilled over the years and are in pretty good shape at this time. A few sections could be crackfilled again to extend the life.
- After serious resident concerns during the planning stages, the Dog Park has operated for two years without a serious complaint. Current membership is at 135 users.
- The Drainage Ditch that flows through the site needs clean up of debris and improved drainage flow. This is a Public Works project.

Related Policy Issues for General Discussion

- Resident requests for Parkway Tree Trimming or Removal due to interference with individuals Satellite Dishes.
- Clearing of vegetation, maintenance of general areas and possible removal of sidewalks at street “cut-troughs” throughout the Village. While these areas have been simply “out of mind” except for adjacent resident complaints for many years, their value has recently re-surfaced as part of the Sustainability Plan.
- Ongoing transfer of maintenance responsibilities from “resident sharing” to the Village at approximately 36 grass cull de sacs throughout town.
- Open Areas Mowing and vegetation maintenance from seasonal cutting to individual demands from adjacent residents. Locations include Wildwood School site, Keokuk Park, behind Algonquin – Allegheny Streets, etc.
- Tall shrub maintenance west side of Western Ave Illinois St. to OPRT.
- Playground surfacing: Since the 2008 report this has become universal throughout 10 playgrounds in town. New ADA standards for accessibility have brought more attention to the matter. Cost for 12” deep hardwood chips (not the cheap material from tree trimming operations) is approximately \$10 / cu yd). A typical playground like Indiana Park would require 200 cu yds). This is a major new operational expense for the park system.
- Park Walkways: These walkways have been a major positive feature of the park system installed beginning in the 1970’s. What was just a nice amenity at that time, has now become an ADA requirement termed “accessible routes”. Several sections in parks have been resurfaced over the years and crackfilling, specifically in Central and Winnebago Parks have held old installations for several additional years of service. Both crackfilling and resurfacing need to become annual items in the CIP with nearly 5 miles of surfaces in all the parks.
- In September of 2010, the Department of Justice published the most recent edition of the “ADA Standards for Accessible Design”. These revised standards apply to State and Local Government Public Accommodations among other establishments. The standards will apply to all new construction begun on or after March 15, 2012. For existing public facilities, it requires a detail evaluation of “current services, facilities, policies and practices” and publication of a Transition Plan. This plan will itemize current deficiencies, describe in some detail the methods to address them and specify a schedule. Not all deficiencies have to be addressed immediately, but the Village must have a plan and have it available for public inspection. Work is currently underway to conduct such a survey utilizing staff and hopefully interested volunteers to assist, but the project is massive due to the acreage / number of facilities and the level of detail involved. Future plans should will need to address the most serious findings in this evaluation.

(Park System Evaluation 2008/2012 Update - Facilities)

The Park & Recreation Plan was originally developed in January of 1999 and was updated in 2000, 2002, 2008, 2010 and 2012. The **Park Forest Recreation & Parks Staff** continues to evaluate all of the parks on a regular basis for the purpose of updating the condition of various facilities, grounds and equipment. This information is used to update the Recreation & Parks Department's Capital Improvements Plan. The Recreation & Parks Board reviewed and acknowledged this document again in 2012.

Building & Grounds

- Municipal offices were moved from the "old Village Hall" to the present building in 1994. Interior painting was done at that time as part of the remodeling. **Carpeting in the building also dates from the original move and a routine replacement program needs to begin.**
- **With the demolition of the former Fields building there is some concern how the large blank west facing wall will change the HVAC needs on that side of the building. A contingency plan should be made for possible system modifications on that side of the building.**
- **Also, with demolition of Fields access to the roof of VH is somewhat more difficult and more hazardous with the hatch coming through the roof only 18" from the exterior wall. A modification of the interior ladder to the roof is proposed.**
- **Public Safety Building: Recreation & Parks staff works with the Police Administration to assist in assessing the interior and exterior physical plant. Current projects are replacement of the south facing "glass wall" windows in the Court Room and the badly deteriorated parking lot.**
- **Park Forest Fire Station: The "New" Fire Station constructed in 2005 is no longer that new. While the building has and continues to be plagued somewhat by roof and HVAC issues there have been no CIP items for the building during that time. It is very likely that the time will soon come to begin monitoring the structural and mechanical systems for inclusion of items in the CIP.**

Aqua Center

- **Timbers and wood decking were mostly installed in 1990 following the renovation of pools. Approximately 30% of the wood timber retaining wall and planter boxes were replaced in 2009 and at the close of the 2010 season. A major replacement is taking place in 2012 which will leave little work to be completed in another year. This will complete replacement of all the decks and planters.**
- **Pool Pumps – Major mechanical equipment was replaced at the pool in 1989 and 1990. Two new mechanical buildings were constructed at that time and new pumps and filtration equipment installed for all pools (new and the old). The system consists of five major pumps. All of these pumps are now 20 years old and a replacement program is underway. The priority order should be West**

Pool, East Pool, Zero Pool #1, Zero Pool #2 and Water Slide with the first pump replaced in 2012.

- The concrete floor in the West Pool constructed in 1968 has badly deteriorated. Concrete patching and re-painting have been exhausted as a short-term solution. A major rebuilding of this important but very old facility must be considered very soon.
- The “new” Zero Depth Pool was 20 years old with the opening of the 2011 season. A re-painting failure was experienced during the 2010 season. Tiles have badly chipped off the edges of the basin. The pool was successfully repainted prior to the 2011 and 2012 seasons, but longer term something more substantial needs to be done with the pool basin and especially the tile.
- The 110 foot long water slide is also 20 years old. Even sliding on the water blanket, the fiberglass finish on the slide experiences wear from the heavy use. The slide will be refinished prior to the 2013 season, by laying down a new fiberglass surface and glaze and hand sanding the entire slide bed for safety.
- Lockers and Private Dressing Stalls (lack of) in locker rooms were a concern of some customers during the 2010 season. It was believed that the new “family change” facilities would suffice for private changing, but this did not dissuade some customer complaints. Since there were few if any comments in 2011 we continue to monitor customer concern and no immediate expense is planned.

Tennis & Health Club

- Security lights on the exterior of the building are from the original construction in 1974. The fixtures and conduit are badly deteriorated and rusted, the lamps are old and quite inefficient and all scheduled for replacement in 2012.
- Exercise equipment needs to be updated on a regular basis. There are 12 individual pieces of exercise equipment, plus the four station Universal Equipment. One or two items usually need to be replaced annually.
- A proposal to retrofit the court lighting system which would have the effect of considerable energy savings at the Club is being shopped to various grant programs.
- The electrical panel box serving the entire building also dates from 1974. Equipment is old and rusted and since that time the distribution of needs in the building has changed. The panel box should be re-engineered and replaced.

Freedom Hall

- Interior renovation including painting and new carpeting would enhance the appearance of Freedom Hall. Some areas of the building have not been painted since the building was built in 1976 and others have been painted during times of renovation and repair. A comprehensive design and color scheme for future painting and interior enhancement could be developed. Painting and caulking around steel windows is currently budgeted and a plan is underway to install a mural dedicated to the Veterans of Park Forest in the lobby. The window caulking and interior painting will be ongoing for a few years.
- *Handicap access to the 2nd floor continues to be a challenge for staff and patrons. The present arrangement for patrons to use the ramp adjacent to the

building makes access to the 2nd story prohibitive during the winter when there is snow or ice on the sidewalk and the deterioration of the ramp surface makes it difficult year around. It remains a significant problem with no easy solution especially in view of new Dept of Justice ADA regulations and timelines. At the present time the most pressing issue is to develop a “plan” to address the issue.

Downtown Village Green

- The demolition of the former Marshall Fields building presents a new opportunity to update plans for the Downtown area from both the economic development and community recreation perspective. Walkways, landscaping, the irrigation system, shade for event attendees have all been altered by this long awaited project.
- With the demolition project complete, a new long term plan for the Village Green was initiated in early 2012 and continues to be refined.
- Some initial improvements need to be made in 2012 to connect disrupted walkways, the irrigation system and landscape restoration.
- The balance of the Downtown Village Green Plan of 2012 should be high on the Village’s park/recreation and economic development agenda in the next two years.

Maintenance Garage

- The parks and public works maintenance facility is a standard cement block building constructed in the 50’s with two additions in the 60’s and one in 1974. With block construction, over time mortar joints deteriorate and need to be maintained. A program of tuckpointing and replacement of damaged block is needed. This maintenance should include painting. **This is a multiple year program.**

System Wide

- In 2012, production of the common T12 fluorescent lamp and associated ballasts will be phased out. While inventories are still available from manufacturer’s they will not be available much longer. The situation can be addressed by either replacement of ballasts and modifying the fixture to accept the new T8 lamp or replacement of the entire fixture. The fixtures at Village Hall, Public Safety, parks and public works maintenance facilities and the Fire Department are of the T12 variety. Replacement of these fixtures with the new energy efficient T-8 fixtures over the next few years is proposed.
- In September of 2010, the Department of Justice published the most recent edition of the “ADA Standards for Accessible Design”. These revised standards apply to State and Local Government Public Accommodations among other establishments. The standards will apply to all new construction begun on or after March 15, 2012. For existing public facilities, a detail evaluation of “current services, facilities, policies and practices” and publication of a Transition Plan is required. The plan will itemize current deficiencies, describe in some detail the methods to address them and specify a schedule. Not all deficiencies have to be addressed immediately, but Village plans must be available for public inspection. The Department is currently preparing a survey

utilizing staff and hopefully interested volunteers. Plans should then be developed to address the most serious issues over time. It is anticipated that the most problematic facilities will be the Tennis & Health Club, the Recreation Center and Freedom Hall although all other structures will likely have deficiencies.

- Beginning in 1996 the Village began replacing flat roofs with single-ply membrane systems. Two years ago a system to apply a roof coating to prolong the life of these roof membranes became available. The application will extend the roof warranty for another 12 years. This maintenance can be done at any time during the life of a roof as long as there have been no major leaks and the underlying insulation is not wet. With the initial roofs now past their original warranty period this maintenance should begin soon before systemic failures of the existing membranes are experienced.

AGENDA BRIEFING

DATE: June 20, 2012

TO: Mayor John Ostenburg
Board of Trustees

FROM: Hildy L. Kingma, AICP, Director of Economic Development and Planning

RE: **AN ORDINANCE AMENDING CHAPTER 6 (“ALCOHOLIC BEVERAGES”) AND CHAPTER 22 (“BUSINESSES”), OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS TO CREATE NEW LIQUOR LICENSE CLASSIFICATIONS, FEES AND OTHER REQUIREMENTS**

BACKGROUND/DISCUSSION:

In early January 2012, the Mayor and Board of Trustees met with the Village Attorney and Staff to discuss the need to make comprehensive revisions to the Municipal Code as it relates to the issuance of Village liquor licenses. As a result of that meeting, the Village Attorney was asked to prepare a revised ordinance that would create more specific categories for liquor licenses. The attached Ordinance was prepared by the Village Attorney in response to that request. Note that the attached includes the entire Ordinance so all provisions of the new Ordinance, whether or not they have been revised, are available for review.

On April 4, the Village Board held a workshop with Park Forest civic organizations to review the provisions of the Ordinance that will most impact them. Note that the provisions relating to civic organizations have not changed substantially. Implementation of these provisions will, however, become clearer as a result of these revisions. Village Staff also met with Southland Caterers to review the new provisions relating to a caterers liquor license category.

A workshop took place on June 18 to deliberate on issues related to temporary permitting of events at Dining on the Green, public parks, and special events for civic, non-profit, organizations.

If the Board approves this Ordinance, all current liquor license holders will automatically be licensed under the new categories upon renewal of their licenses.

SCHEDULE FOR CONSIDERATION: This item will appear on the Rules and Regular Board Meeting agendas of June 25, 2012 for Board discussion and consideration on FINAL READING.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6 (“ALCOHOLIC BEVERAGES”) AND CHAPTER 22 (“BUSINESSES”), OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS TO CREATE NEW LIQUOR LICENSE CLASSIFICATIONS, FEES AND OTHER REQUIREMENTS

BE IT ORDAINED, by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of the Village’s home rule powers, as follows:

Section 1. Village Code Amended. Chapter 6 (“Alcoholic Beverages”), Article I (“In General”) of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois is amended by adding the underlined language and deleting the overstricken language to read as follows:

Chapter 6. ALCOHOLIC BEVERAGES

Article I. In General

Sec. 6-1. Definitions.

~~Unless the context otherwise requires, all terms used in this chapter shall be construed according to definitions contained in the Illinois Liquor Control Act.~~

All words and phrases used in this Chapter, not otherwise defined herein, and which are defined in the Illinois Liquor Control Act, 235 ILCS 5/1-1 et seq., as amended, shall have the meanings accorded to such words and phrases in said Act. Unless the context otherwise requires, the following terms as used in this Chapter shall be construed according to the definitions given below:

Alcohol means the product of distillation of any fermented liquid, whether rectified or diluted, whatever may be the original thereof, and includes synthetic ethyl alcohol. It does not include denatured alcohol or wood alcohol.

Alcoholic liquor means alcohol, spirits, wine and beer, and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer, and capable of being consumed as a beverage by a human being. The provisions of this chapter shall not apply to alcohol used in the manufacture of denatured alcohol produced in accordance with Acts of Congress and regulations promulgated thereunder, nor to any liquid or solid containing one-half of one percent or less, of alcohol by volume.

Beer means a beverage obtained by alcoholic fermentation of an infusion or concoction of barley, or other grain, malt, and hops, in water, and includes, among other things, beer, ale, stout, lager beer, porter and the like.

Caterer means a person who serves alcoholic liquors for consumption, either on-site or off-site, whether the location is licensed or unlicensed, as an incidental part of food service. Prepared meals and alcoholic liquors are sold at a package price agreed upon under contract.

Convenience store means a retail establishment which has as its primary business the sale of basic items such as packaged goods and other small articles.

Drugstore means a retail establishment which includes as part of its business the filling of prescriptions for its customers and where other articles are sold.

Grocery store means a retail establishment that is engaged principally in the sale of canned goods; dry goods such as tea, sugar, flour, cereals, and the like; fresh fruits and vegetables; fresh and prepared meats, fish, and poultry; and typical household goods, but not including any establishment commonly understood to be a drugstore as defined herein, or a food pantry, or a convenience store as defined herein.

Illinois Liquor Control Act means the Illinois Liquor Control Act of 1934, 235 ILCS 5/1-1 et seq., as amended.

Liquor store means a retail establishment which has as its primary business the sale of alcoholic liquors for consumption off the premises.

Original package means any bottle, flask, jug, can, cask, barrel, keg, hogshead, or other receptacle or container whatsoever used, corked, capped, sealed, and labeled by the manufacturer of alcoholic liquor, to contain and to convey any alcoholic liquor.

Patron means any customer, attendee or visitor of a licensed establishment who is not an employee of the establishment.

Premises means the place or location described in a local liquor license where alcoholic liquor is allowed to be stored, displayed, or offered for sale. Not included are sidewalks, streets, parking areas, and grounds adjacent to any such place or location unless specified in the license.

Recreational facility means a public place kept, used, maintained, advertised and held out to the public for leisure or health activities.

Restaurant means any public place kept, used, maintained, advertised, and held out to the public as a place where meals are served, and where meals are actually

and regularly served, without sleeping accommodations, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook, and serve suitable food for its guests.

Retailer means a person, group of persons, partnership, or corporation who sells or offers for sale, alcoholic liquor for use or consumption and not for resale in any form.

Sale means any transfer, exchange or barter in any manner, or by any means whatsoever, including the transfer of alcoholic liquors by and through the transfer or negotiations of warehouse receipts or certificates, and includes and means all sales made by any person, whether principal, proprietor, agent, servant or employee.

Sell at retail and sale at retail means sales for use or consumption and not for resale in any form.

Spirits means any beverage which contains alcohol obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, gin, vodka, or other spirituous liquors, and such liquors when rectified, blended, or otherwise mixed with alcohol or other substances.

Tavern means any public place kept, used, maintained, advertised and held out to the public as a place where alcoholic liquor is offered for sale to the public for consumption on the premises or for consumption off the premises when sold to the public in its original package. The service of food or meals is incidental to the service of alcoholic liquor.

Theater house means a place open to the public for the purpose of providing a venue for theatrical, comedic or music presentations, based on recognized literary works of a dramatic, comedic or musical nature, produced in the form of a musical, dramatic, or comedic play utilizing the talents of live actors, performers and/or musicians.

To sell means to keep or expose for sale and to keep with intent to sell.

Wine or vinous beverages means any alcoholic beverage obtained by the fermentation of the natural contents of fruits, or vegetables, containing sugar, including such beverages when fortified by the addition of alcohol or spirits, as defined herein.

Sec. 6-2. Local liquor commissioner.

(a) There is created the office of local liquor commissioner who shall be the village president mayor.

(b) The powers and duties of the local liquor commissioner shall be as provided by statute, this Code and village ordinance.

Sec. 6-3. Areas in which ~~sale~~ sales are restricted.

It shall be unlawful to sell or offer for sale at retail any alcoholic liquor within any area zoned for residential use. It shall be unlawful to sell or offer for sale at retail any alcoholic liquor in premises, the location of which would violate any of the provisions of the Illinois Liquor Control Act or this Code.

Sec. 6-4. Sanitary conditions of premises.

(a) All premises used for the retail sale of alcoholic liquor or for the storage of such liquor for such sale shall be kept in a clean and sanitary condition in full compliance with the sections of this Code regulating the condition of premises used for the storage or sale of food for human consumption.

(b) Every person licensed to sell alcoholic beverages at retail who shall sell any alcoholic liquor for consumption on the premises of such licensee shall keep and maintain the licensed premises equipped with running hot and cold water and adequate sanitary washing facilities for the cleansing of glasses and service utensils and shall provide adequate toilet facilities.

Sec. 6-5. Closing hours.

(a) *Off-premises consumption.* It shall be unlawful for any person licensed as a retailer of alcoholic liquor to be consumed off the premises to sell, permit to be sold or give away any alcoholic liquor between the hours of 2:00 a.m. and 9:00 a.m.

(b) *On-premises consumption.* It shall be unlawful for any person licensed as a retailer of alcoholic liquor for consumption on the premises to sell, permit to be sold or give away any alcoholic liquor on any of the following days between the hours specified:

(1) Mondays through Fridays, between the hours of 2:00 a.m. and 9:00 a.m.

(2) Saturdays, between the hours of 3:00 a.m. and 9:00 a.m.

(3) Sundays, between the hours of 3:00 a.m. and 12:00 noon, except that alcoholic beverages not exceeding 20 percent alcohol may be served with a meal beginning at 11:00 a.m.

(4) Holidays.

a. March 18, last Monday in May, July 4 and first Monday in September, between the hours of 3:00 a.m. and 9:00 a.m.; provided that if the day falls on Sunday, between the hours of 3:00 a.m. and 12:00 noon.

b. January 1, between the hours of 4:00 a.m. and 9:00 a.m., provided that if the day falls on Sunday, between the hours of 4:00 a.m. and 12:00 noon.

(c) *Establishments not engaged primarily in the retail sale of alcoholic liquor.* It shall be unlawful to keep open for business or to admit the public to any premises in or on which alcoholic liquor is sold at retail during the hours within which the sale of such liquor is prohibited, provided that for other licensed establishments whose principal business is other than the retail sale of liquor, such establishments may be kept open during such hours, but no alcoholic liquor may be sold to or consumed by the public during such hours on such premises.

(d) The local liquor commissioner may vary the hours set forth above that alcoholic liquor may be sold, permitted to be sold or given away for consumption on or off the premises for a licensee under this chapter pursuant to an application for same.

Sec. 6-6. Health of licensee's employees.

It shall be unlawful to employ in any premises used for the retail sale of alcoholic liquor any person who is afflicted with or who is a carrier of any contagious, infectious, or venereal disease, and it shall be unlawful for any person who is afflicted with or a carrier of such disease to work in or about any premises or to engage in any way in the handling, preparation or distribution of such liquor.

Sec. 6-7. Underage persons—Sales to, employment of.

(a) It shall be unlawful for any licensee or any officer, associate, member, representative, agent or employee of such licensee to sell, give away, or deliver alcoholic liquor to any person under 21 years of age.

(b) It shall be unlawful for any such person to engage or employ or permit any person under 21 years of age to sell, give away or deliver alcoholic liquor or to entertain or to act as host or hostess in or upon the licensed premises. For employment of persons on the licensed premises in work activities other than those identified in this section, the licensee shall employ persons in conformance with applicable laws and regulations of the state and the United States government or any department thereof.

Sec. 6-8. Same—Acquiring, furnishing to, consuming alcoholic liquors; identification cards.

(a) It shall be unlawful for any person under 21 years of age to purchase, attempt to purchase, possess, or accept a gift of alcoholic liquor.

(b) If a licensee or his agents or employees believe that a sale or delivery of alcoholic beverages is prohibited because of the nonage of the prospective recipient, he shall, before making such sale or delivery, demand presentation of some form of positive identification, containing proof of age, issued by a public officer in the performance of his official duties.

(c) No person shall transfer, alter or deface such an identification card; use the identification card of another; carry or use a false or forged identification card; or obtain an identification card by means of false information.

(d) It shall be unlawful for any person to consume alcoholic liquor who is prohibited from purchasing or possessing alcoholic liquor by this chapter or for any person to furnish alcoholic liquor to any such person, except in the performance of a religious service or ceremony or under the direct supervision and approval of the parents or parent of any such underage person in the privacy of a home.

Sec. 6-9. Possession in motor vehicles.

No person shall transport, carry, ~~or~~ possess or have any alcoholic liquor in or upon or about any motor vehicle except in the original package and with the seal unbroken.

Sec. 6-10. Outdoor consumption.

(a) Outdoor consumption of alcoholic liquor in an area operated as a sidewalk cafe or a garden restaurant and in connection with a cultural, social or civic event of a special nature requiring the service of patrons of licensed liquor establishments for a period of not in excess of 72 hours is permitted in an adjacent and abutting area to licensed liquor establishments or at such other location as permitted by the local liquor commission in the case of a cultural, social or civic event of a special nature.

(b) Class A and class G licensees who hold such licenses pursuant to section 6-43 of this chapter may sell or deliver alcoholic liquor, and their patrons may consume alcoholic liquor, in outdoor seating areas adjacent to premises licensed for consumption on the premises, excluding any private parking area. Such outdoor seating area shall be subject to the following requirements:

(1) The outdoor seating area must be secured so that the public may not access the seating area from outside the licensed premises by permanent or semi-permanent fencing and/or barrier as approved by the village and consistent with existing zoning and building provisions of this Code.

(2) The location of any outdoor seating area shall comply with all setback requirements in the applicable zoning district, shall not obstruct pedestrian or vehicular traffic and shall comply with all existing provisions of this Code.

(3) The hours of operation of any outdoor seating area shall be consistent with the normal operating hours of the licensed premises.

(4) If any portion of the outdoor area is to be located on village property, the village shall approve of the location and the licensee shall obtain liability insurance coverage in an amount determined by the village and name the village as an additional insured in addition to all other requirements of this chapter.

(5) The outdoor seating area shall be in compliance with all requirements of this Code and all other applicable rules and regulations of any governing body regarding the outdoor seating area.

(6) All such sales of alcoholic liquor shall in all respects be in conformance with the class of license held.

~~Sec. 6-11. Maximum size of drinks to be served.~~

~~It shall be unlawful for any licensee other than a hotel offering restaurant service or a regularly organized club or a restaurant within the meaning of that term to sell, serve, give away, or permit to be sold, served or given away, for consumption on the licensed premises, any distilled spirits, except by the glass, or any malt or vinous beverage, except in individual servings not exceeding 16 fluid ounces.~~

~~Sec. 6-12~~ Sec. 6-11. Peddling prohibited.

It shall be unlawful to peddle alcoholic liquor in the village.

~~Sec. 6-13~~ Sec. 6-12. Restrictions on consumption on premises.

Alcoholic liquor sold by the package for consumption off the premises shall not be consumed on the premises where purchased nor shall any alcoholic liquor be sold for consumption on the premises in any establishment which does not sell food to be consumed on the premises, other than class H and class J licensees.

~~Sec. 6-14~~ Sec. 6-13. Transporting alcoholic beverages.

It shall be unlawful for any person to transport, carry, possess or have any alcoholic liquor on any street, highway or public place in the village except in the original package and with the seal unbroken, and except as provided in 625

~~Illinois Compiled Statutes~~ ILCS 5/11-502 of the Illinois Vehicle Code, as amended, adopted by reference pursuant to section 102-2 of this Code.

~~Sec. 6-15~~ Sec. 6-14. Intoxication.

No person shall appear on any street, highway or in a public place manifestly under the influence of alcoholic beverages, narcotics or other drug, not therapeutically administered, to the degree that he may endanger himself or other persons or property, or annoy persons in his or her vicinity.

~~Sec. 6-16~~ Sec. 6-15. Drinking of alcoholic beverages on public ways.

It shall be unlawful for any person to ~~drink~~ consume any alcoholic beverages on any street, highway or public place or in or about any motor vehicle upon any street, highway or public place in the ~~city~~ village, unless specifically authorized by the Board of Trustees and except as provided in 625 ~~Illinois Compiled Statutes~~ ILCS 5/11-502 of the Illinois Vehicle Code, as amended, adopted by reference pursuant to section 102-2 of this Code. Alcoholic beverages shall not be consumed on village park property unless specifically authorized pursuant to a picnic permit issued by the village. All picnic permits which authorize the consumption of alcoholic beverages shall expire a half (1/2) hour after sunset. A picnic permit issued pursuant to this section shall be subject to the provisions of section 6-56 of this Code.

Section 2. Village Code Amended. Chapter 6 (“Alcoholic Beverages”), Article II (“Licenses”) of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois is amended by adding the underlined language and deleting the overstricken language to read as follows:

Sec. 6-41. Required.

It shall be unlawful to sell or offer for sale at retail any alcoholic liquor without first having obtained a village retail liquor dealer's license for each place, location, or premises where the retailer is located; ~~to sell the alcoholic liquor;~~ or to violate the terms of any such license.

Sec. 6-42. Scope of license.

A license for the retail sale of alcoholic beverages shall be purely a personal privilege, subject to revocation, and shall not constitute property nor shall it be subject to attachment, garnishment or execution nor shall it be alienable, transferable or assignable, voluntarily or involuntarily, or subject to being encumbered or hypothecated. Such license shall not descend by the laws of testate or intestate devolution, but it shall cease upon the death of the licensee, provided that executors or administrators of the estate of any deceased licensee, and the trustee of insolvent or bankrupt licensee, when such estate consists in part of

alcoholic liquor, may continue the business of the sale of alcoholic liquor under order of the appropriate court and may exercise the privileges of the deceased or insolvent or bankrupt licensee after the death of such decedent or such insolvency or bankruptcy until the expiration of such license but not longer than six months after the death, bankruptcy, or insolvency of such licensee.

Sec. 6-43. Classification.

Under this article, licenses shall be classified as follows:

~~(1) — Class A-1 license. A class A-1 license shall permit both the sale for consumption on the premises and sale by the package for consumption off the premises of all alcoholic liquor.~~

~~(2) — Class A-2 license. A class A-2 license shall permit the sale either for consumption on the premises or sale by the package for consumption off the premises of all alcoholic liquor.~~

~~(3) — Class B-1 license. A class B-1 license shall permit both the sale of beer and wine for consumption on the premises and sale by the package for consumption off the premises.~~

~~(4) — Class B-2 license. A class B-2 license shall permit either the sale of beer and wine for consumption on the premises or sale by the package for consumption off the premises.~~

~~(5) — Class T license. A class T license shall be a temporary license as otherwise defined in this Code permitting the sale of all alcoholic liquor only by the drink.~~

(1) Class A license. A class A license shall authorize the retail sales of alcoholic liquors by a tavern for consumption on the premises and in package quantities for consumption off the premises.

(2) Class B license. A class B license shall authorize the retail sales of alcoholic liquors for consumption off the premises by a liquor store. A liquor store shall only be located in the C-2 commercial zoning district.

(3) Class C license. A class C license shall authorize the retail sales of beer and wine only in the original package by a drugstore for consumption off the premises. No more than ten percent (10%) of the total square feet of the premises shall be allocated to the display and sale of beer and wine.

(4) Class D license. A class D license shall authorize the retail sales of alcoholic liquors in the original package by a drugstore for consumption off the premises. No more than fifteen percent (15%) of the total square feet of the premises shall be allocated to the display and sale of alcoholic liquors.

(5) Class E license. A class E license shall authorize the retail sales of alcoholic liquors in the original package by a convenience store for consumption off the premises. No more than fifteen percent (15%) of the total square feet of the premises shall be allocated to the display and sale of alcoholic liquors.

(6) Class F license. A class F license shall authorize the retail sales of alcoholic liquor in the original package by a grocery store. No more than fifteen percent (15%) of the total square feet of the premises shall be allocated to the display and sale of alcoholic liquors.

(7) Class G license. A class G license shall authorize the retail sales of alcoholic liquors by a restaurant for consumption on the premises. The sales of alcoholic liquor shall be permitted only when food service is available at the licensed premises and such sale is made incidental to the service of a meal. The licensed premises may include a patron waiting area in which alcoholic liquor may be served to persons waiting to be seated at a dining table.

(8) Class H license. A class H license shall authorize the retail sales of beer and wine by a theater house not more than one hour before the start of a performance and during intermission for a period of not more than one-half (1/2) hour for consumption on the premises. Such sale and delivery shall be confined to the lobby or foyer of the premises. Such area shall be without seating and shall be fully illuminated. No beer and wine shall be removed from the lobby or foyer area of the premises by patrons or consumed by patrons outside of such areas. Such beer and wine shall be served from a customer bar only.

(9) Class I license. A class I license shall authorize the sale of alcoholic liquor where the licensee is acting as a caterer, in conjunction with service at private events at private facilities open to the public where the licensee is also providing food services. Private events shall include events held at the public facilities set forth in section 6-54 of this Code and a temporary license shall not be required for such private events at which a class I licensee sells and provides alcoholic liquor. Class A and class G licensees shall be eligible to obtain a class I license at no charge. Class I licensees shall be subject to the following requirements:

a. During any quarterly period, the income which the licensee derives from the sale of food and nonalcoholic beverages must comprise more than 50 percent of the gross revenue of the amount earned from the sale of food and alcoholic liquor at such parties or events.

b. The service of alcoholic liquor shall be by employees of the licensed catering business.

c. A caterer shall sell alcoholic liquor only to the client or sponsor of a catered event, and only by the full, unopened container.

d. A caterer shall not charge the client of or sponsor of a catered event a price per individual serving or drink of alcoholic liquor.

e. The caterer or caterer's employee shall have on his or her person a copy of the caterer's license, as well as proof of an alcohol server's training certificate for at least one server at the event.

f. In addition to the other requirements of this chapter, a class I license shall only be issued to persons who can demonstrate that they are operating a bona fide catering business with headquarters within the village and which hold a valid business license issued by the village pursuant to Chapter 22 of this Code.

g. Any person holding a class I license shall keep a record of each catered event. Said record shall indicate the time and place of the event and include the name of the person hiring the caterer, the compensation paid to the caterer, and the types of alcoholic liquor and the quantity of each type sold at the event. All such records shall be kept at the caterer's place of business and shall be available for inspection by the local liquor commissioner, or his or her authorized representative, for a minimum of three years after a catered event.

h. A caterer not licensed by the village may engage in the sale of alcoholic liquor if the caterer pays the temporary license fee set forth in Section 22-35 of this Code and provides proof of the following:

1. The location, date, and time of the catering event.

2. Proof of a valid license for the preparation of food for service off the licensed premises, issued by the appropriate licensing authority of the jurisdiction in which the applicant's catering business is located.

3. Proof of its ability to store, handle, prepare, transport and serve food in a safe and sanitary manner in accordance with standards no less stringent than those imposed by this Code.

4. Proof of a valid license for the sale of alcoholic liquor issued by the appropriate licensing authority.

5. Proof of applicable dram shop insurance.

6. Any additional information as required by the local liquor control commissioner or required by law.

(10) Class J license. A class J license authorizes the retail sales of alcoholic liquors by the drink or vinous beverages by the bottle or carafe, or beer if by the pitcher of a capacity not to exceed sixty (60) ounces or by the bottle or glass of a capacity not to exceed sixteen (16) ounces at a recreational facility for consumption on the premises. Service of alcoholic liquor shall be only during the time that the athletic, health or sports portions of the premises are open and available for use. All alcoholic liquor shall be purchased from the recreational facility.

(11) Class K license. A class K license shall be a temporary license as otherwise defined in this Code permitting the sale, delivery or consumption of all alcoholic liquor only by the drink.

Sec. 6-44. Application.

(a) Application for a license to sell alcoholic beverages shall be made in writing to the local liquor commissioner and signed by the applicant if an individual, by all the partners if a partnership, or by the duly authorized chief executive officers if a club or corporation, verified by oath or affidavit, and shall contain all information and statements required by the state when applying to sell liquor under the Illinois Liquor Control Act.

(b) In addition to the information required under subsection (a) of this section, the applicant shall be referred to the proper village departments for the following:

(1) Fingerprinting shall be required by the police department for first-time applicants who must provide appropriate photo identification.

(2) The applicant must pay a nonrefundable fee for fingerprint processing to the village as reimbursement for the cost of fingerprint processing through state and federal agencies.

(3) The applicant shall apply to the fire prevention bureau for inspection of premises to be used by the applicant to sell alcoholic beverages, if approved.

(4) The applicant shall apply to the building department for verification that all zoning and building code requirements have been met.

(5) The applicant shall deliver to the local liquor commissioner a statement in writing under oath that the applicant will not violate any applicable ordinance of the village, state law or laws of the United States in the conduct of the business for which a license is sought.

Sec. 6-45. Alcoholic beverage sellers and servers training requirements.

(a) Prior to the grant of a liquor license pursuant to this chapter, all new license applicants shall provide proof of completion of a state-certified alcoholic beverage sellers and service education and training program for all persons who serve or sell alcoholic beverages pursuant to that license.

(b) Beginning on December 31, 2012, all renewal liquor license applications, shall submit proof of completion of a state-certified alcoholic beverage sellers and service education and training program for all persons who serve or sell alcoholic beverages pursuant to that license. All renewal applications for terms thereafter shall be accompanied by said proof of state-certified training for all required employees.

(c) New employees or managers of a licensee, who are required to complete said training shall, within ninety (90) days from the beginning of their employment with a licensee, complete the state-certified alcoholic beverage sellers and service education and training program and shall, until completion of said program, work under the supervision of a person who has completed said program.

(d) A photocopy of evidence of completion of a state-certified alcoholic beverage sellers and service education and training program must be filed with the local liquor commissioner within twenty-one (21) days of completion of said program.

(e) Employees or managers of the licensee who have completed a state-certified alcoholic beverage sellers and service education and training program shall maintain evidence of completion of said program on the premises of the licensee or on their person while on the premises of the licensee.

(f) Proof of completion of a state-certified alcoholic beverage sellers and service education and training program shall not be required for each person serving or selling alcoholic beverages pursuant to a temporary license pursuant to section 6-54 of this chapter for an event open to the public on private or public property provided any such person is at all times supervised in the serving or selling of alcoholic beverages by not less than one (1) person present at the alcohol sales or service area on the licensed premises and provided such supervisor has successfully completed said state-certified training. The requirement that a supervisor that has completed state-certified training be present shall not be applicable to a private event on private or public property.

(g) Each application for a temporary license pursuant to section 6-55 of this chapter shall identify each person who will be supervising the serving or selling of alcoholic beverages at the alcohol sales or service area on the licensed premises. Each such designated supervisor shall submit proof of his or her successful completion of a state-certified alcoholic beverage sellers and service education and training program at the time of application.

Sec. ~~6-45~~ 6-46. Licensing year.

The licensee under this article has the option of making application for a retail liquor dealer's license for:

(1) Each of two periods for each calendar year, the first to commence on January 1, expiring on June 30, and the second to commence on July 1, expiring on December 31. Each license issued or renewed under this subsection shall be effective for the whole or the unexpired portion of such six-month period.

(2) The calendar year. Each license issued or renewed under this subsection shall be effective for the whole or the unexpired portion of such calendar year.

Sec. ~~6-46~~ 6-47. Persons not entitled to license.

(a) No retail liquor dealer's license shall be issued to any applicant where an investigation of the application reveals an outstanding violation of any section of this Code or any ordinance of the village.

(b) No retail liquor dealer's license shall be issued to any applicant who would be ineligible to receive a retail liquor dealer's license from the state under the Illinois Liquor Control Act.

(c) No retail liquor dealer's license shall be issued to any applicant who owes any payment to the village, including, but not limited to, the payment of any tax, fee, interest for late payment, water bill, sewer bill, garbage fee or any other fee, assessment or charge until any such amount has been paid in full. An application for a retailer's liquor license shall not be accepted from an applicant who has not paid the real estate taxes or special assessments for which a bill has been issued and is due on any premises where such licensed retailer liquor dealer intends to operate.

Sec. ~~6-47~~ 6-48. Fee.

(a) The fee for a village ~~retail liquor dealer's~~ license shall be as set forth in section 22-35 of this Code. The license fee shall be for the whole or any portion of the license period for which application is made. No license fee will be charged for a license issued for a publicly operated facility ~~the license to sell beer and wine at the Meadows Golf Course~~.

(b) All retail license fees shall be paid to the local liquor commissioner of the village at the time the application is made and shall be forthwith turned over to the village clerk. ~~If the license applied for is denied, the fee shall be returned to the applicant; if the license is granted, the~~ The fee shall be deposited in the general corporate fund or in such other fund as shall have been designated by the board of trustees, by proper action.

Sec. 6-48. Restrictions on issuance.

~~No license to sell alcoholic liquor shall be issued to any person unless the principal business of the location for which the license is requested is the sale of alcoholic liquor, a restaurant open to the public, a food dealer, or a drugstore possessing a food dealer's license.~~

Sec. 6-49. Number limited.

(a) Except as otherwise provided in section 6-55, the number of licenses in effect at any one time for the sale of liquor shall be as follows: ~~not exceed seven for the total of classes A-1, A-2, B-1 and B-2.~~

<u>Class</u>	<u>Number of licenses</u>
(1) <u>Class A licenses</u>	<u>1</u>
(2) <u>Class B licenses</u>	<u>1</u>
(3) <u>Class C licenses</u>	<u>1</u>
(4) <u>Class D licenses</u>	<u>1</u>
(5) <u>Class E licenses</u>	<u>1</u>
(6) <u>Class F licenses</u>	<u>0</u>
(7) <u>Class G licenses</u>	<u>0</u>
(8) <u>Class H licenses</u>	<u>1</u>
(9) <u>Class I licenses</u>	<u>0</u>
(10) <u>Class J licenses</u>	<u>1</u>
(11) <u>Class K license</u>	<u>as issued</u>

(b) However, if any license is revoked or any licensee fails to operate a business providing for the sale of liquor at the address for which a license is issued for a period in excess of ten days, except in a natural disaster or if a permit for alteration of the premises has been applied for, the license may not be re-issued and the total number of licenses authorized under the applicable license classification set forth in this section shall be accordingly reduced in number.

(c) If, however, a licensee sells his business and the buyer applies for a new license at the same address within ten days of the sale, the number of licenses in the applicable license classification shall not be reduced if the license applied for is granted by the local liquor commissioner.

(d) Any liquor license in effect under any previous liquor license classification shall remain in effect until such time as said license expires. An applicant for renewal of a liquor license under a previous classification shall apply for renewal under the applicable liquor license classification then in effect.

Sec. 6-50. Revocation/suspension.

(a) The ~~president~~, as local liquor commissioner, may revoke or suspend for up to 90 days, after a hearing held in accordance with 235 ILCS 5/7-5, any retail liquor dealer's license for any violation of any section of this chapter or for any violation of any applicable section of this Code, village ordinance, state or federal law.

(b) In addition to the penalty of revocation or suspension, the liquor commissioner may impose a fine for each violation of not more than \$5,000.00. In case of a revocation, the liquor commissioner may also order a forfeiture of all monies that have been paid for the license. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues. The local liquor commissioner shall also determine ~~that~~ the costs related to the hearing incurred by the village, including, but not limited to: Court reporter fees, the cost of transcripts or records, attorney's fees for both the prosecutor and the commissioner's attorney, and the cost of preparing and serving notices and orders, as to the charge or charges on which the licensee was found guilty. The licensee shall pay those costs to the village within 30 days of notification of the costs by the liquor commissioner. Notification shall be sent by hand delivery or first class mail to the licensee's business address in the village. Failure to pay the costs within 30 days after the notice was sent by the liquor commissioner is a violation of this chapter, and may be cause for license revocation or suspension. If an appeal to the state liquor control commission is filed, payment is due 40 days after entry of a final order by the commission or a court finally affirming the determination of the liquor commissioner. The remedies in this section are not exclusive, and any fines or costs may also be collected as any other debt.

(c) In addition to other penalties imposed by this chapter, a licensee found guilty may be required to ~~complete, or to recomplete,~~ a state-certified alcoholic beverage sellers and service education and training program. BASSETT training program or its equivalent, meeting the minimum curriculum requirements of the Illinois Liquor Control Commission, Department of Alcoholism and Substance Abuse (Ill. Admin. Code, Title 77, Chapter XVI, Part 3500).

Sec. 6-51. Renewal.

Any licensee may renew his license to sell alcoholic beverages at retail at the expiration thereof, provided he is then qualified to receive a license and the premises for which such renewal license is sought are suitable for such purposes and provided, further, that the renewal privilege shall not be construed as a vested right which shall in any case prevent the board of trustees from decreasing the number of licenses to be issued within their jurisdiction.

Sec. 6-52. Records.

The ~~president~~, as local liquor commissioner, shall keep or cause to be kept a complete record of all licenses for the retail sale of alcoholic beverages issued by him or her and shall furnish the clerk, treasurer, and chief of police each with a copy thereof. Upon the issuance of any new license or the revocation of any old license, the ~~president~~ local liquor commissioner shall give written notice of such action to each of these officers within 48 hours of such action.

Sec. 6-53. Change in location of premises.

A retail alcoholic liquor dealer's license shall permit the sale of alcoholic liquor only in the premises described in the application and license. Such location may be changed only upon the written permit to make such change issued by the ~~president~~ local liquor commissioner. No change of location shall be permitted unless the proposed location is a proper one for the retail sale of alcoholic liquor under state law, this Code and the ordinances of the village.

Sec. 6-54. Character of licensee's business.

(a) No person holding an ~~A-1, A-2, B-1 or B-2~~ A-K license shall sell, give away or permit to be sold or given away, any alcoholic liquor for consumption on the premises of such licensee unless the principal business of such licensee conducted on such premises ~~is the sale at retail of alcoholic liquor, a licensed bowling alley, a licensed restaurant, a licensed food dealer or a licensed food dispenser~~ meets the applicable license classifications set forth in section 6-43 of this chapter at all times during an applicable license period.

(b) No person holding a liquor license under this article shall permit the following conduct on the licensed premises:

(1) Performance of acts or simulated acts of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or other sexual acts.

(2) The actual or simulated touching, caressing or fondling of the breasts, buttocks, pubic hair, anus or genitals.

(3) The actual or simulated display of the breasts, buttocks, pubic hair, anus, vulva or genitals.

(4) Permitting any person to remain in the licensed premises who exposes to public view any portion of his or her breasts, buttocks, pubic hair, genitals, vulva or anus.

(5) Displaying motion pictures, photographs or photographic slides depicting acts or simulated acts of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any other sexual act.

(c) No person holding a liquor license under this article shall allow intoxicated persons to loiter on the licensed premises or permit any conduct which shall tend to disturb the people or quiet of the surrounding neighborhood.

(d) No person holding a liquor license under this article shall allow or permit any entertainment, including, but not limited to musical entertainment, which shall disturb the people or quiet of the surrounding neighborhood.

Sec. 6-55. Temporary license.

(a) The local liquor commissioner may ~~also~~ grant a temporary license for the ~~sale, delivery~~ of alcoholic beverages or the sale of alcoholic beverages by the drink in conjunction with the use of the following village facilities by any civic, charitable, ~~eleemosynary~~ or other nonprofit organization or nonprofit use at an event at which the public is invited:

(1) Library;

(2) Aqua Center, ~~Golf Course~~ or ~~Racket~~ Tennis and Health Club;

(3) Village Hall;

(4) Freedom Hall; or

(5) ~~Downtown Park Forest~~ Dining on the Green.

~~Such temporary license shall issue upon approval of an application therefor.~~

(b) The local liquor commissioner may also grant a temporary license for the ~~sale delivery~~ of alcoholic beverages or the sale of alcoholic beverages by the drink to any civic, charitable, ~~eleemosynary~~ or other nonprofit organization or nonprofit use at an event at which the public is invited on private property.

(c) ~~Such~~ A temporary license issued pursuant to this section shall be valid for not more than five consecutive days in any calendar year upon approval of an

application therefor as required ~~in this article~~ by this section and proof of adequate ~~drum shop~~ insurance.

~~Sec. 6-56. Restrictions on consumption of premises.~~

~~Alcoholic liquor sold by the package for consumption off the premises shall not be consumed on the premises where purchased, nor shall any alcoholic liquor be sold for consumption on the premises in any establishment which does not sell food to be consumed on the premises.~~

Sec. 6-56. Temporary permits.

(a) The village may grant a temporary permit for the delivery or consumption of alcoholic beverages in conjunction with the use of the following village facilities:

- (1) Library;
- (2) Aqua Center or Tennis and Health Club;
- (3) Village Hall;
- (4) Freedom Hall;
- (5) Public parks; or
- (6) Dining on the Green.

(b) The village may issue a temporary permit for the delivery or consumption of alcoholic beverages to any civic, charitable or other nonprofit organization or nonprofit use at an event at which the public is invited on private property.

(c) A temporary permit issued pursuant to this section shall be valid upon approval of an application therefore as required by this section and proof of adequate insurance. An applicant may receive multiple temporary permits from the village during any calendar year upon application for same. The application fee for each individual temporary permit shall be \$5.00.

(d) The village may revoke a temporary permit issued pursuant to this section at any time for a violation of the terms of the permit and further prohibit the permit holder from receiving future temporary permits for any violation. In addition, a violation of a provision of a temporary permit shall be punishable by a fine of up to \$750.00 for each violation.

Section 3. Village Code Amended. Chapter 22 (“Businesses”), Article II (“Licensing”), Section 22-35 (“Schedule”) of the Code of Ordinances, Village of Park Forest, Cook

and Will Counties, Illinois is amended by adding the underlined language and deleting the overstricken language to read as follows:

Sec. 22-35. Schedule.

The annual license fee to be paid by persons engaged in any business, trade, occupation or calling within the village, shall be in accord with the following schedule. School districts shall be exempt from an annual business license fee. Such fees may be prorated in accordance with section 22-36. Additional fees may be required as noted in subsections (g) through (k) of this section.

* * * *

(h) Liquor dealers license.
 Fee includes building and fire department ~~inspection~~ required by section 6-44(b)
of this Code.

~~Class A-1 license: sale for consumption on premises and for consumption off-
 premises—all alcoholic beverages1,800.00~~

~~Class A-2 license: sale for consumption on premises or for consumption off-
 premises—all alcoholic beverages1,750.00~~

~~Class B-1 license: sale for consumption on premises and for consumption off-
 premises—beer and wine only1,200.00~~

~~Class B-2 license: sale for consumption on premises or for consumption off-
 premises—beer and wine only700.00~~

<u>Classification</u>	<u>Fee</u>	
	<u>Initial Application</u>	<u>Renewal</u>
<u>Class A license</u>	<u>1,500.00</u>	<u>750.00</u>
<u>Class B license</u>	<u>1,500.00</u>	<u>750.00</u>
<u>Class C license</u>	<u>1,500.00</u>	<u>750.00</u>
<u>Class D license</u>	<u>1,500.00</u>	<u>750.00</u>
<u>Class E license</u>	<u>1,500.00</u>	<u>750.00</u>
<u>Class F license</u>	<u>1,500.00</u>	<u>750.00</u>

<u>Class G license</u>	<u>1,500.00</u>	<u>750.00</u>
<u>Class H license</u>	<u>1,500.00</u>	<u>750.00</u>
<u>Class I license</u>	<u>1,500.00</u>	<u>750.00</u>
<u>Class J license</u>	<u>1,500.00</u>	<u>750.00</u>
<u>Class K license (temporary)</u>	<u>5.00 per day</u>	
Temporary: for consumption on-premises only	per day 5.00	

Section 4. Severability and Repeal of Inconsistent Ordinances. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance. All ordinances, resolutions or orders or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 5. Effective Date. This Ordinance shall take effect after its passage, and approval and publication as required by law.

PASSED this ____ day of _____ 2012.

APPROVED:

ATTEST:

MAYOR

VILLAGE CLERK

AGENDA BRIEFING

DATE: June 19, 2012

TO: Mayor Ostenburg
Board of Trustees

FROM: Hildy L. Kingma, AICP, Director of Economic Development and Planning

RE: Ordinance Amending Municipal Code Provisions to Permit Video Gaming in the Village and to Establish an Annual Licensing Fee

BACKGROUND/DISCUSSION:

In 2009, the State of Illinois adopted new legislation allowing video gaming terminals to be installed in licensed liquor establishments, truck stops, and fraternal/veterans clubs throughout the State. According to the web site of the Illinois Gaming Board “a ‘video gaming terminal’ (‘VGT’) is an electronic video gaming machine that plays or simulates the play of a video game upon the insertion of cash. Authorized video games include, but are not limited to, video poker, line up, and blackjack. The VGT must utilize a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash. VGT does *not* include a Terminal that directly dispenses coins, cash, or tokens or is for amusement purposes only.”

Each location is permitted to have up to five video gaming terminals. The operator of the terminals will pay a 30% tax on net terminal income to the State of Illinois, of which 5/6th will be retained by the State Capital Projects Board and 1/5th will returned to the municipality in which the terminal is located. The total Village revenue from this State tax for each location with the full five terminals is estimated to be in the range of \$10,000. In addition, the attached ordinance provides for a \$25 annual licensing fee for each terminal.

A municipality may pass an ordinance prohibiting video gaming within the corporate limits of the municipality. While the Village of Park Forest has not formally prohibited video gaming, Section 22-586 of the Village Code does prohibit any gambling other than raffles permitted by Chapter 10 of the Code. Therefore, the Village Attorney has drafted the attached ordinance to allow for video gaming in appropriately licensed facilities in the community, and to create an annual licensing fee for each terminal.

It is expected that Dunagain’s Irish Pub will take advantage of this revised ordinance to install five video gaming terminals in their place of business. Another potential business is also negotiating with the DownTown Management Office to lease space for a similar facility on Main Street.

SCHEDULE FOR CONSIDERATION: This item will appear on the Rules and Regular Board Meeting agenda of June 25, 2012, for discussion and Final Reading.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF
PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS
TO PERMIT VIDEO GAMING IN THE VILLAGE OF PARK FOREST
AND PROVIDE THE ISSUANCE OF A LICENSE FOR VIDEO GAMING TERMINALS**

WHEREAS, the Village of Park Forest (“Village”) is a home rule municipality pursuant to Section 6(a), Article VII of the Illinois Constitution of 1970, and may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the State of Illinois adopted the Video Gaming Act, 230 ILCS 40/1 *et seq.*, pursuant to Public Act 96-34, which became effective on July 13, 2009; and

WHEREAS, the Video Gaming Act permits limited use of video gaming machines at particular premises within the State; and

WHEREAS, the Mayor and Board of Trustees of the Village find that the Village should amend the Code of Ordinances of the Village of Park Forest, Cook and Will Counties, Illinois, (“Village Code”) to clarify that activity permitted under the Video Gaming Act is legal in the Village.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of the Village’s home rule powers, as follows:

Section 1. **Recitals Incorporated.** The above recitals are incorporated herein as though fully set forth.

Section 2. **Village Code Amended.** Chapter 22 (“Businesses”), Article II (“Licensing”), Division 1 (“Generally”), Section 22-35 (“Schedule”) of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois, is hereby amended by deleting the overstricken language and adding the underlined language to read as follows:

Sec. 22-35. Schedule.

The annual license fee to be paid by persons engaged in any business, trade, occupation or calling within the Village, shall be in accord with the following schedule. School districts shall be exempt from an annual business license fee. Such fees may be prorated in accordance with section 22-36. Additional fees may be required as ~~noted set forth~~ in subsections (g)(1)-(4) ~~through (k)~~ of this section.

(a) *General business certificates*\$100.00

Fee includes fire department inspection.

Businesses such as refuse collectors, livery service, taxi service, commercial vehicle relocators, etc., must add \$25.00 for each vehicle used in the business.

(b) *General business food establishment.*

Fees include fire and health department inspectors.

Definitions of food establishments and further explanation of requirements explained in chapter 50, article II.

Food dealer (retail grocery stores):

Gross floor area of 2,500 square feet or less140.00

Gross floor area of 2,501 to 10,000 square feet260.00

Gross floor area of 10,001 square feet or more580.00

Food dispenser:

Restaurants, caterers, etc.260.00

School cafeterias160.00

Food unit—Mobile (each vehicle):

Per year140.00

Per six months90.00

Per three months65.00

Per month50.00

Per day40.00

Food dispenser—Temporary, nonprofit25.00

Food dispenser—Temporary, Park Forest-based non/not-for-profit18.00

(c) *General business hair establishment.*

Fee includes fire and health department inspections.

Beauty shops/barbershops140.00

(d) *Home occupations.*

If home occupation requires a fire or health inspection, additional fees are required.

Base fee (initial)35.00

Annual renewal15.00

Health inspection fee40.00

Fire inspection fee50.00

(e) *Contractors, not subject to proration or refund:*

General contractor150.00

Building contractor50.00

Sewer builder/drainlayer50.00

(f) *Peddlers:*

Per year150.00

Per day25.00

Park Forest-based non/not-for-profit, per day15.00

(g) Additional Fees

~~(g)~~ (1) *Food dispenser* (not as primary business):

Prepackaged40.00

Prepared80.00

~~(h)~~ *Liquor dealers.*

~~Fee includes building department inspection.~~

~~Class A-1 license: sale for consumption on premises and for consumption off premises— all alcoholic beverages1,800.00~~

~~Class A-2 license: sale for consumption on premises or for consumption off premises— all alcoholic beverages1,750.00~~

~~Class B-1 license: sale for consumption on premises and for consumption off premises— beer and wine only1,200.00~~

~~Class B-2 license: sale for consumption on premises or for consumption off premises— beer and wine only700.00~~

~~Temporary: for consumption on premises only, per day5.00~~

~~(i)~~ (2) *Tobacco*75.00

~~(j)~~ (3) *Coin-operated mechanical devices:*

Food, beverage, cigarette and ice40.00

Musical and mechanical devices25.00

Game devices:

First device300.00

Each additional device50.00

Video gaming terminal25.00 per terminal

~~(k)~~ (4) *Commercial driveways, each*30.00

Section 3. Village Code Amended. Chapter 22 (“Businesses”), Article IV (“Coin-Operated Mechanical Devices”), Division 2 (“License”), Section 22-586 (“Required”) of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois, is hereby amended by adding the underlined language to read as follows:

Sec. 22-586. Required.

It shall be unlawful for any person to exhibit or make available for use for a consideration any coin-operated mechanical device or any other similar machine, including video gaming terminals as that term is defined by the Video Gaming Act, 230 ILCS 40/1 et seq., as amended, who does not possess a license specifically issued for the particular manufacturer's serial number of that machine from the village.

Section 4. Village Code Amended. Chapter 66 (“Offenses and Miscellaneous Provisions”), Article IV (“Offenses Against Morals”), Section 6-136 (“Gambling”) of the Code

of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois, is hereby amended by adding the underlined language to read as follows:

66-136. Gambling.

It shall be unlawful for any person to commit the offense of gambling as such is defined by state law, 720 ILCS 5/28-1, as amended, except for raffles when conducted in accordance with article III of chapter 10 of this Code, and also except for the use of video gaming terminals or devices that fully comply with the provisions of the Video Gaming Act, 230 ILCS 40/1 et seq., as amended, and for which a village license has been issued pursuant to section 22-586 of this Code, as amended.

Section 5. Severability and Repeal of Inconsistent Ordinances. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance. All ordinances, resolutions or orders or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 6. Effective Date. This Ordinance shall take effect after its passage, and approval and publication as required by law.

PASSED this ____ day of _____ 2012.

APPROVED:

ATTEST:

MAYOR

VILLAGE CLERK

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES
PARK FOREST, IL

Village Hall

7:00 p.m.

June 25, 2012

Roll Call

Pledge of Allegiance

Reports of Village Officers

Mayor
Village Manager

Village Attorney
Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. Resolution: A Resolution Authorizing the Village to Participate in the State of Illinois Federal Surplus Property Program
2. Resolution: A Resolution to Authorize Execution of the Neighborhood Stabilization III Program Agreement
3. Resolution: A Resolution of Authorization for the Open Space Acquisition and Development (OSLAD) Program for Expansion of the Village Green
4. Motion: A Motion to Approve a Contract for Urban Forestry Maintenance
5. Motion: A Motion to Accept the 2012 Park System Evaluation Update and Facilities Update

DEBATABLE:

6. Ordinance: An Ordinance Adopting the Budget for All Corporate Purposes of the Village of Park Forest, Cook and Will Counties, Illinois, in Lieu of the Appropriation Ordinance for the Fiscal Year Commencing on the First Day of July, 2012 and Ending on the Thirtieth Day of June, 2013 (Final Reading)
7. Ordinance: An Ordinance Amending Municipal Code Provisions to Permit Video Gaming in the Village and to Establish an Annual Licensing Fee (Final Reading)

OVER

8. Ordinance: An Ordinance Amending Municipal Code Provisions Relating to the Issuance of Village Liquor Licenses (Final Reading)
9. Ordinance: An Ordinance Amending Chapter 102 of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois, Regarding the Impoundment of Vehicles (First Reading)

Adjournment

NOTE: Copies of all agenda items are available in the Manager's Office

MOTIONS

MOVED that the Consent Agenda and each item contained therein be hereby approved:

1. MOVED, that the Mayor and Board of Trustees adopt a Resolution Authorizing the Village to Participate in the State of Illinois Federal Surplus Property Program
2. MOVED, that the Mayor and Board of Trustees Adopt a Resolution to Authorize Execution of the Neighborhood Stabilization III Program Agreement
3. MOVED, that the Mayor and Board of Trustees adopt a resolution of authorization for the Open Space Acquisition and Development (OSLAD) program for expansion of the Village Green; the development grant application is for \$550,000 requiring a local match of 50% (\$275,000).
4. MOVED, that the Manager is authorized to contract with AAA Tree Service, Inc. in an amount not to exceed \$125,000 for the 2012/2013 Urban Forestry maintenance contract with the option to extend the contract annually for the next two years.
5. MOVED, that the Mayor and Board of Trustees accept the 2012 Park System Evaluation Update and Facilities Update as reviewed and revised by Recreation and Parks Advisory Board and Village Staff.

6/25/12

AGENDA BRIEFING

DATE: June 19, 2012

TO: Mayor John Ostenburg
Board of Trustees

FROM: Tom Mick, Village Manager
Mary G. Dankowski, Deputy Village Manager/Finance Director

RE: AN ORDINANCE ADOPTING THE BUDGET FOR ALL CORPORATE PURPOSES OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, IN LIEU OF THE APPROPRIATION ORDINANCE FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF JULY, 2012 AND ENDING ON THE THIRTIETH DAY OF JUNE, 2013

BACKGROUND/DISCUSSION: The draft Fiscal Year 2012/2013 Budget was distributed April 27, 2012. A public introduction to the Budget was conducted at the Rules Meeting on Monday, May 7. In addition, the Board held four review sessions on April 30, May 2, 14 and 16 to discuss every department and fund. Copies of chapters one and two are duplicated and were available for the public at each of the Board meetings and through the end of June. The Budget was placed on the website for First Reading on June 18. This is in compliance with Public Act 97-609 regarding posting of “employees total compensation package.” (See “Law Alert” attached.)

The Public hearing of the Budget was conducted on June 4 and the first reading on June 18 with the final reading scheduled for June 25

The budget, as presented, is balanced with the use of a portion of the General Fund balance. Board goals established and initiated with the 2011 tax levy, of economic development, infrastructure maintenance, marketing and sustainability are included in the Budget presented. The Budget addresses and defines the following financial challenges:

Major Financial Challenges

1. Shifting budget dollars to fund new programs.
2. Controlling major expenditure categories.
3. Identifying opportunities to improve the Village financial position.
4. Village infrastructure and maintenance.
5. Continuation of new initiatives.

The Budget also includes implementation programs to address the 2012/2013 Budget Priorities established by the Board.

2012/2013 BUDGETARY PRIORITIES:

1. Engage in relationships and program initiatives which enhance working together to provide the best education possible for the children of Park Forest.
2. Continue efforts to increase commercial, business and residential development in the Village.
3. Continue to establish, review and refine policies which assure an acceptable and sustainable level of financial, environmental and infrastructure components of the Village.
4. Increase awareness of the quality of life in the Village of Park Forest.

In addition, the budget includes sustainability initiatives as follows:

Financial Sustainability

- Continuous planning that establishes, revises and when appropriate, perpetuates goals from formation to achievement
- Constant monitoring and tracking that identifies problems and opportunities in a timely manner
- Maintenance of reserve funds that allow flexibility and protection in a volatile financial environment
- Internal audit and procedural review that ensures the integrity of financial information

Environmental Sustainability Initiatives

- Implementation of “Park Forest Sustainable Master Plan” reviewing all plan recommendations in the following categories:
 1. Development Patterns
 2. Transportation and Mobility
 3. Open Space and Ecosystems
 4. Waste
 5. Water
 6. Energy
 7. Greenhouse Gases
 8. Green Economy
 9. Local Food Systems
 10. Municipal Policies and Practices
 11. Education

12. Community Health and Wellness
13. Housing Diversity
14. Arts and Culture

- Establish a “Sustainability Projects” Capital Project area and fund to a \$100,000 level
- Wetland Discovery Center classroom expanded and used
- Work with Chicago Southland Economic Development Corporation’s Green Transit, Intermodal, Manufacturing, Environment (TIME) Zone activities
- Energy Savings Workshop cosponsored with Commonwealth Edison
- Partnership with the Center for Neighborhood Technology
- Information sessions sponsored by the Environment Commission
- Rain Barrel Program continuation
- Farmers Market supporting local farmers
- Special Handling Material Disposal Station and Wash Rack installation in the Public Works yard

Infrastructure Sustainability Initiatives

- Well maintenance and fire hydrant replacement
- Sewer reconstruction
- Thorn Creek bridge replacement
- Orchard Drive reconstruction
- Storm sewer maintenance
- Police parking lot restriping
- Patching, sealing and restriping municipal lot 1
- Lester and Victory Drive roadway improvements
- Vehicle replacement

In reviewing the Library’s budget submitted an adjustment was made to Budgeted Revenue for FY 12/13 and Budgeted Expenditures for FY 11/12. Revised All Funds Revenue and Expenditure reports are attached.

Procedurally, feel free to write in your copy of the Budget. If you find grammatical or typing errors, please place a “post-it” note on the page so we can correct the errors. After Budget adoption, you will receive a clean, corrected copy, or you can choose to access the Budget on-line.

All review sessions were open to the public, copies of the entire budget have been forwarded to the Park Forest Public Library and available for review at Village Hall.

SCHEDULE FOR CONSIDERATION: This matter will appear on the Agenda of the Regular Meeting of Monday, June 25, 2012 for adoption.

ORDINANCE NO. 1964

AN ORDINANCE ADOPTING THE BUDGET FOR ALL CORPORATE PURPOSES OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, IN LIEU OF THE APPROPRIATION ORDINANCE FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF JULY, 2012 AND ENDING ON THE THIRTIETH DAY OF JUNE, 2013.

WHEREAS, on April 30, 2012, there was submitted to the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, a proposed Budget of all corporate purposes of the Village of Park Forest for the fiscal year commencing the first day of July, 2012 and ending on the thirtieth day of June, 2013; and

WHEREAS, a Public Hearing on said proposed Budget was conducted on June 4, 2012 pursuant to legal notice published May 24, 2012 in the Park Forest SouthtownStar, a newspaper having a general circulation in the Village of Park Forest; and

WHEREAS, the above procedure, is in confirmation with Village of Park Forest Ordinance No. 855, AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS; AND

WHEREAS, the Village as a Home Rule unit has enacted such Ordinance under the provisions of Section 6 of Article VII of the Constitution of the State of Illinois:

NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois that the Budget of all corporate purposes of the Village of Park Forest, Cook and Will Counties, Illinois for the fiscal year commencing on the first day of July, 2012 and ending on the thirtieth day of June, 2013 and which Budget, as amended, is incorporated by reference as a public record, is hereby adopted.

BE IT FURTHER ORDAINED that the Budget Adoption Ordinance is in lieu of the statutory appropriation, and that the following amounts set forth in the Budget for the various corporate purposes shall constitute the aggregate amount of the appropriations for the Village of Park Forest, Cook and Will Counties, Illinois:

2012/2013 BUDGET
EXPENDITURES

For General Corporate Purposes:

General Administration	\$ 3,562,222	
Police Department	7,267,393	
Fire Department	3,908,484	
Health Department	910,288	
Recreation & Parks Department	2,369,382	
Public Works Department	1,143,659	
Economic Development & Planning	568,138	
Community Development	584,658	
Transfer to Aqua Center	180,000	
Transfer to Tennis and Health Club	115,000	
Transfer to DownTown	155,036	
Transfer to Library	10,000	
Transfer to Capital Projects	100,000	
Transfer to Motor Fuel Tax	2,450,000	
Motor Fuel Tax	10,348,449	
Foreign Fire Insurance	<u>17,000</u>	
TOTAL GENERAL CORPORATE PURPOSES		\$ 33,689,709

FOR RECREATION AND PARKS COMBINED ENTERPRISE FUNDS

For Aqua Center Fund Purposes	387,482	
For Tennis & Health Club Fund Purposes	<u>378,475</u>	
TOTAL RECREATION AND PARKS COMBINED ENTERPRISE FUNDS		765,957

FOR PUBLIC WORKS COMBINED ENTERPRISE FUNDS

For Municipal Parking Lot Purposes	319,940	
For Refuse Operations Purposes	1,253,720	
For Water Operations & Maintenance Purposes	5,473,049	
For Sewer Operations & Maintenance Purposes	<u>999,632</u>	
TOTAL PUBLIC WORKS COMBINED ENTERPRISE FUNDS		8,046,341

2012/2013 BUDGET
EXPENDITURES

For DownTown Park Forest Purposes	1,168,750	
TOTAL DOWNTOWN PARK FOREST PURPOSES		1,168,750
For Capital Project Purposes	927,147	
TOTAL CAPITAL PROJECT PURPOSES		927,147
For Cook County CDBG Purposes	0	
TOTAL COOK COUNTY CDBG PURPOSES		0
For Police Pension Fund Purposes	1,622,453	
TOTAL POLICE PENSION FUND PURPOSES		1,622,453
For Firefighter Pension Purposes	921,619	
TOTAL FIREFIGHTER PENSION FUND PURPOSES		921,619
For Bond Retirement Purposes	326,833	
TOTAL BOND RETIREMENT PURPOSES		326,833
For Tax Increment Financing District Purposes	1,063,586	
TOTAL TAX INCREMENT FINANCING DISTRICT PURPOSES		1,063,586
For Vehicle Services Purposes	848,023	
TOTAL VEHICLE SERVICES PURPOSES		848,023
For Housing Authority Purposes	5,143,576	
TOTAL HOUSING AUTHORITY PURPOSES		5,143,576
For Public Library Purposes	1,799,388	
TOTAL PUBLIC LIBRARY PURPOSES		<u>1,799,388</u>
GRAND TOTAL		\$ 56,323,382

2012/2013 BUDGET
REVENUES

For General Corporate Purposes:

Property Taxes - General	\$ 10,114,983
- Pension	1,718,905
Road and Bridge	83,000
Sales Tax	550,000
Utility Tax	1,300,000
State Income Tax	1,700,000
Personal Property Replacement Tax - General and Pension	160,000
Real Estate Transfer Tax	75,000
Grants	164,202
Transfers from Other Funds	993,437
Licenses	624,810
Permits and Fees	445,000
Charges for Services	
Water/Sewer Payment in lieu of taxes	212,040
Recreation	313,000
Health	384,400
Hospital Transport	361,614
Inspection Fees	75,000
Property Leases	210,000
Other Charges	67,460
Asset Sales	1,400
Fines	299,750
Interest Earnings	40,000
Motor Fuel Tax	8,807,412
Foreign Fire Insurance	<u>17,000</u>
TOTAL GENERAL CORPORATE PURPOSES	\$28,718,413
 FOR RECREATION AND PARKS COMBINED ENTERPRISE FUNDS	
For Aqua Center Fund Purposes	425,979
For Tennis & Health Club Fund Purposes	<u>380,800</u>
TOTAL RECREATION AND PARKS COMBINED ENTERPRISE FUNDS	806,779
 FOR PUBLIC WORKS COMBINED ENTERPRISE FUNDS	
For Municipal Parking Lot Purposes	108,294
For Refuse Operations Purposes	1,236,467
For Water Operations & Maintenance Purposes	5,462,461
For Sewer Operations & Maintenance Purposes	<u>1,788,184</u>
TOTAL PUBLIC WORKS COMBINED ENTERPRISE FUNDS	8,595,406

2012/2013 BUDGET
REVENUES

For Downtown Park Forest Purposes	855,771	
TOTAL DOWNTOWN PARK FOREST PURPOSES		855,771
For Capital Project Purposes	100,000	
TOTAL CAPITAL PROJECT PURPOSES		100,000
For Cook County CDBG Purposes	0	
TOTAL COOK COUNTY CDBG PURPOSES		0
For Police Pension Fund Purposes	2,113,710	
TOTAL POLICE PENSION FUND PURPOSES		2,113,710
For Firefighter Pension Fund Purposes	1,250,102	
TOTAL FIREFIGHTER PENSION FUND PURPOSES		1,250,102
For Bond Retirement Purposes	305,629	
TOTAL BOND RETIREMENT PURPOSES		305,629
For Tax Increment Financing District Purposes	924,607	
TOTAL TAX INCREMENT FINANCING DISTRICT PURPOSES		924,607
For Vehicle Services Purposes	752,706	
TOTAL VEHICLE SERVICES PURPOSES		752,706
For Housing Authority Purposes	4,911,093	
TOTAL HOUSING AUTHORITY PURPOSES		4,911,093
For Public Library Purposes	2,148,852	
TOTAL PUBLIC LIBRARY PURPOSES		<u>2,148,852</u>
 GRAND TOTAL		 \$ 51,483,068

Adopted this _____ day of June, 2012

AYES:
NAYS:
ABSENT:

APPROVED:

ATTEST:

Mayor

Village Clerk

Bid Notice

Time and Place of Opening of Bids
Sealed proposals for the improvement described below will be received at the office of Ken Eyer - Director of Public Works, 350 Victory Drive, Park Forest, IL, 60466 Until 11:30 o'clock AM., June 13, 2012

Proposals will be opened and read publicly at 11:30 o'clock AM., June 13, 2012 at the office of Ken Eyer - Director of Public Works, 350 Victory Drive, Park Forest, IL, 60466

Description of Work
Name Sidewalk/Curb and Gutter Removal and Replacement Location Village of Park Forest - Various Locations - Village Wide Proposed Improvement Sidewalk/ Curb and Gutter removal and replacement, lawn and street restoration.

1. Plans and proposal forms will be available in the office of Ken Eyer - See above - keyer@vopf.com, (708) 503-7702, Plan fee \$5 - Prequalification required.
2. If prequalification is required, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One copy shall be filed with the Awarding Authority and 2 copies with the IDOT District Office.

3. All proposals must be accompanied by a proposal guaranty as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
4. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".

5. Bidders need not return the entire contract proposal when bids are submitted unless otherwise required. Portions of the proposal that must be returned include the following:
a. BLR 12210 - Contract Cover
b. BLR 12220 - Notice to Bidders
c. BLR 12221 - Contract Proposal
d. BLR 12222 - Contract Schedule of Prices
e. BLR 12223 - Signatures
f. BLR 12230 - Proposal Bid Bond (if applicable)
g. BLR 12325 - Apprenticeship or Training Program Certification (do not use for federally funded projects)

6. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

7. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

8. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
9. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

10. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

By Order of
The Village of Park Forest
Sheila McGann
(Awarding Authority)
County Engineer/County Superintendent of Highways/Municipal Clerk
315174 5/24/2012

Bid Notice

INVITATION OF BIDS
SEALED BIDS WILL BE RECEIVED BY THE VILLAGE OF CRETE, 524 W. EXCHANGE STREET, CRETE, ILLINOIS 60417, UNTIL 10:00 AM, THURSDAY JUNE 7, 2012 AT WHICH TIME THEY WILL BE PUBLICLY OPENED AND READ FOR THE 2012 TIF 3 & 4 PAVEMENT MAINTENANCE.

BIDDERS MUST ALSO HAVE PREQUALIFICATION IN ACCORDANCE WITH SECTION 102.1 (b) OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

EACH BID MUST CONTAIN THE FULL NAME AND ADDRESS OF EVERY PERSON OR COMPANY INTERESTED IN SAID PROPOSAL AND BE ACCOMPANIED BY A BID BOND OR A CERTIFIED CHECK IN THE SUM OF 5 PERCENT (5%) OF THE AMOUNT OF BID TO THE SATISFACTION OF THE VILLAGE OF CRETE AS A GUARANTEE THAT IF THE BID IS ACCEPTED, CONTRACT WILL BE ENTERED INTO AND ITS PERFORMANCE PROPERLY SECURED BY A SURETY BOND. SHOULD ANY BID BE REJECTED SUCH CHECK WILL BE FORTHWITH RETURNED TO THE BIDDER AND SHOULD ANY BID BE ACCEPTED SUCH CHECK WILL BE RETURNED TO THE BIDDER UPON PROPER EXECUTION OF THE CONTRACT. BIDS ARE TO BE SUBMITTED ON THE "BID FORM" PROVIDED IN THE BIDDING DOCUMENT AND SHALL BE ENCLOSED IN AN OPAQUE SEALED ENVELOPE PLAINLY MARKED 2012 TIF 3 & 4 PAVEMENT MAINTENANCE AND SHALL BEAR THE NAME AND ADDRESS OF THE BIDDER.

COPIES OF THE BIDDING DOCUMENTS WILL BE ON FILE FOR INSPECTION AND MAY BE OBTAINED FOR A NON-REFUNDABLE FEE OF \$50.00 STARTING THURSDAY, MAY 24, 2012 AT THE OFFICE OF TECH 3 CONSULTING GROUP, INC., 737 W. EXCHANGE STREET, CRETE, ILLINOIS, 60417, (708) 672-4994.

THE RIGHT IS RESERVED TO WAIVE ANY IRREGULARITIES AND TO REJECT ANY AND ALL BIDS.
VILLAGE OF CRETE
311844 5/24/2012

Notice is hereby given that on JUNE 23, 2012 at 10.00am a sale will held at A.S. Enterprise Auto Repair & Towing, 16148 S. Vandalist Ln. South Holland, IL, 60473 under (Chapter 770 45/1 et seq. and Chapter 770 90/1 et seq.) for a 2000 Hyundai Tibzon Vin # KMHJG25F8YU199063, Lane, Lien of \$4,500.00. 2005 Dodge Charger Vin # 2B3KA43R06H266471, Rowland, Lien of \$9,500.00. 2011 Infiniti M56 X Vin #

Mechanics Liens

Notice is hereby given that on JUNE 18, 2012, a sale will be held at:
EXPERT ENT. LTD.
12424 S. WESTERN.
BLUE ISLAND, ILLINOIS 60406
To sell the following article to enforce a lien existing under the laws of the State of Illinois against such article for repairs and storage furnished for such article at the request of the following designated persons, unless such articles are redeemed prior to the designated sale date:
OWNER: STEVEN K. SAMPSON AND STEVEN M. SAMPSON
C/O N. MC CLURG CT.
CHICAGO, IL 60611
LIE HOLDER:
GEM MONEY BANK
332 MINNESOTA ST.
SUITE 610
ST. PAUL, MN 55101
Vehicles: 2008 SUZUKI 1000 CCM
VIN# JS1GT77AX82106737
Amount of Lien: \$8800
311224 5/17 5/24 5/31/2012
That on 7/2/2012, a sale will be held at 3:00 p.m. at:
Piles Automotive
3549 W. Cermak Road
Chicago, IL 60623
All bids to be in writing, to sell the following articles to enforce a lien existing under the laws of the State of Illinois against such articles for labor, services, skills or material expended upon or storage furnished for such articles at the request of the following designated persons(s), unless such articles are redeemed within thirty (30) days of the publication of this notice.
NAME OF PERSON(S)
Devonte J. Bowers
Devon Automotive
First Financial Corporation
DESCRIPTION OF ARTICLE
2000 BMW 323i
WBAAM3347YCA89410
AMOUNT: \$1980.00
314326 5/24/2012

Mechanics Liens

APPROPRIATION ORDINANCE FOR FISCAL YEAR MAY 1, 2012 - APRIL 30, 2013 AN ORDINANCE OF THE THORN CREEK BASIN SANITARY DISTRICT IN COOK AND WILL COUNTIES defining the budget and making appropriations for the fiscal year beginning May 1, 2012 and ending April 30, 2013. BE IT ORDAINED by the Board of Trustees of the Thorn Creek Basin Sanitary District, in Cook and Will Counties, Illinois, as follows: ARTICLE I. OPERATING BUDGET, Section 1, The Operating Budget shall serve as the basis for receiving revenue and for distributing expenses, as required by law. The figures contained herein represent the best current estimates of cash balances, revenues and expenses, and as such, should be viewed only as guidelines. Appropriations, as required by law, are contained in Article II herein. Section 2, The Operating Budget for all funds and each objective shall be as follows: OPERATING FUND Beg Bal 5/1/2012 2,192,300. Revenue 4,453,100.

Public Notices

Legal Notice
Ridgeland School District 122 will be destroying special ed student temporary records up to and including the year 2007. You may request a copy of these records for yourself (if you have reached age 18) or your child by contacting the District office within the next two weeks at 708-599-5550. These records will be destroyed on July 2, 2012.
315860 5/24/2012
Press Release
For Immediate Release
Legal Notice is hereby given to all motorists that on Friday, May 25, 2012 the Chicago Heights Police Department will be conducting a roadside safety check for the purpose of removing impaired drivers from the roadway. The DUI enforcement zone will run from 9:00 pm until 3:00 am on Route 30 in Chicago Heights.

Public Notices

Notice is hereby given that on JUNE 18, 2012, a sale will be held at:
EXPERT ENT. LTD.
12424 S. WESTERN.
BLUE ISLAND, ILLINOIS 60406
To sell the following article to enforce a lien existing under the laws of the State of Illinois against such article for repairs and storage furnished for such article at the request of the following designated persons, unless such articles are redeemed prior to the designated sale date:
OWNER: STEVEN K. SAMPSON AND STEVEN M. SAMPSON
C/O N. MC CLURG CT.
CHICAGO, IL 60611
LIE HOLDER:
GEM MONEY BANK
332 MINNESOTA ST.
SUITE 610
ST. PAUL, MN 55101
Vehicles: 2008 SUZUKI 1000 CCM
VIN# JS1GT77AX82106737
Amount of Lien: \$8800
311224 5/17 5/24 5/31/2012
That on 7/2/2012, a sale will be held at 3:00 p.m. at:
Piles Automotive
3549 W. Cermak Road
Chicago, IL 60623
All bids to be in writing, to sell the following articles to enforce a lien existing under the laws of the State of Illinois against such articles for labor, services, skills or material expended upon or storage furnished for such articles at the request of the following designated persons(s), unless such articles are redeemed within thirty (30) days of the publication of this notice.
NAME OF PERSON(S)
Devonte J. Bowers
Devon Automotive
First Financial Corporation
DESCRIPTION OF ARTICLE
2000 BMW 323i
WBAAM3347YCA89410
AMOUNT: \$1980.00
314326 5/24/2012

Public Notices

Legal Notice
Ridgeland School District 122 will be destroying special ed student temporary records up to and including the year 2007. You may request a copy of these records for yourself (if you have reached age 18) or your child by contacting the District office within the next two weeks at 708-599-5550. These records will be destroyed on July 2, 2012.
315860 5/24/2012
Press Release
For Immediate Release
Legal Notice is hereby given to all motorists that on Friday, May 25, 2012 the Chicago Heights Police Department will be conducting a roadside safety check for the purpose of removing impaired drivers from the roadway. The DUI enforcement zone will run from 9:00 pm until 3:00 am on Route 30 in Chicago Heights.

Public Notices

Legal Notice
Ridgeland School District 122 will be destroying special ed student temporary records up to and including the year 2007. You may request a copy of these records for yourself (if you have reached age 18) or your child by contacting the District office within the next two weeks at 708-599-5550. These records will be destroyed on July 2, 2012.
315860 5/24/2012
Press Release
For Immediate Release
Legal Notice is hereby given to all motorists that on Friday, May 25, 2012 the Chicago Heights Police Department will be conducting a roadside safety check for the purpose of removing impaired drivers from the roadway. The DUI enforcement zone will run from 9:00 pm until 3:00 am on Route 30 in Chicago Heights.

Public Hearings

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Hearings

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Notices

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Notices

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Notices

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Notices

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Notices

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Notices

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Notices

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Notices

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Hearings

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Hearings

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Notices

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Notices

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Notices

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Notices

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Notices

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Notices

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Notices

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Notices

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Hearings

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Hearings

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Notices

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Notices

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Notices

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Notices

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Notices

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Notices

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Notices

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

Public Notices

8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding holidays, until the public hearing.
NOTICE IS FURTHER GIVEN that a public hearing on said amended budget will be held at 7:00 p.m., local time, on Monday, the 25th of June, 2012, at McKinley School, 848 East 170th Street, South Holland, Illinois in the Library.
/s/ Sherie Nunnally, President
316505 5/24/2012

SUBSCRIBE TO THE SOUTHTOWNSTAR TODAY CALL 1.800.680.2068 OR VISIT SOUTHTOWNSTAR.COM

NOTICE OF PUBLIC HEARING
Village of Park Forest
Park Forest residents are invited to attend a Public Hearing, Monday, June 4, 2012 at 7:00 p.m. at Village Hall, 350 Victory Drive, on the Board of Trustees proposed 2012/2013 Budget. The Village's proposed budget is available for review at the Park Forest Library during their regular hours or in the Village Clerk's Office during regular Village Hall hours, Monday through Friday, 9 a.m. to 5 p.m. Telephone 748-1112.
Sheila McGann
Village Clerk
299283 5/24/2012

You're receiving this email because of your relationship with RSNLT. Please confirm your continued interest in receiving email from us.

You may unsubscribe if you no longer wish to receive our emails.

RSNLT

LAW ALERT

New Posting Obligations for IMRF Employers

September 21, 2011

Public Act 97-609, effective January 1, 2012^[1], adds a new section to the *Open Meetings Act* (5 ILCS 120/7.3), creating two new posting obligations for IMRF employers:

1. The total compensation package^[2] ("TCP") for every IMRF-covered employee earning a TCP in excess of \$75,000, within 6 business days after approval of the budget.
2. The TCP for each IMRF-covered employee earning a minimum of \$150,000 in TCP, at least 6 days^[3] prior to approving such employee's TCP.

The above TCPs must be posted on the employer's website or at its principal place of business. If the employer maintains a website but decides to post this information only at its principal office, then the employer's website must explain how to access this information.

If you require additional information regarding this new law, please do not hesitate to contact any RSNLT Labor & Employment attorney.

Catherine R. Locallo, an associate in the firm's Chicago office prepared this *Law Alert*.

[1] Please note that Public Act 97-609 also amends certain sections of the Pension Code, which are effective immediately. RSNLT will be issuing a separate In Brief summarizing the changes to the Pension Code.

[2] An employee's "total compensation package" includes payment by the employer for salary, health insurance, housing, vehicle and/or clothing allowances, bonuses, loans, and vacation and sick days granted.

[3] Since the word "business" was not used for this particular posting requirement, we presume the legislature intended this to be 6 "calendar" days.

© 2011 Robbins Schwartz Nicholas Lifton & Taylor, Ltd.

Law Alert is published periodically by Robbins Schwartz Nicholas Lifton & Taylor, Ltd. Although the information contained in this Law Alert is considered accurate, it is not, nor should it be construed to be, legal advice. If you have an individual situation which involves a topic addressed in this publication, please seek a legal opinion that is based upon the facts in your specific case. Questions and comments about this publication should be directed to: Law Alert Editor | Robbins Schwartz Nicholas Lifton & Taylor, Ltd. | 55 West Monroe Street | Suite 800 | Chicago, Illinois 60603 | 312-332-7760 | questions@rsnlt.com.

Chicago

Decatur

Collinsville

Joliet

www.rsnlt.com

ROBBINS SCHWARTZ
NICHOLAS LIFTON & TAYLOR, LTD.

**Village of Park Forest
2012/2013 Budget**

REVENUE (All Funds)

	FY 10/11 ACTUAL	FY 11/12 BUDGET	FY 11/12 ESTIMATE	FY 12/13 PROPOSED	CHANGE
General Fund					
Operating	19,844,006	19,744,658	19,611,296	19,894,001	1%
Aqua Center	420,106	412,482	435,482	425,979	3%
Tennis and Health Club	362,135	374,500	354,800	380,800	2%
Municipal Parking	432,957	122,810	101,074	108,294	-12%
Refuse	1,214,455	1,219,142	1,218,932	1,236,467	1%
Water	5,110,497	5,462,461	5,282,655	5,462,461	0%
Sewer	1,295,861	1,843,500	1,303,540	1,788,184	-3%
DownTown	788,056	826,017	825,782	855,771	4%
Capital Projects	600,000	50,000	50,000	100,000	100%
MFT	1,028,416	5,074,541	1,980,087	8,807,412	74%
CDBG-Cook	852,116	402,509	402,509	0	-100%
Retirement Funds					
Police Pension	2,705,492	1,897,049	1,937,049	2,113,710	11%
Fire Pension	1,615,714	1,305,551	1,305,551	1,250,102	-4%
Bond Retirement	339,789	338,062	337,662	305,629	-10%
TIF	876,906	769,204	878,711	924,607	20%
Vehicle Services	806,409	726,156	788,616	752,706	4%
Foreign Fire Insurance	17,224	17,000	16,500	17,000	0%
Subtotal	38,310,139	40,585,641	36,830,246	44,423,123	9%
Housing Authority	4,493,565	4,750,082	4,377,914	4,911,093	3%
Library	<u>1,999,935</u>	<u>1,998,415</u>	<u>1,998,415</u>	<u>2,148,852</u>	8%
TOTAL FUNDS	<u>44,803,639</u>	<u>47,334,138</u>	<u>43,206,575</u>	<u>51,483,068</u>	9%

**Village of Park Forest
2012/2013 Budget**

EXPENDITURES (All Funds)

	FY 10/11 ACTUAL	FY 11/12 BUDGET	FY 11/12 ESTIMATE	FY 12/13 PROPOSED	PERCENT CHANGE
General Fund	18,293,453	20,171,240	19,843,944	20,314,224	1%
Aqua Center	403,470	427,826	362,747	387,482	-9%
Tennis and Health Club	358,638	368,445	360,396	378,475	3%
Municipal Parking	451,951	368,072	171,874	319,940	-13%
Refuse	1,234,944	1,264,759	1,235,328	1,253,720	-1%
Water	5,295,041	5,776,846	5,692,766	5,473,049	-5%
Sewer	639,911	930,379	804,096	999,632	7%
DownTown	901,118	1,181,834	890,716	1,168,750	-1%
Capital Projects	125,558	1,221,694	351,516	927,147	-24%
MFT	980,705	7,121,861	669,273	10,348,449	45%
CDBG-Cook	852,116	402,509	402,509	0	-100%
Retirement Funds					
Police Pension	1,470,625	1,518,575	1,518,575	1,622,453	7%
Fire Pension	802,835	847,954	848,454	921,619	9%
Bond Retirement	305,166	322,023	322,079	326,833	1%
TIF	1,066,009	1,321,896	1,321,419	1,063,586	-20%
Vehicle Services**	873,755	825,848	895,760	848,023	3%
Foreign Fire Insurance	15,862	17,000	16,500	17,000	0%
<u>Transfers from General Fund:</u>					
To Aqua Center	200,000	200,000	200,000	180,000	-10%
To Tennis and Health Club	95,000	95,000	95,000	115,000	21%
To DownTown	224,527	146,982	146,982	155,036	5%
To Retirement Funds (PPRT)	22,000	22,000	0	0	-100%
To Library	10,000	10,000	10,000	10,000	0%
To Capital Projects	600,000	50,000	50,000	100,000	100%
Subtotal	35,222,684	44,612,743	36,209,934	46,930,418	5%
Transfer to Motor Fuel Tax	0	0	0	2,450,000	100%
Housing Authority	4,438,568	4,855,440	4,772,075	5,143,576	6%
Library	<u>1,849,722</u>	<u>1,825,433</u>	<u>1,584,009</u>	<u>1,799,388</u>	-1%
TOTAL FUNDS***	<u>41,510,974</u>	<u>51,293,616</u>	<u>42,566,018</u>	<u>56,323,382</u>	10%

** Vehicle Services is an internal service fund. The revenues are contributions from other funds.

*** When expenditures exceed revenues, prior fund balances have been utilized. (See individual fund detail for further explanation.)

AGENDA BRIEFING

Memorandum

DATE: June 20, 2012

TO: Mayor John Ostenburg
Board of Trustees

FROM: Clifford Butz,
Chief of Police

RE: AN ORDINANCE AMENDING CHAPTER 102 OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, REGARDING THE IMPOUNDMENT OF VEHICLES

BACKGROUND/DISCUSSION:

The Vehicle Impoundment Ordinance currently allows for the administrative seizure of a vehicle for violations of several of the Village's ordinances including narcotics violations, driving on suspended license, weapons violations and driving under the influence. It has been a proven tool for helping to make offenders financially liable for their crimes. As it stands now, a person's vehicle can be administratively seized for having a small amount of cannabis but cannot be seized if it is used in the commission of a crime such as Residential Burglary, Theft, Robbery, Battery or any other criminal act not currently covered. A number of towns including South Holland, Olympia Fields and Chicago Heights have amended their Vehicle Impoundment Ordinance to include the seizure of a vehicle when it is used in the commission or used to facilitate any misdemeanor or felony crime.

RECOMMENDATION:

It would be the Police Department's recommendation to amend paragraph (a) of the current ordinance to include the verbiage "or any motor vehicle which is used by a person during the aiding, abetting or commission of a misdemeanor, felony or forcible felony as those terms are defined in the Illinois Criminal Code, 720 ILCS 5/2-7, 2-8 and 2-11. By Police Department Policy, permission must still be given by the Watch Commander to administratively seize any vehicle. Misdemeanors in which the use of the administrative seizure ordinance would be considered include Battery, Sexual Abuse, Theft, Criminal Damage to Property, Deceptive Practice and Reckless Conduct.

SCHEDULE FOR CONSIDERATION:

This item will appear on the agenda of the Regular Meeting of June 25, 2012 for FIRST READING.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 102 OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, REGARDING THE IMPOUNDMENT OF VEHICLES

BE IT ORDAINED, by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of the Village's home rule powers, as follows:

Section 1. Village Code Amended. Chapter 102 ("Traffic and Vehicles"), Article I ("In General"), Section 102-14 ("Impoundment of Vehicles") of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois is amended by adding the underlined language and deleting the overstricken language to read as follows:

Sec. 102-14. Impoundment of vehicles.

- (a) The owner of a vehicle used in connection with section 66-71, attempt to solicit drugs; section 66-168, unlawful use of weapons; section 102-15, unlawful drugs in motor vehicle; section 102-16, driving while intoxicated; section 102-17, driving without a driver's license; section 102-18, sound device restrictions; section 102-19, unlawful firearms in a motor vehicle; and section 102-20, attempt to solicit drugs, and any other section of this Code so designated in its content, **or any motor vehicle which is used by a person during the aiding or abetting or commission of a misdemeanor, felony or forcible felony as those terms are defined in the Illinois Criminal Code, 720 ILCS 5/2-7, 2-8 and 2-11,** shall be subject to seizure and impoundment and the owner of record shall be assessed an administrative penalty in the amount not to exceed \$750.00, plus towing and storage fees, any other fees deemed applicable and shall have the right to request a hearing in person and in writing at the village police department within ten days, excluding Saturdays, Sundays and legal holidays, after the vehicle is seized and impounded. The penalty for driving on a suspended license pursuant to section 102-17 shall be \$500.00, plus towing and storage fees, and other fees deemed applicable. An administrative hearing officer, appointed by the board of trustees of the village, shall review the information relating to the impoundment and determine whether a reasonable belief exists that the vehicle was used in the manner in which the officer reported, unless the vehicle was seized and impounded due to unlawful drugs in the motor vehicle and the police department determines that it must retain custody of the vehicle under applicable state or federal forfeiture law or if the vehicle is being held pending an investigation. After determining that reasonable cause exists to hold the vehicle, the administrative hearing officer shall order the continued impoundment of the vehicle unless the owner of the vehicle pays to the village the amount of the administrative penalty, plus fees for towing and storing the vehicle, and any other

fees deemed applicable. If the vehicle is also subject to immobilization for unpaid final determinations of parking and/or compliance violations, the owner of the vehicle must also pay the amounts due for all such outstanding violations prior to the release of the vehicle. If the administrative hearing officer determines that there is not such reasonable cause, the vehicle shall be returned without penalty or other fees.

- (b) Within ten days after a vehicle is seized and impounded, the police department shall notify, by personal service or certified mail, the owner of record and any lien holder of record of the date, time and place of the hearing before an administrative hearing officer on the seizure and impoundment of the vehicle. The notice shall state the penalties which may be imposed if the owner of record or lien holder fails to appear at the hearing. Such penalties may include, where penalty and fees assessed remain unpaid, the village's right to sell such vehicle and apply all proceeds from the sale thereof to the payment of all penalties and fees due and owing. The hearing date must be no more than 30 days, excluding Saturdays, Sundays, and legal holidays, after the impoundment of the vehicle. If, after the hearing, the administrative hearing officer determines by a preponderance of the evidence that the vehicle was used in violation of this Code, the administrative hearing officer shall enter an order finding the owner of record liable to the village for the amount of the administrative penalty, plus towing and storage fees, and any other applicable fees. If, after a hearing, the administrative hearing officer does not determine by a preponderance of the evidence that the vehicle was used in such a violation, the administrative hearing officer shall enter an order finding for the owner and for the return of the vehicle or previously paid penalty and fees.
- (c) As used in this section, the owner of record of a vehicle means the record title holder.
- (d) This subsection shall not apply if:
 - (1) The vehicle used in the violation was stolen at the time and the theft was reported to the appropriate police authorities within 24 hours after the theft was discovered or reasonably should have been discovered; or
 - (2) If the vehicle is operating as a common carrier and the violation occurs without the knowledge of the owner of the vehicle.
- (e) Whenever a police officer has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this section, the police officer shall provide for the towing of the vehicle to a facility controlled by the village or its agents. Before or at the time the vehicle is towed, the police officer shall notify any person identifying himself as the owner of the vehicle or any person who is found to be in control of the vehicle at the time of the alleged violation, of the fact of the seizure and of the vehicle owner's right to request a vehicle impoundment hearing to be conducted under this section.

- (f) A sworn report of a law enforcement officer, prepared in conformity with Section 11.501.1 of the Illinois Vehicle Code, establishing that a person has refused testing or has submitted to a test that discloses a blood alcohol concentration of 0.08 or more, or any amount of a drug, substance, or intoxicating compound in the person's breath, blood or urine resulting from the unlawful use or consumption of cannabis listed in the *Cannabis Control Act*, a controlled substance listed in the Controlled Substances Act, or an intoxicating compound listed in the Use of Intoxicating Compounds Act, shall constitute prima facie evidence under this section, sufficient to establish a finding of the vehicle owner's liability under this section. This presumption may be rebutted by clear and convincing evidence.
- (g) If an administrative penalty is imposed pursuant to this section, such penalty shall constitute a debt due and owing to the village. If a cash bond has been posted pursuant to this section, the bond shall be applied to the penalty. If a vehicle has been impounded when such a penalty is imposed the village may seek to obtain a judgment on the debt and enforce such judgment against the vehicle as provided by law. Except as provided otherwise in this section, a vehicle shall continue to be impounded until the penalty, plus any applicable towing and storage fees, is paid to the village, in which case possession of the vehicle shall be given to the person who is legally entitled to possess the vehicle, or the vehicle is sold or otherwise disposed of to satisfy a judgment or enforce a lien as provided by law. If the administrative penalty and applicable fees are not paid within 30 days after an administrative penalty is imposed under subsection (a) of this section against an owner of record who defaults by failing to appear at the hearing, the vehicle shall be deemed unclaimed and shall be disposed of in the manner provided by law for the disposition of unclaimed vehicles. In all other cases, if the administrative penalty and applicable fees are not paid within 30 days after the expiration of time at which administrative review of the hearing officers' determination may be sought, or within 30 days after an action seeking administrative review has been resolved in favor of the village, whichever is applicable, the vehicle shall be deemed unclaimed and shall be disposed of in the manner provided by law for the disposition of unclaimed vehicles under 625 ILCS 5/4-208. Except as otherwise specifically provided by law, no owner, lienholder or other person shall be legally entitled to take possession of a vehicle impounded under this section until the civil penalty and fees applicable under this section have been paid. However, whenever a person with a lien of record against an impounded vehicle has commenced foreclosure proceedings, possession of the vehicle shall be given to that person if he or she agrees in writing to refund to the village the amount of the net proceeds of any foreclosure sale, less any amounts required to pay all lienholders of record, not to exceed \$500.00 plus the applicable fees.
- (h) ~~For purposes of this section, the owner of record of a vehicle is the record title holder.~~

* * * *

Section 2. Severability and Repeal of Inconsistent Ordinances. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 3. Effective Date. This Ordinance shall be take effect from and after its passage and approval and publication as required by law.

PASSED this ____ day of _____ 2012.

APPROVED:

ATTEST:

John A. Ostenburg, Mayor

Sheila McGann, Village Clerk