



TENTATIVE A g e n d a
President and Board of Trustees
Tuesday, July 5, 2011
Village Hall
123 Madison Street

Open Meeting/Regular Meeting at 7:30 p.m. in the Council Chambers

I. Call to Order

II. Roll Call

The President and Board of Trustees welcome you. Statements may be made by citizens at the beginning of the meeting, as well as when agenda items are reviewed. If you wish to make a statement, please complete the "Instructions to Address the Village Board" form which is available at the back of the Chambers, and present it to the staff table at front. When recognized, approach the podium, state your name and address first, and please limit your remarks to three minutes.

Instructions for Non-Agenda Public Comment

(3 minutes per person; 30 minutes maximum)

Non-Agenda Public Comment is a time set aside at the beginning of each Regular Meeting for citizens to make statements about an issue or concern that is not on that meeting's Agenda. It is not intended for a dialogue with the Board. You may also communicate with the Board via the Village Board voicemail at 708-358-5784 or email Board@oak-park.us.

Non-agenda public comment will be limited to 30 minutes with a limit of 3 minutes per person. If comment requests exceed 30 minutes, public comment will resume after the items listed under the Regular Agenda are complete.

Instructions for Agenda Public Comment

(3 minutes per person; 3 items per person maximum)

Comments are 3 minutes per person per agenda item, with a maximum of 3 agenda items to which you can speak. In addition, the Village Board permits a maximum of three persons to speak to each side of any one topic that is scheduled for or has been the subject of a public hearing by a designated hearing body. These items are noted with a (*).

III. Agenda Approval

IV. Minutes – Special Board Meeting Minutes of June 12, 2011, Special Board Meeting Minutes of June 13, 2011 and Regular Board Meeting Minutes of June 20, 2011

V. Non-Agenda Public Comment – *Please refer to instructions above*

VI. Village Manager Report

VII. Resolution – In Appreciation and Recognition for Clemet Harbour for 32 Years of Service

VIII. Citizen Commission Vacancies Report

This is an ongoing list of current vacancies for the Citizens Involvement Commissions. Residents are encouraged to apply through the Village Clerk's Office.

IX. Citizen Commission Appointments, Reappointments and Chair Appointments

Names are forwarded from the Citizens Involvement Commission to the Village Clerk and then forwarded to the Village President for recommendation. If any appointments are ready prior to the meeting, the agenda will be revised to list the names.

X. First Reading

A. Ordinance amending Chapter 3 of the Village Code Relating to Alcoholic Liquor Dealers

Overview: Over the past year the Liquor Control Review Commission has solicited public comment regarding changes to Chapter 3 of the Village Code regarding liquor licensing and presented a report to the Village Board at the Regular Board meeting of June 6, 2011. The Village Board directed staff to prepare these amendments to the ordinance. These changes are being presented to the Board for approval.

XI. Regular Agenda

B. Resolution to Adopt the *Plan It Green* Sustainability Vision Plan, as the Village's 2011-2016 Sustainability Climate Change Plan Initiatives

Overview: Both the Environment and Energy Commission, and staff recommend that the Board formally adopt PlanItGreen, developed in conjunction with River Forest. Funded by the Oak Park River Forest Community Foundation, the plan was created over the past year through surveys, community meetings, stakeholder planning sessions and online commentary. The plan includes baseline data of current energy usage, water consumption, vehicle miles traveled and residential recycling diversion rates, and documents current programming while setting goals in nine different areas of community sustainability. The Plan has an annual report on progress in the primary areas in conjunction with Earth Day. For a copy of the plan, go to the Village's website at www.oak-park.us and find the "green link". Search for the PlanItGreen icon.

J. Motion to Direct Staff to Prepare the Necessary Documents Authorizing the Sale of Oak Park Residence Corporation Property Located at 26 S. Austin Secured by Village of Oak Park Mortgages, Forgiving Delinquency if any, and Allowing Oak Park Residence Corporation to Use Proceeds of Sale for Loan Due at 16-24 N. Austin

Overview: The Village of Oak Park provided two loans to Oak Park Residence Corporation (OPRC): one to finance the purchase and one to finance the rehabilitation of the two flat located at 26 S. Austin. The loans were funded from the OPRC Acquisition and Rehabilitation Revolving Loan Fund. The OPRC desires to sell the property located at 26 S. Austin and use the proceeds from that sale to pay the loan at 16-24 N. Austin.

C. Discussion and Consideration of an Amendment to the Intergovernmental Agreement for Youth Interventionists/Coordinators with the Oak Park Township

Overview: Last July the Board passed a modified one-year agreement only that expired on June 30, 2011 and asked the staff of the Township to review how funds are allocated among participating agencies. The Township has completed their research and has proposed new funding formulas for Board review and adoption.

A. Resolution Authorizing Execution of an Amendment to the Intergovernmental Agreement for Youth Interventionists/Coordinators with the Oak Park Township

XII. Consent Agenda

D. Resolution Authorizing the Village Manager to Extend the Professional Services Agreement with Corporate Benefits Consultants, Inc. (CBC) for Employee Benefit Consulting Services for the Period July 1, 2011 to June 30, 2012

Overview: This is a an extension of the Village's current agreement. CBC acts as the Village's broker to identify preferred insurance providers based on cost and quality of service, and negotiates competitive rates and discounts.

E. Resolution Authorizing a Subordination of Lien: BPIP-056

Overview: The loan recipient is requesting a subordination of their Barrie Park Investment Program loan mortgage to a new first mortgage. The Village remains secure in junior position on the title.

F. Resolution Approving Amendments to the Guidelines for the Small Rental Rehabilitation Loan Program

Overview: The Housing Programs Division is recommending several changes to the SRRP guidelines to make it more appealing to small property owners: (1) decreasing the affordability period for loans less than \$25,000; (2) adding requirements for energy retrofit funds from the Chicago Metropolitan Agency for Planning; (3) clarifying the lead based paint requirements; and (4) changing the maximum rent levels to the HUD Fair Market Rent Levels.

H. Ordinance Authorizing Amendment of Section 7-9-8F of the Village Code Designating 130 S. East Avenue and 629 Fair Oaks Avenue as

Oak Park Historic Landmarks as Reviewed as the June 20, 2011 Village Board Meeting

Overview: Ordinance Authorizing Amendment of Section 7-9-8F of the Village Code Designating 130 S. East and 629 Fair Oaks as Oak Park Historic Landmarks as Reviewed at the June 20, 2011 Village Board Meeting.

K. Resolution Authorizing Execution Of An Agreement Between Chicago Metropolitan Agency For Planning And Village Of Oak Park To Serve As Local Program Administrator for The Multi-Unit Retrofit Improvement Loan Program

Overview: The Chicago Metropolitan Agency for Planning (CMAP) selected the Village of Oak Park to be a Local Program Administrator for a Multi-Unit Retrofit Improvement Loan Program and has reserved \$50,000 in funds to given as additional loans to program participants of the Small Rental Rehab Program. Participants are eligible for up to \$2,500 per unit as a forgivable loan to complete energy efficiency upgrades.

XIII. Call to Board and Clerk

XIV. Adjourn

(*) The Village Board permits a maximum of three persons to speak to each side of any one topic that is scheduled for or has been the subject of a public hearing by a designated hearing body.

For more information regarding Village Board meetings and agendas, please contact the Village Manager's Office at 708.358.5770. If you require assistance to participate in any Village program or activity, contact the ADA Coordinator at 708.358,5430 or e-mail adacoordinator@oak-park.us at least 48 hours before the scheduled activity.

Agendas and agenda materials are now available electronically on the village web site. Visit www.oak-park.us, mouse-over News, then click on Board Agendas and Minutes.

Get the latest Village news via e-mail. Just go to www.oak-park.us and click on the e-news icon to sign up. Also, follow us on *facebook*, *twitter* and *YouTube*.

RESOLUTION

IN APPRECIATION AND RECOGNITION OF 32 YEARS OF SERVICE

CLEMET HARBOUR

WHEREAS, Clemet Harbour, affectionately known as “Clem”, Police Commander of the Village of Oak Park Police Department, retired from Village service June 29, 2011, having served as a dedicated, loyal and highly capable employee of the Village of Oak Park for 32 years; and

WHEREAS, since June 2001, he has served as a highly respected Commander of the Village of Oak Park Police Department. Beginning his career in 1979 as a Patrol Officer, Clem also went through the ranks as a Patrol Sergeant, Detective Sergeant, Patrol Commander and Detective Commander; and

WHEREAS, Clem for the great majority of his career served in the Detective Division, investigating all major crimes that occurred in the Village of Oak Park; and

WHEREAS, Clem has always served with a sense of fairness, proper perspective, good problem solving, sensitivity and dedication to the Village policies and upholding the law, earning him the respect of all with whom he worked, whether in Village Hall or in the community of Oak Park; and

WHEREAS, being an invaluable advisor, he has earned the respect of his peers as well as those working under his command with his vast knowledge, open and approachable personality, effective and creative leadership, and wisdom; and

WHEREAS, Clemet Harbour, during his many years of service as a Patrolman, Patrol Sergeant, Detective Sergeant, Patrol Commander and Detective Commander has received numerous commendations and awards; and

NOW, THEREFORE, BE IT RESOLVED, by the President and the Board of Trustees of the Village of Oak Park, that the appreciation, gratitude and praise of a grateful community be extended to Clemet Harbour for his many years of outstanding service as a devoted public servant benefiting the citizens of Oak Park and that he be presented with this Resolution and that a copy be placed into the official records of the Village of Oak Park.

DATED this 5th day of July, 2011.

ATTEST:

David G. Pope
Village President

Teresa Powell
Village Clerk

VILLAGE OF OAK PARK

A.

CITIZEN ADVISORY BOARD AND COMMISSION

AGENDA ITEM COMMENTARY

Item Title: FIRST READING OF AN ORDINANCE AMENDING CHAPTER 3 OF THE VILLAGE CODE ENTITLED "ALCOHOLIC LIQUOR DEALERS"

Date of Board Action: July 5, 2011

Staff Review: Teresa Powell, Village Clerk

**Submitted by: Liquor Control Review Board
Jerry Ostergaard, Chairperson**

Item History:

At their Regular Meeting of June 7, 2010, the Village Board asked the Liquor Control Review Board (LCRB) to review the Oak Park Liquor Ordinance (Chapter 3 of the Village Code) to determine whether any changes in regulations were warranted.

On August 24, 2010, the LCRB met with local restaurant representatives to solicit input on any needed changes to the Liquor Code and invited input by email and through survey responses as well. The LCRB prepared a summary of comments and presented these to the Village Board On October 19, 2010. The Village Board asked the LCRB to solicit comments from the public on this recommendation

Over the next several months the LCRB prepared an outreach strategy and questions for the public and announced a Public Hearing for April 26, 2011. The LCRB also invited comment from the public to the Village Clerk for those who could not attend the meeting.

The further input from the public was reviewed at the May 24, 2011, meeting of the LCRB, and final recommendations were prepared for the Village Board. At the Regular Board meeting of June 6, 2011, the Village Board directed staff to prepare amended ordinances. These changes are being presented to the Board for approval.

Item Policy Commentary:

The items presented today represent a consensus of public opinion regarding appropriate changes to the current Liquor Code.

Item Budget Commentary:

Revenue impact to be determined.

Proposed Board Action:

This is a First Reading only.

**ORDINANCE AMENDING CHAPTER 3 OF THE VILLAGE CODE
RELATING TO ALCOHOLIC LIQUOR DEALERS**

BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, as follows:

SECTION ONE: That Section 3-1-1 of the Alcoholic Liquor Dealers Chapter of the Village Code relating to “Definitions” is hereby amended to read as follows:

3-1-1: DEFINITIONS:

The following words and phrases shall have the meanings, and are hereby defined, as follows:

RESTAURANT: Any public place kept, used, maintained, advertised and held out to the public as a place where meals are served, which offers patrons complete meals, including dinner and/or luncheon menu at which the service of alcoholic beverages is incidental, ~~and~~ complementary **and subsidiary** to the service of such meals. Limited food service, such as provided by lounges, luncheonettes, diners, coffee shops, drive-ins, pizza parlors and similar uses, does not satisfy the requirements of this definition.

SECTION TWO: That Section 3-4-2B.4. of the Alcoholic Liquor Dealers Chapter of the Village Code relating to “Classification and Number of Liquor Licenses and Fees; Restaurant Liquor Licenses” is hereby amended to read as follows:

3-4-2B.4.: CLASSIFICATION AND NUMBER OF LIQUOR LICENSES AND FEES; RESTAURANT CLASS B-4 LIQUOR LICENSES:

4. Restaurant Class B-4 Liquor License: Restaurant class B-4 liquor licenses shall authorize the sale of alcoholic liquor in restaurants with a seating capacity, including all lounge area seating, of not less than fifty (50) persons for food service, pursuant to the terms of a class B-1 liquor license and in addition shall allow the sale of alcoholic liquor in a lounge **and at restaurant tables** to patrons who do not order food, subject to the following:

- a. ~~That the only means of ingress or egress from the lounge area shall be through the dining area of the restaurant, and~~ the lounge area shall be placed in such a manner as to be consistent with the subsidiary role of the lounge as an adjunct to the primary restaurant business.
- b. That alcoholic liquor sales in the lounge and at restaurant tables be restricted to those hours when food service is available in the restaurant.
- c. That the floor area of the lounge may constitute no more than thirty percent (30%) of the floor space of the public dining area, except that the floor area of any physically separate pool playing area adjacent to and only accessible through the lounge area shall not be included as lounge area floor space in calculating the ratio of floor space in the lounge to floor space in the public dining area.
- ~~d. That when the lounge area shall consist of tables and chairs in addition to a bar with bar stools, there shall be a physical separation between the restaurant and lounge.~~
- d. The sale of alcoholic liquor for consumption on the premises where sold shall be subsidiary and incidental to the sale and service of food.
- (1) The test to determine whether the sale of alcoholic liquor is subsidiary and incidental to the restaurant main business of the sale and service of food shall be a comparison of the gross revenue derived by the licensee from the sale of alcoholic liquor to the gross revenue obtained by the licensee from the sale and service of food during the period in which the liquor license is granted.
- (2) For purposes of this chapter, "gross revenue" is defined to mean the total amount of cash or other consideration (including all taxes collected by the seller) received by the licensee as the result of the transfer of food and/or alcoholic liquor, to another.
- (3) It shall be a condition for the renewal of a Class B-4 liquor license that, for the prior license period during which the applicant for license renewal was a licensee in such class, the licensee's gross revenue from the sale of alcoholic liquor authorized by the licensee's liquor license did not exceed forty percent (40%) of the licensee's gross revenue from the sale and service of all

food and alcoholic liquor in the ordinary course of business by the licensee on the licensed premises.

- (4) If the Commissioner determines that the licensee is not attempting in good faith to comply with the provisions of the licensee's liquor license concerning the sale of alcoholic liquor as a subsidiary and incidental part of the licensee's business, and with the limitations imposed upon the gross revenue from the sale of alcoholic liquor as provided herein, the Local Liquor Control Commissioner shall reject the renewal of the liquor license as provided in section 3-7-5 of this chapter.
- (5) The licensee shall maintain adequate books and records in accordance with generally accepted accounting standards, which shall clearly indicate gross revenue from the sale of alcoholic liquor separately from gross revenue for the sale of food.
- (6) The licensee shall make such books and records available for inspection by the Commissioner, or the Commissioner's designee. Such inspection may be conducted during normal business hours on the licensed premises, or at such other location in the Village as directed by the Commissioner. The Commissioner shall determine, as a result of such inspection, whether, in the Commissioner's opinion, the books and records maintained by the licensee meet the requirements of this chapter, and whether there is cause for the Commissioner to conduct additional proceedings as provided in section 3-7-5 of this Chapter.

SECTION THREE: That Section 3-4-2C.1.a. of the Alcoholic Liquor Dealers Chapter of the Village Code relating to "Package Liquor Licenses" is hereby amended to read as follows

C. Package Liquor Licenses:

1. Package Liquor Class C Licenses

- a. Class C liquor licenses are permitted only in a district zoned for business or commercial uses, ~~provided that not more than~~

~~one Class C liquor license of any kind (including Classes C-1 through C-5) may be issued in each business area, other than the Central Business Area. "Business areas" are as defined in section 3-1-1 of this chapter.~~

SECTION FOUR: That Section 3-4-2D. of the Alcoholic Liquor Dealers Chapter of the Village Code is hereby amended by adding a new Paragraph 11 relating to "Live Theatre Performance Venue Class D-11 Liquor":

11. Live Theatre Performance Venue Class D-11 Liquor License: Live Theatre Performance Venue Class D-11 liquor licenses shall authorize the sale only of beer and wine for consumption on the premises where sold, subject to the following conditions:
 - a. The licensee shall be a local not-for-profit corporation organized for the purpose of the performance of live theatre productions in a permanent live theatre location owned or leased by the licensee.
 - b. The sale of beer and wine shall be limited to the hours of seven o'clock (7:00) P.M. to twelve o'clock (12:00) midnight Monday through Saturday and from twelve o'clock (12:00) noon to (12:00) midnight on Sundays during the intermissions of live theatre performances and prior to the beginning of a group discussion following the conclusion of such performances.
 - c. The sale of prepackaged snacks will be available at all times when alcohol is being sold.
 - d. The closing time for all performance venues shall be one hour later than the time established for terminating the sale of alcoholic beverages.
 - e. Patrons may continue to consume alcoholic beverages purchased prior to the time limitation established for the sale of alcoholic beverages until the time established for the closing of the performance venue.
 - f. There shall be no signage outside the venue to indicate the sale of alcoholic liquor.
 - g. The annual fee for a Class D-11 liquor license shall be five hundred dollars (\$500.00).

SECTION FIVE: The current Section 3-4-2D.11. pertaining to Market Café D-12 Class Licenses shall be renumbered as Section 3-4-2D.12.

SECTION SIX: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

ADOPTED this 5th day of July 2011 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 5th day of July 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

Published by me in pamphlet form this _____ day of _____ 2011.

Teresa Powell
Village Clerk

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution to Adopt the Oak Park River Forest Sustainability Vision Plan, PlanItGreen, as the Village's 2011-2016 Sustainability and Climate Change Action Plan.

Resolution or Ordinance No. _____
Date of Board Action: July 5, 2011

Staff Review: K.C. Poulos, Sustainability Manager

Village Manager's Office: _____
NS

Sustainability Manager: _____
K.C. Poulos

Item History (Previous Board Review, Related Action, History):

In 2010, the Oak Park River Forest Community Foundation Communityworks program announced its intention to fund a dual-village, community-wide sustainability vision plan to advance Oak Park's efforts to address climate change. The foundation created a taskforce which consisted of community stakeholders, including members of the Environment and Energy Commission as well as Village staff members. The taskforce recommended hiring consultants to create baseline metrics for both villages, and to oversee the planning process.

The Center for Neighborhood Technology completed baseline metrics reports for both Oak Park and River Forest in December 2010. The reports include current consumption rates for energy, water, waste, recycling and vehicle miles traveled, categorized by sector where possible. These metrics provide benchmarks for each community, and informed the goal-setting process for the vision plan.

Seven Generations Ahead and Delta Institute consulted with the Oak Park River Forest Community Foundation to create a community survey, conduct public meetings and facilitate stakeholder review sessions, including a dual-village staff meeting held in May 2010. The results of these efforts is PlanItGreen, a sustainability vision plan that documents current community-wide environmental and energy conservation programs and achievements, and sets goals for energy conservation and urban sustainability strategies and programs in both the private and public sectors of Oak Park and River Forest.

Item Policy Commentary (Key Points, Current Issue, Recommendation):

PlanItGreen, now fully vetted by the Oak Park River Forest community, has been formally adopted by several Oak Park and River Forest agencies and organizations. The Communityworks taskforce, as well as Seven Generations Ahead, the Delta Institute, Village staff, and residents recommend that the Board of Trustees adopt the plan as the Village's sustainability and climate change action plan.

Once adopted, Oak Park Village Departments will identify which aspects of the plan are applicable to their programs, and set yearly internal goals to achieve. These goals will be

measured through best practices metrics in each area (water department leakage reports, yearly kilowatt usage, fleet conversion to alternative fuels, etc.), and reported to the Village Manager's Office each year. In turn, each year on or about Earth Day, the VMO's Sustainability Office will publish a Village Sustainability and Climate Change Report that highlights the progress being made in each department, the metrics related to each goal, and plans for the following year.

Item Budget Commentary: (Account #; Balance; Cost of contract)

No village funds will be expended in adopting this plan; however, several goals and programs falling within Village Department operations and programming will be funded through department budgets, government and private grant funding, as well as public-private partnerships where possible and applicable. Examples of these programs include: Village Hall Lighting Retrofits; Village Hall HVAC Replacements; Avenue Parking Garage Solar Panel Project; Water Conservation Plan, and the Small Rental Rehab Program.

Proposed Action: Approve the Motion

C

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY


Item Title Consideration of an Amendment to the Intergovernmental Agreement for Youth Interventionists/Coordinators with the Oak Park Township Effective July 1, 2011 – June 30, 2012

Resolution or Ordinance No. _____

Date of Board Action: July 5, 2011

Staff Review:

Rick Tanksley, Chief of Police



Village Manager's Office:

Item History (Previous Board Review, Related Action, History):

For the past 15 years, various participating local governments in Oak Park and River Forest have collaborated for the common interest of reducing gang encroachment, drugs and violence in youth while aiding families, neighborhoods and communities by agreeing to fund the Interventionist/Coordinators Program as they address these issues collectively. The interventionists are employed to work extensively throughout the communities with youths at-risk. The Police Department is the primary liaison for the Village of Oak Park.

At the Regular Meeting of July 26, 2010, the Village Board approved a one-year agreement and directed staff for the Youth Interventionist Program and the Oak Park Township to evaluate the long-standing agreement and in particular to review and explain the funding formulas of the participating agencies prior to the next contract. The agreement expired on June 30, 2011.

Item Policy Commentary (Key Points, Current Issue, Recommendation):

Per the Board direction in 2010 to evaluate the funding formula from the original agreement, the Oak Park Township held a joint Oak Park Council of Governments (COG) Meeting and invited the Village of River Forest to review the Interventionist Agreement.

Attached is an amended agreement submitted by the Township for the next period from July 1, 2011 – June 30, 2012 with recommendations from the Township to adjust the funding formulas for each participating agency as proposed.

Item Budget Commentary: (Account #; Balance; Cost of contract)

The Township has proposed lowering the Village of Oak Park share from 28.24% to 24% or \$60,922 annually. Funds are budgeted in the Special Activities Fund.

Proposed Action:

Last year the Village Board directed the Township to re-evaluate the formulas of each participating agency and explain the basis of the calculations. Therefore, until such time, the Village Board only authorized a one-year contract. The Township has sent the Village the attached proposal for Board review.

The Board can provide further direction to the Township staff, make modifications to the proposed contract, or accept the contract as proposed.

**RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT FOR YOUTH
INTERVENTIONIST/COORDINATORS
WITH OAK PARK TOWNSHIP**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, that the Village Manager is authorized to execute an Intergovernmental Agreement with Oak Park Township for Youth Interventionist/Coordinators in an amount not to exceed \$60,922 for program year July 1, 2011 – June 30, 2012. Said agreement shall confirm substantially to the agreement attached hereto and made a part hereof.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 5th day of July, 2011 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 5th day of July, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

OAK PARK TOWNSHIP

105 SOUTH OAK PARK AVENUE, OAK PARK, ILLINOIS 60302

June 7, 2011

David Pope, Glen Brewer, John Hedges, Ray Johnson, Colette Lueck,
Adam Salzman, Bob Tucker, Teresa Powell
Village of Oak Park Board of Trustees
123 Madison St

Dear Board Members:

Thank you for your confidence and support over the past year as Oak Park Township reexamined the Intergovernmental Agreement for the Youth Interventionist program. Created in 1996, the program provides a key component in the coordinated effort to combat the influence of gangs, drugs and violence on (1) the most affected youth and their families through case management involving intensive guidance and (2) the community as a whole through staff training, inter-unit cooperation and confidential information sharing. The program's 14-year success has depended on the mutual support and commitment of all 11 Oak Park and River Forest taxing units, with Oak Park Township having primary accountability. The reexamination has yielded the attached Amendment to the agreement.

Oak Park Township houses and administers the program, provides the primary funding and, by mission and staff qualification, has primary responsibility for program conduct. Over the past year, the program's rationale, funding structure and oversight were reviewed, as units reconsidered their participation in light of their missions and recent budget constraints. All units have agreed to continued participation for the next fiscal year, July 2011 through June 30, 2012.

Also attached is the Executive Summary of the comprehensive *Program Origins, Rationale and Cost Sharing* document* that was provided in detail last October. The cooperative funding supports three related Oak Park Township commitments: (1) case management for the registered youth clients along with guidance to their families; (2) staff training and consultation for participating units, including information gathering and sharing and direct intervention wherever needed to help manage difficult situations with youth, and (3) perhaps the least tangible and most important, maintaining the collective commitment of all the taxing units through availability and accountability. The public message of the Interventionist program is that all units support this core component of a community effort to (a) monitor, assess and constructively address the socially and personally destructive behavior of at-risk youth, and (b) remediate the behavior through the close cooperation with families and coordinated efforts of the 11 units and private agencies.

The Township Youth Services Director oversees the operations of the program and reports to the Oak Park Township Manager. The Township Youth Services Committee, composed of nine Oak Park and seven River Forest citizens, appointed by the respective township

supervisors, meets monthly and monitors the activities of the Youth Interventionist Program and provides guidance as needed. On a monthly basis, Youth Services distributes a report on the Youth Interventionist caseload and their monitoring and prevention activities to all of the taxing units participating in the Intergovernmental Agreement. Unlike past practice, these reports are now being sent directly to each board member of each participating unit.

A goal this year is to augment the current reporting with aggregate measures of outcomes that will complement the long-standing, confidential, individual-client clinical evaluations. This will require school district and police records on clients and the associated legal releases for aggregate reporting. A second goal this year is to augment the one-on-one client intervention with the group-based the Face-It programs that provides a series of structured educational experiences for offending youth and their parents on avoiding substance abuse.

The Intergovernmental Agreement calls for an annual convening of a joint Oak Park and River Forest Council of Governments (COG) meeting to review the goals and outcomes of the Interventionist Program and provide feedback and guidance beyond that received from the Youth Advisory Committee. This reporting has occurred periodically to the Oak Park COG but not regularly in a joint meeting. The Amendment to the agreement provides for reporting at least annually, or more often as needed or requested, to each Council of Governments in Oak Park and in River Forest.

Oak Park Township is pleased to begin the FY12 (July 1, 2011-June 30, 2012) with an updated agreement in place and a renewed commitment by all units to continue an effective 14-year collaboration. Please feel free to contact any one of us if you have questions, requests or recommendations. We will be seeking signatures from each unit and will share by e-mail the fully signed agreement.

Sincerely,

F. David Boulanger
Township Supervisor

Gavin Morgan
Township Manager

John Williams
Director, Youth Services

Bert Patania
Interventionist Supervisor

Cc: Board members and chief administrators of all participating units

Attachments:

1. Amendment to the Intergovernmental Agreement for the Youth Interventionists/Coordinators
2. Executive Summary: Review of the Youth Interventionist Program Origins, Rationale and Cost Sharing

Executive Summary

Review of the Youth Interventionist Program Origins, Rationale and Cost Sharing Prepared by David Boulanger, Oak Park Township Supervisor, October 2010

A review in 2010 is timely. After 14 years of funding by all Oak Park and River Forest taxing units, questions about funding distribution and unit mission were raised and deserved a thoughtful revisiting of the program's origins, rationale and cost-sharing.

The program had its origins in serious, violent incidents. In August 1995, a drive-by shooting occurred at an Oak Park junior high school and was followed by the gang-related death of a teenager a few blocks away. A two-community task force to address gangs, drugs and violence among youth created an agreement to cooperatively fund (1) Cooperative action, (2) Shared information gathering (3) Immediate access to service and (4) Accountability.

Public safety remains a key issue. The Oak Park Police Chief recently reported that Oak Park is "safe" for some gang leaders to live there, because there is no turf claimed or held by any gang, and thus, no turf competition. Oak Park is targeted for gang-related "business" because of its openness and affluence.

Research supports a collaborative approach to drug-use prevention – and the associated gang activity and violence – as part of the mission of all units that serve youth clientele. Recent research from the UCLA supports a systemic approach, including a school-community collaboration to promote healthy development, prevent problems and intervene early.

Oak Park Township has a primary role to provide housing and funding for youth services. The interventionist, intergovernmental agreement provides for special collaboration in (1) *Leadership* (2) *Confidential information gathering*, (3) *Prevention* and (4) *Intervention*.

Cost sharing is a commitment by all units to address a critical community need. It acknowledges the need for *collaborative action against a special threat, a direct voice by each unit and accountability to each unit*.

Cost sharing is the most efficient use of funds to add a highly trained, committed, responsive team to each unit's support staff, providing services not possible by the unit alone.

The cost-sharing model cannot be "fee for service" and works only if all units accept the primacy of the common goal of mutual assistance through a shared interventionists team.

Oak Park and River Forest townships will carry the primary costs. Administrative overhead, not covered in the cost sharing formula, is estimated at \$70,000 to \$100,000 per year.

Cost sharing should be simple and mutually supportive, based on each unit's general scope of responsibility to youth and the range of time in the typical year involved with those responsibilities. Interventionists work with each unit to manage youth behavior in its domain, benefiting all units and the community at large. *

Cost sharing is set at 69% Oak Park, 14% OPRF High School and 17% River Forest. The "Proposed breakout" and "Current breakout" are below presented for comparison. (See pie charts below.)

Current and Proposed breakout for 2012 *

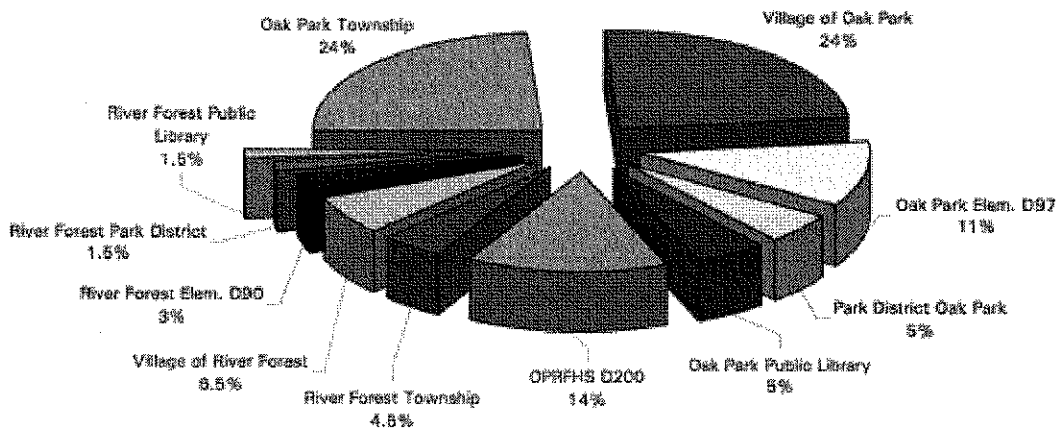
Oak Park Portion	<u>Current 2012</u>	<u>Proposed Breakout</u>		
<u>Unit</u>	<u>Percentage</u>	<u>Percentage</u>	<u>New 2012 Amount</u>	<u>Change</u>
Oak Park Total	70.05%	69%	\$175,150	<2,666>*

High School Portion	<u>Current 2012</u>	<u>Proposed Breakout</u>		
<u>Combined OPRF Unit</u>	<u>Percentage</u>	<u>Percentage</u>	<u>New 2012 Amount</u>	<u>Change</u>
OPRF High School Total	11.95%	14%	\$35,538	+ \$5,204*

River Forest Portion	<u>Current 2012</u>	<u>Proposed Breakout</u>		
<u>Unit</u>	<u>Percentage</u>	<u>Percentage</u>	<u>New 2012 Amount</u>	<u>Change</u>
RF Township	3.67%	4.5%	\$11,422	+\$2,106
Village of RF	7.32%	6.5%	16,500	<2,081>
RF Elementary D90	3.67%	3.0%	7,615	<1,701>
RF Park District	1.67%	1.5%	3,808	<431>
RF Public Library	1.67%	1.5%	3,808	<431>
RF Total	18.00%	17.0%	\$43,153	<\$2,538>*

* OPRFHS's increase of 2% (+\$5204) comes from the 1% <\$2,666 > change in District 97's share and 1% <\$2,538> change in the share across the five other River Forest units.

**YOUTH INTERVENTIONIST INTERGOVERNMENTAL AGREEMENT
Oak Park and River Forest
PROPOSED BREAKOUT
2012 Funding Distribution**



* The funding model assumes: (1) The school districts share the chief responsibility for the education; (2) The village governments enforce public laws with youth at all hours; (3) The townships serve all at-risk youth at all times and places in a cooperative relationship with all the other taxing units; (4) The park districts have a limited, largely passive mission for seasonal recreation and play; and (5) The libraries are mainly a passive educational resource outside of school at intensively used locations in each community. All units have a clear mission of service to youth.

AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR YOUTH INTERVENTIONISTS/COORDINATORS

This is an AMENDMENT to year two (July 1, 2011, to June 30, 2012,) of the two-year intergovernmental agreement for Youth Interventionists/ Coordinators, dated to begin July 1, 2010. This amends the relationship between OAK PARK TOWNSHIP and the enumerated participating local governments: Village of Oak Park, Village of River Forest, River Forest Township, School District 90, School District 97, School District 200, Park District of Oak Park, River Forest Park District, Oak Park Public Library, and River Forest Public Library, hereinafter referred to collectively as PARTICIPATING GOVERNMENT UNITS.

This amendment clarifies further the working relationship between Oak Park Township and the Participating Government Units, and updates the cost-sharing formula for the Youth Interventionist Program.

Clarification of relationship

Oak Park Township, as the administrative manager of the Interventionist team, agrees:

- To augment the listing of specific commitments in the basic agreement with specific programmatic options available and to be responsive to consideration of new requests based on emerging needs.
- To distribute monthly reports via email on the activities of Youth Interventionist staff to all board members and the chief administrators of each participating government unit.
- To work with participating government units to establish additional meaningful outcome measures based on shared client data.
- To provide an annual report on Youth Interventionist Program activities and outcomes and projected strategic needs and direction.
- To report at least annually, or more often as needed or requested, to the Council of Governments in Oak Park and in River Forest.

The participating government units agree:

- To inform their administration and staff of the board policy to support the Youth Interventionist Program as a coordinated and mutually beneficial relationship among all government units in Oak Park and River Forest to address at the individual youth and collective level the threat of gangs, drugs and violence to our youth and community welfare

- To bring policy and operational concerns and recommendations to the Oak Park Township Manager and Supervisor and to the community's Council of Governments for discussion and response.

Cost-sharing formula update.

Each unit is billed the actual dollars spent on a quarterly basis.

Oak Park Portion

Oak Park Township	24%	\$60,922
Village of Oak Park	24%	\$60,922
OP Elementary D97	11%	\$27,922
Park District OP	5%	\$12,692
OP Public Library	5%	\$12,692
Oak Park Total	69%	\$175,150

High School Portion

Combined OPRF Unit	14%	\$35,538
---------------------------	------------	-----------------

River Forest Portion

River Forest Township	4.5%	\$11,422
Village of River Forest	6.5%	\$16,500
RF Elementary D90	3.0%	\$7,615
RF Park District	1.5%	\$3,808
RF Public Library	1.5%	\$3,808
River Forest Total	17%	\$43,153

Total

All OP and RF Units	100%	\$253,841
----------------------------	-------------	------------------

Partners in the Agreement

OAK PARK TOWNSHIP

Signature _____ Title _____ Date _____

RIVER FOREST TOWNSHIP

Signature _____ Title _____ Date _____

VILLAGE OF OAK PARK

Signature	Title	Date
-----------	-------	------

VILLAGE OF RIVER FOREST

Signature	Title	Date
-----------	-------	------

RIVER FOREST ELEMENTARY SCHOOL DISTRICT 90

Signature	Title	Date
-----------	-------	------

(Signatures continued on Page 4)

**AN INTERGOVERNMENTAL AGREEMENT
FOR YOUTH INTERVENTIONIST/COORDINATORS,
Page 4**

OAK PARK ELEMENTARY SCHOOL DISTRICT 97

Signature	Title	Date
-----------	-------	------

OAK PARK-RIVER FOREST HIGH SCHOOL DISTRICT 200

Signature	Title	Date
-----------	-------	------

PARK DISTRICT OF OAK PARK

Signature	Title	Date
-----------	-------	------

RIVER FOREST PARK DISTRICT

Signature	Title	Date
-----------	-------	------

(Signatures continued on Page5)

**AN INTERGOVERNMENTAL AGREEMENT
FOR YOUTH INTERVENTIONIST/COORDINATORS,
Page 5**

OAK PARK PUBLIC LIBRARY

Signature	Title	Date
-----------	-------	------

RIVER FOREST PUBLIC LIBRARY

Signature	Title	Date
-----------	-------	------

AN INTERGOVERNMENTAL AGREEMENT FOR YOUTH INTERVENTIONIST/COORDINATORS

This agreement is between OAK PARK TOWNSHIP and the enumerated participating local governments: Village of Oak Park, Village of River Forest, River Forest Township, School District 90, School District 97, School District 200, Park District of Oak Park, River Forest Park District, Oak Park Public Library, and River Forest Public Library, hereinafter referred to collectively as PARTICIPATING GOVERNMENT UNITS.

OAK PARK TOWNSHIP agrees as follows:

- To work with at-risk youth engaged with (or disengaged from) local agencies that provide multiple services.
- To closely monitor youth, through a case management model which focuses on the individual needs of clients and their families and helps in linking them to services, managing those services, and tracking outcomes.
- To continue to provide intense intervention by employing support staff and three Youth Interventionist/Coordinators for the positions as described in Appendix I.
- To hire, train, supervise, insure and house the Youth Interventionists.
- To provide the necessary services, materials and equipment, such as, duplication, printing, postage, telephone and computers.
- To work in close cooperation with the Oak Park and River Forest Council of Governments.
- To contribute up to \$46,843.36 (FY 2011) and \$48,229.79 (FY 2012) for each year of this joint effort.
- To bill each participating government unit the actual dollars spent on a quarterly basis.
- To assist the Gang and Drug Task Force with an evaluation of the Youth Interventionist Program.
- To continue to seek outside funds to support the Program.
- To provide periodic status reports to the participating government units.
- To provide monthly Team reports via email each month to designated representatives.

**AN INTERGOVERNMENTAL AGREEMENT
FOR YOUTH INTERVENTIONIST/COORDINATORS,
Page 2**

The other participating government units agree as follows:

- To discuss issues related to the Youth Interventionist Program at the Council of Governments meetings and/or on the e-mail distribution list.
- That a joint Oak Park and River Forest Council of Governments meeting will take place at least once a year to discuss issues related to the Youth Interventionist Program.
- To work collaboratively and cooperatively in the common interest of reducing youth gangs, drugs, and violence.
- To the line-item budget attached as Appendix II.
- To support the cost of this joint endeavor based upon the following formula:

Breakdown - Agency	Percentage	2011	2012
Oak Park Township	19.00%	\$46,843.36	\$48,229.79
Village of Oak Park	28.24%	\$69,624.03	\$71,684.70
OP Elementary D97	11.95%	\$29,462.01	\$30,334.00
OPRFHS D200	11.95%	\$29,462.01	\$30,334.00
Park District OP	5.43%	\$13,387.34	\$13,783.57
OP Public Library	5.43%	\$13,387.34	\$13,783.57
RF Township	3.67%	\$9,048.17	\$9,315.97
Village of RF	7.32%	\$18,047.02	\$18,581.17
RF Elementary D90	3.67%	\$9,048.17	\$9,315.97
RF Park District	1.67%	\$4,117.29	\$4,239.15
<u>RF Public Library</u>	<u>1.67%</u>	<u>\$4,117.29</u>	<u>\$4,239.15</u>
Total	100.00%	\$246,544.00	\$253,841.00

- To promptly reimburse Oak Park Township upon receipt of quarterly bill.

It is understood by all signatories of this agreement that the supervision of all Township employees, including any addition to the Township staff as a result of this agreement, is the responsibility of Oak Park Township.

This Intergovernmental Agreement will be in force for two years from July 1, 2010.

**AN INTERGOVERNMENTAL AGREEMENT
FOR YOUTH INTERVENTIONIST/COORDINATORS,
Page 3**

OAK PARK TOWNSHIP

_____ Signature	_____ Title	_____ Date
--------------------	----------------	---------------

RIVER FOREST TOWNSHIP

_____ Signature	_____ Title	_____ Date
--------------------	----------------	---------------

VILLAGE OF OAK PARK

_____ Signature	_____ Title	_____ Date
--------------------	----------------	---------------

VILLAGE OF RIVER FOREST

_____ Signature	_____ Title	_____ Date
--------------------	----------------	---------------

RIVER FOREST ELEMENTARY SCHOOL DISTRICT 90

_____ Signature	_____ Title	_____ Date
--------------------	----------------	---------------

(Signatures continued on Page 4)

**AN INTERGOVERNMENTAL AGREEMENT
FOR YOUTH INTERVENTIONIST/COORDINATORS,
Page 4**

OAK PARK ELEMENTARY SCHOOL DISTRICT 97

_____ Signature	_____ Title	_____ Date
--------------------	----------------	---------------

OAK PARK-RIVER FOREST HIGH SCHOOL DISTRICT 200

_____ Signature	_____ Title	_____ Date
--------------------	----------------	---------------

PARK DISTRICT OF OAK PARK

_____ Signature	_____ Title	_____ Date
--------------------	----------------	---------------

RIVER FOREST PARK DISTRICT

_____ Signature	_____ Title	_____ Date
--------------------	----------------	---------------

(Signatures continued on Page 5)

**AN INTERGOVERNMENTAL AGREEMENT
FOR YOUTH INTERVENTIONIST/COORDINATORS,**

Page 5

OAK PARK PUBLIC LIBRARY

Signature

Title

Date

RIVER FOREST PUBLIC LIBRARY

Signature

Title

Date

**AN INTERGOVERNMENTAL AGREEMENT
FOR YOUTH INTERVENTIONIST/COORDINATORS,**

Page 6

Appendix I Job Descriptions

Oak Park Township

JOB DESCRIPTION

CLASS. TITLE: Youth Services Interventionist Supervisor

DEPARTMENT: Youth Services FLSA: Exempt

DIVISION: Town DATE: 04/05

REPORTS TO: Youth Services Director

Job Summary

The Youth Interventionist Supervisor builds collaborations between systems and agencies to prevent, intervene and combat youth delinquent behaviors in Oak Park and River Forest communities; assists severely at-risk youth and families to survive adolescence.

Essential Job Functions

1. Assists agencies in developing long-term community based strategic plans to complement village-wide violence prevention efforts, development of Intervention Model vision, and implementation of goals/strategies. Communicates between and with staff, administrations, boards, agencies, committees and the public to continue community development efforts.
2. Provides oral and written reports to various boards and public showing outcomes, current status and future plans; attends monthly meetings with youth service providers.
3. Conducts/assists in conducting individual and group counseling, individual counseling, and crisis intervention; assists in making social diagnostic assessments of at-risk factors for clients; assists in developing a comprehensive treatment plan by seeking input and participation from professionals in other areas.
4. Assists in counseling youth indicating maladjustments; anxiety or delinquent behavior; contributes to the identification of problems and diagnosis of social disorders. Provides direct youth and family counseling.
5. Establishes priorities among assignments, establishes times of completion and quantity/quality of work services; identifies and discusses program projects, problems and issues; supervises subordinate staff, monitors and evaluates performance and recommends recognition and/or disciplinary action.
6. Monitors budgetary expenditures for training area of Interventionist and assists in developing narratives/justification used in budgetary process as required.
7. Develops and maintains ongoing communications with private and public organizations, officials of other agencies or state and federal government; responds to inquiries concerning program, policies, rules and regulations governing work.
8. Appears at public hearings as required, speaks before various groups to explain/interpret program philosophy and requirements
9. Seeks outside funding to help support programs; prepares grant applications for additional sources of funding in cooperation with Township funded grant writer; administers grant funded initiatives related to intervention program.

**AN INTERGOVERNMENTAL AGREEMENT
FOR YOUTH INTERVENTIONIST/COORDINATORS,**
Page 7

Appendix I Job Descriptions

10. Performs the duties of Youth Interventionist.

11. Develops bonds between new and opposing agencies with a history of not working well together; facilitates partnerships and collaborations; assists in problem solving to overcome disputes between community administrative leaders.

12. Keeps director informed regarding community issues and politically sensitive
Youth Interventionist Supervisor 1 04/05

13. Prepares and maintains grants related to sources of funding; completes reports related to grants received.

14. Performs other duties as assigned.

Material and Equipment

- Miscellaneous office equipment; i.e. – computer, fax, phone, copier, calculator, etc.
- Bicycle

Minimum Qualifications

Education and Experience:

- Master's degree in Social Services or related field and five to seven (5-7) years of direct experience in working with gangs, drug involvement and violent youth.

The qualifications listed above are guidelines. Other combinations of education and experience, which could provide the necessary knowledge, skills, and abilities to perform this job, may be considered.

License(s) and Certification(s):

- Valid Illinois driver's license and liability insurance

Knowledge, Skills, and Abilities

Knowledge of:

- Social work, counseling, psychology and public relations.
- Criminal justice and approaches used by law enforcement in local, state and federal environments; juvenile law and court systems.
- Ethical standards and code of conduct in dealing with clients and the public.
- Gang structure, risk factors and signs of involvement.

Skill In:

- Time management and prioritizing work.
- Verbal and written communication and organization.
- Community development and community crisis debriefing.
- Facilitation and group leadership.
- Mediation and collaboration building.
- Crisis intervention and de-escalation techniques.
- Supervision of subordinates.

**AN INTERGOVERNMENTAL AGREEMENT
FOR YOUTH INTERVENTIONIST/COORDINATORS,**

Page 8

Appendix I Job Descriptions

Ability to:

- Lead and organize and maintain relationships with community organizations and administrations in a political environment.
- Facilitate presentations and training made to youth, parents, community associations and other public groups.
- Remain calm in stressful and crisis situations.
- Develop intelligence on youth gang and drug activity in both communities and strategic plans to counter illegal activity.

Physical Abilities:

- Sit, type, read, write, hear and speak for extended periods.
- Drive automobile to communities and clients/families homes.
- Lift up to 10 pounds on occasion.

The above statements are intended to describe the general nature and level of work being performed by employees assigned this classification. They are not to be construed as an exhaustive list of all job duties or roles performed by personnel so classified. It is as well intended to be compliant with the Americans with Disabilities Act. Youth Interventionist Supervisor 3 04/05

Revised

**AN INTERGOVERNMENTAL AGREEMENT
FOR YOUTH INTERVENTIONIST/COORDINATORS,**

Page 9

Appendix I Job Descriptions

Oak Park Township

JOB DESCRIPTION

CLASS. TITLE: Youth Services Interventionist

DEPARTMENT: Youth Services **FLSA:** Non-Exempt

DIVISION: Town **DATE:** 04/05

REPORTS TO: Youth Interventionist Supervisor

Job Summary:

The Youth Services Interventionist provides individual and family treatment to youth involved in or at risk of becoming involved in gangs, drugs or violent activities; works closely with Youth Interventionist Team and Youth Services Director to discuss and develop and implement treatment plans. Collaborates with a variety of community agencies and resources to decrease risk and connect identified families with appropriate, long-term services.

Essential Job Functions

1. Performs crisis intervention in situations such as suicide, homicide, rage, juvenile arrest, violence, community, family tragedy, self injury, running away, etc. Assesses risk; provides direct consultation services; provides referrals and stabilization services, coordinates and provides support during the hospitalization process, crisis counseling, brief mediation and notification of appropriate authorities; serves as member of school crisis and trauma debriefing team.
2. Assesses youth and family for potential for violence, communication patterns, boundaries, alcohol and drug addiction, gang involvement, sexual and physical abuse, neglect, mental health status, suicidal or homicidal plans or thoughts, criminal activity, risk of running away, cutting and other risk factors. Assessment includes evaluating the client, family and any unregistered youth in contact with. Creates, monitors and implements treatment plan agreed upon by both client and family.
3. Provides counseling to youth involved or at-risk of involvement with gangs, drugs, potential violence, etc.; meets with youth as needed to decrease risk or involvement through therapy and referrals to other community agencies; provides resources for alternate living situations if required; works with youths at-risk and assists them by linking them with services in the community; provides consultation regarding juvenile laws.
4. Provides family therapy and counseling to identified families; conducts home visits to assess living environment, refers family to community agencies for financial assistance and long-term therapy as needed; provides crisis stabilization to family as need arises; works with family to advise on state laws regarding abuse and neglect, family law, juvenile delinquency, as well as potential for locking out their child.
5. Consults with various community agencies including schools, Police Department,

**AN INTERGOVERNMENTAL AGREEMENT
FOR YOUTH INTERVENTIONIST/COORDINATORS,**

Page 10

Appendix I Job Descriptions

Health Department, Park District, libraries, probation, inpatient and partial hospital programs, community counseling centers, mentoring services, and psychiatric evaluators to optimize assessment and treatment planning. Participates in other agency meetings including disciplinary/school placement, inpatient hospital discharge planning and collaboration with police officers, etc. Searches for new services, builds relationships with staff and distributes information on new providers to other collateral resources in the community.

6. Conducts mediation sessions between youth and/or families who are currently involved in a conflict; assists to resolve differences and decrease probability of violence in community between parties.

7. Conducts informational presentations to community mental health professionals, school teachers and high school students regarding drug and violence prevention, peer relations and other applicable subjects.

8. Maintains client files, intake and assessment forms, client interview questionnaire, consent forms, ratings scales, progress notes, progress note logs and any other essential materials.

9. Monitors youth trends in the community such as gang movement, drugs, cults, etc.; performs bike patrols and community walks in search of gang graffiti, drug paraphernalia and cult remnants in community parks.

10. Identifies gaps in service delivery system and reports to Director; participates in formulating and implementing solutions when appropriate.

11. Operates pursuant to federal and state laws as well as professional codes of ethics and codes of conduct. Maintains licensure through continuing education.

12. Plans and co-facilitates groups for at-risk youth in school settings.

13. Participates in various committee/council meetings, task forces and networking events as needed.

14. Remains current on mental health research and clinical theories.

15. Performs other duties as assigned.

Material and Equipment

- Miscellaneous office equipment; i.e. – computer, fax, phone, copier, calculator, etc.
- Bicycle

Minimum Qualifications

Education and Experience:

- Masters degree in social work, education, psychology or other related human services field and two to three (2-3) years experience working with high at-risk

**AN INTERGOVERNMENTAL AGREEMENT
FOR YOUTH INTERVENTIONIST/COORDINATORS,**

Page 11

Appendix I Job Descriptions

youth in prevention, intervention, outreach or case management.

The qualifications listed above are guidelines. Other combinations of education and experience, which could provide the necessary knowledge, skills, and abilities to perform this job, may be considered.

License(s) and Certification(s):

- Valid Illinois driver's license and liability insurance
- LSW, LCSW, LCPC, CADC desirable

Knowledge, Skills, and Abilities

Knowledge of:

- Federal and state laws and regulations relating to juvenile issues.
- Ethical standards and code of conduct in dealing with clients and the public.
- Child development; therapeutic models/techniques; DSM-IVR.
- Mental health assessment; crisis intervention, mediation and trauma debriefing.
- Substance use/abuse signs
- Screening for risk to self or others.
- Basic computer and software programs.

Skill In:

- Clinical judgment.
- Verbal and written communication.
- Crisis intervention and de-escalation techniques.

Ability to:

- Effectively communicate treatment techniques and strategies.
- Make sound assessments, develop, implement and monitor treatment plans.
- Coordinate multiple services from various agencies in order to meet clients' needs.

Physical Abilities:

- Sit, type, read, write, hear and speak for extended periods.
- Drive automobile to client's homes or meeting places.
- Lift up to 10 pounds on occasion.

The above statements are intended to describe the general nature and level of work being performed by employees assigned this classification. They are not to be construed as an exhaustive list of all job duties or roles performed by personnel so classified. It is as well intended to be compliant with the Americans with Disabilities Act. Youth Interventionist

3 04/05

Revised

**AN INTERGOVERNMENTAL AGREEMENT
FOR YOUTH INTERVENTIONIST/COORDINATORS,**

Page 12

Appendix II Budget

Budget for Youth Interventionist Program 2011 and 2012

YOUTH INTERVENTIONISTS

	FY 2011	FY 2012
Personnel Services		
<u>Employee Salaries</u>	<u>\$151,159.00</u>	<u>\$155,695.00</u>
TOTAL Personnel Services	\$151,159.00	\$155,695.00
Fringe Benefits		
FICA Expense	\$11,564.00	\$11,911.00
IMRF Expense	\$14,950	\$15,569.00
Flexible Benefit Plan	\$66.00	\$90.00
<u>Health/Life Insurance*</u>	<u>\$55,472.00</u>	<u>\$57,136.00</u>
TOTAL Fringe Benefits	\$82,052.00	\$ 84,706.00
Operating Costs and Services		
Activities/Program Support	\$2,500.00	\$2,500.00
Staff Recruitment	100.00	100.00
Office Supplies	\$250.00	\$250.00
Dues and Subscriptions	\$0.00	\$0.00
Duplication & Printing	\$120.00	\$100.00
Insurance-Liability	\$1,550	\$1,620.00
Postage	\$50.00	\$50.00
Professional Consultation	\$2,000.00	\$2,000.00
Travel and Training	\$6,000.00	\$6,000.00
Workers Compensation	\$763	\$820.00
<u>TOTAL Operating Costs and Services</u>	<u>\$13,333.00</u>	<u>\$13,440.00</u>
Total Youth Interventionist	\$246,544.00	\$253,841.00

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

D


Item Title: RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXTEND THE PROFESSIONAL SERVICES AGREEMENT WITH CORPORATE BENEFITS CONSULTANTS, INC. (CBC) FOR EMPLOYEE BENEFIT CONSULTING SERVICES FOR THE PERIOD JULY 1, 2011 TO JUNE 30, 2012.

Resolution or Ordinance No. _____

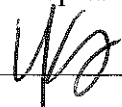
Date of Board Action July 5, 2011

Staff Review:

Human Resources Director:


Frank Spataro

Village Manager's Office:



Item History: The Village utilizes the services of a benefit consulting firm to obtain competitive proposals for the Village's health, dental and life insurance programs, as well as consulting on other employee benefit matters. The Village issued an RFP for benefits consulting services in June 2009 that resulted in the selection of Corporate Benefits Consultants (CBC), Inc. The Village Board approved the agreement with CBC on November 16, 2009 that provided an initial eighteen-month term from January 1, 2010 to June 30, 2011 and up to two additional one-year terms from July 1 to June 30; the annual fee for each renewal year is \$48,500 less any commissions received by the broker for business conducted on behalf of the Village. The \$48,500 annual fee is the same rate CBS has charged the Village since 2006. I have conducted two competitive processes for a benefit consulting, one in 2006 and another in 2009, and both times CBC was selected on the basis of their fee and provided services.

Item Policy Commentary: The Village provides self insured health, dental, life and disability insurance, and related employee benefits for Village employees, Village retirees and employees of partner agencies including the Oak Park Library, Oak Park Township, Park District of Oak Park and the West Suburban Consolidated Dispatch Center.

CBC acts as the Village's broker to identify preferred insurance providers based on cost and quality of service, and negotiates competitive rates and discounts with these providers. Since the Village is self-insured for the payment of claims made on behalf of the Village by Blue Cross/Blue Shield to medical providers, and to Walgreens for prescription drug expenses, CBC also analyzes historical claim and prescription use data to determine the level of funding required for the Village to cover projected expenses. CBC also recommends and negotiates on behalf of the Village for other providers of benefit services such as Allied Benefit Services who administers the Village's S-125 plans and COBRA. Finally, CBC has been an invaluable resource for the Village with regard to information and programs related to health care reform.

The attached agreement, which is the original agreement approved in 2009 providing for two one-year extensions, is recommended to be extended for the period July 1, 2011 to June 30, 2012. The Village will compensate CBC \$48,500 paid in four installments less any commissions received by CBC for business conducted on behalf of the Village.

Item Budget Commentary: The \$48,500 broker fee July 1, 2011 to June 30, 2012 is in the 2011 Human Resources Department budget. Also, the broker fee is pro-rated among the Village and the other agencies cited above participating in the Village plans.

Proposed Action: Approve the Resolution

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXTEND THE
PROFESSIONAL SERVICES AGREEMENT WITH CORPORATE BENEFITS
CONSULTANTS, INC. (CBC) FOR EMPLOYEE BENEFIT CONSULTING SERVICES FOR
THE PERIOD JULY 1, 2011 TO JUNE 30, 2012.**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to extend the professional services agreement with Corporate Benefit Consultants, Inc (CBC) for employee benefit consulting services for the period July 1, 2011 to June 30, 2012. The Agreement shall conform substantially to the Agreement attached hereto as Exhibit A.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 5th day of July, 2011 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me this 5th day of July, 2011

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

**PROFESSIONAL SERVICES AGREEMENT WITH CORPORATE BENEFITS
CONSULTING FOR EMPLOYEE BENEFIT CONSULTING SERVICES**

THIS AGREEMENT is made on July 5, 2011 by and between Corporate Benefit Consultants, Inc. ("CBC"), 2800 South River Road, Suite 130, Des Plaines, IL 60018 and the Village of Oak Park, 123 Madison St., Oak Park, IL (the Village").

1. Contract Documents

This agreement shall be governed by the following documents:

- a. This Agreement.
- b. The Village' of Oak Park's Request for Proposals, attached as Exhibit A and incorporated into this agreement.
- c. CBC's Proposal, attached as Exhibit B and incorporated into this agreement.

2. Services

CBC agrees to provide the employee benefit consulting services described in the Detailed Specifications section of Exhibit B. The services will be directed and coordinated by the Director of Human Resources for the Village of Oak Park, or any other person designated by the Village Manager.

3. Term of Agreement and Renewal

The contract term will be from **July 1, 2011 through June 30, 2012**. Thereafter, the parties may renew this Agreement for two additional one year terms, running from July 1st through June 30th. Renewal will be assumed unless the agreement is terminated in accordance with Section 4 below.

4. Termination.

- a. This Agreement may be terminated at any time, for any reason, by mutual agreement of the parties.
- b. The agreement may also be terminated by either party by giving sixty (60) days written notice to the other party.
- c. This agreement will be null and void if the Village of Oak Park Board of Trustees fails to appropriate funds for this purpose in any subsequent contract year.

In the event of termination, Consultant shall be paid its applicable compensation through the effective date of termination.

5. Compensation

For the initial 18 month term of this Agreement, CBC shall be paid a total amount of Seventy Two Thousand, Seven Hundred and Fifty Dollars (\$72,750), or \$12,125 per calendar quarter. CBC shall be receive this quarterly compensation from: a) commissions or other forms of payment from any person, firm or entity as payment for securing insurance or other services for the Village ("commissions"); and b) from the Village. The quarterly amount due from the Village shall be \$12,125, less commissions CBC received. CBC will provide the Village with a quarterly statement showing the amount of commissions CBC received for the quarter, and the net amount due from the Village. If the amount due from the Village is less than zero, CBC will refund any overpayment to the Village.

The Village will review all invoices and pay all undisputed amounts within 30 days.

6. Relationship Between the Parties

Consultant is retained by the Village only for purposes and to the extent set forth in this Agreement, and nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Consultant shall be deemed at all times to be an independent contractor and neither party shall have the authority to bind the other to any third person or to otherwise act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto.

7. Indemnification

Consultant does hereby indemnify and hold harmless the Village, its officers, employees and agents from and against all claims, including reasonable attorney's fees, arising out of or in any way connected with the Consultant's performance or non-performance of any services hereunder.

8. Insurance

Consultant shall maintain a policy of professional liability insurance with a minimum per occurrence limit of \$2,000,000. Consultant will, if requested, produce a certificate of insurance showing that the necessary coverages are currently in force, and will also give the Village thirty (30) days written notice before the required insurance can be altered or cancelled.

9. Notices.

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the Village:

Village of Oak Park
123 Madison Street
Oak Park, IL 60302
Attention: Director, Human Resources

If to the Consultant

Corporate Benefit Consultants, Inc.
2800 S. River Rd., Suite 400
Des Plaines, IL 60018

10. Governing Law

This Agreement shall be governed by the laws of the State of Illinois and any court proceeding filed by the Village or Consultant relating to or based on this Agreement shall be filed in the state or federal courts located in Cook County, Illinois.

11. Entire Agreement

This Agreement, and the documents incorporated by reference, contain all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersede all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written. Except as otherwise provided, no subsequent alteration,

amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

**CORPORATE BENEFIT
CONSULTANTS, INC.**

VILLAGE OF OAK PARK

By: _____

Thomas W. Barwin
Village Manager

Date: _____

Date: _____

REVIEWED AND APPROVED
AS TO FORM

JUN 28 2011


LAW DEPARTMENT

E

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

**Item Title: Resolution Authorizing a Subordination of Lien: BPIP-056
(1026 South Harvey Avenue)**

Resolution or Ordinance No. _____

Date of Board Action

July 5, 2011

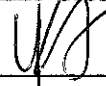
Staff Review

Program Manager:



Tammie Grossman

Village Manager's Office:



Item History (Previous Board Review, Related Action, History):

On September 6, 2005, pursuant to the Barrie Park Investment Program, the Board of Trustees approved a \$15,000 loan to the owners of 1026 South Harvey Avenue. The loan is supported by a mortgage which was recorded against the property. The mortgage was recorded as a third mortgage on the property with the purchase loan mortgage being first and a home equity loan being second.

Loans made under the Barrie Park program are deferred for repayment until conveyance or transfer of any interest in the property. The guidelines were amended in September 2008 to clarify under what circumstances requests for subordination will be granted. The guidelines provide that in cases where former loan recipients wish to refinance mortgage(s), other than the Village's, and request that the Village maintain its subordinate position, the Village will agree to maintain its junior position if:

- a. The terms of new first mortgage are more advantageous to the homeowner and are reasonable under current market conditions; and
- b. There is adequate equity in the property to support the total proposed encumbrance, at least 15% equity (if necessary, homeowner(s) will submit an appraisal as proof of equity); and
- c. The cost of the refinance is the only allowable equity taken out of the property.

Item Policy Commentary (Key Points, Recommendation, Background):

The homeowners have paid off their home equity loan and are seeking to replace it with a new home equity line of credit at 4.0% interest rate. This new loan will provide a fixed rate, 20 year mortgage. The amount of the new loan will be \$75,000. The homeowners plan to use the funds to invest in new home improvements.

The issuing lender will not make the loan unless that mortgage is the secondary mortgage lien against the property. The lender is requesting that the Village subordinate its mortgage to their new second mortgage. The Village's mortgage was created as a third mortgage. By agreeing to subordinate, the Village is agreeing to remain in junior position as a third mortgage.

In this case, the property is appraised at \$372,474. The first mortgage of \$165,574, the second mortgage of \$75,000 and the Village's \$15,000 mortgage equal total debt of \$255,574, leaving 31.38% equity. Therefore, the Village's interest is protected.

The request complies with the Village guidelines requirements: (1) the new first mortgage is at a lower interest rate than the prior mortgage; (2) there is a minimum of 15% equity remaining; and (3) the equity taken out by the homeowners will be reinvested in the property, staff is recommending the subordination.

Item Budget Commentary:

The subordination is not a direct cost to the General Fund. Staff time in document preparation, which is a regular part of loan portfolio management, is the only cost.

Proposed Action:

Approve the Resolution.

**RESOLUTION
AUTHORIZING SUBORDINATION
OF LIEN ON PROPERTY LOCATED AT
1026 South Harvey Avenue**

Whereas, the Village of Oak Park's Barrie Park Investment Program authorized the Village to make grants and loans to owners of property in the Barrie Park neighborhood for purposes of rehabilitating their properties and improving the Village's housing stock; and

Whereas, Barrie Park loans are interest-free, deferred-payment loans payable in full upon the earlier of the conveyance or transfer of any interest in the subject property by the mortgagor; or the conveyance or transfer of any interest in the subject property by the estate of the mortgagor and are supported by a Note and a Mortgage which is recorded against the property; and

Whereas, the Village awarded a Fifteen Thousand (\$15,000) loan to Joanne M. Corwin and Richard D. Corwin as the owners of 1026 South Harvey Avenue pursuant to the Barrie Park Investment Program; and

Whereas, Joanne M. Corwin and Richard D. Corwin entered into a Note for \$15,000 dated September 6, 2005; and

Whereas, the Village recorded the mortgage with the Cook County Recorder of Deeds; and

Whereas, at the time the mortgage was recorded, it was a third mortgage against the property; and

Whereas, the previous second mortgage on the property has been paid; and

Whereas, Joanne M. Corwin and Richard D. Corwin have applied and been conditionally approved for a home equity line of credit mortgage with Leyden Credit Union; and

Whereas Leyden Credit Union is conditioning the approval on being the secondary mortgage against the property; and

Whereas, the Village specifically finds that for its mortgage to remain third is consistent with the goals of the Barrie Park Investment Program.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois, as follows:

SECTION 1: FINDINGS:

The above stated recitals shall be incorporated herein as findings of fact.

SECTION 2:

The Village Manager is authorized and directed to execute a Subordination of Lien for the purposes set forth in the Findings. Said Subordination shall conform substantially to the Subordination attached hereto as Exhibit A.

SECTION 3:

The Village Manager is authorized and directed to endorse the Village's Note for the subject property with the following recital: "This Note in the amount of \$15,000 is secured by a Mortgage which is junior and subordinate to the lien of that certain Mortgage document dated _____ from Leyden Credit Union.

SECTION 4:

This Resolution shall be in full force and effect from and after its passage and adoption as provided by law.

ADOPTED this 5th day of July, 2011 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 5th day of July, 2011.

David G. Pope
Village President

Attest:

Teresa Powell
Village Clerk

Subordination of Lien

WHEREAS, Joanne M. Corwin and Richard D. Corwin, by Mortgage dated September 6, 2005, and recorded in Office of the Cook County, Illinois Recorder of Deeds on December 14, 2005 as document number 0534848033, conveyed to the Village of Oak Park, to secure an Installment Note for FIFTEEN THOUSAND and no/100 Dollars (\$15,000.00) with interest payable as therein provided, certain premises in Cook County, Illinois, described as follows:

Lot 34 (except the South 15 Feet) and the South 20 Feet of Lot 35 in Block 1 in Greendale, a Subdivision of the North 40 Acres of the South 60 Acres of the West Half of the Southwest Quarter of Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number: 16-17-311-008-0000

Common Address: 1026 South Harvey Avenue, Oak Park, Illinois 60304

And WHEREAS, Joanne M. Corwin and Richard D. Corwin, by Mortgage, dated _____, and recorded in the Office of the Cook County Recorder of Deeds as Document _____, did convey to Leyden Credit Union the same above described premises to secure an Installment Note for Seventy-five Thousand and no/100 Dollars (\$75,000.00) with interest, payable as therein provided; and

WHEREAS, the Installment Note secured by the Mortgage first described is held by the Village of Oak Park, an Illinois Municipal Corporation, as sole owner and not as agent for collection, pledge or in trust for any person, firm or corporation; and

WHEREAS, the Village of Oak Park wishes to subordinate its Mortgage lien to the Leyden Credit Union Mortgage lien recorded as Document No. _____ on _____ in the Office of the Cook County Recorder of Deeds.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) to it in hand paid, the Village of Oak Park hereby covenants and agrees with Leyden Credit Union that the Village of Oak Park's Mortgage lien and the Installment Note which it secures, as above described, shall be and remain at all times a second lien upon the above described premises subject to the above described Mortgage lien of Leyden Credit Union for all advances made or to be made on the note secured by the Leyden Credit Union Mortgage and for all other purposes specified therein.

WITNESS the Village of Oak Park has caused this Subordination to be signed by its duly authorized officer and attested by a Notary Public this ____ day of July, 2011.

ATTEST:

VILLAGE OF OAK PARK

BY: _____

Teresa Powell, Village Clerk

TITLE: _____ Village President

I, the undersigned, a Notary Public in Cook County, Illinois, do hereby certify that David Pope, Village President for the Village of Oak Park, personally known to me to be the same person whose name appears above, appeared before me this day in person and acknowledged that he signed, sealed and delivered this document as a free and voluntary act for the uses and purposes set forth herein, on behalf of the Village of Oak Park, being first duly authorized thereon to.

Given my hand and Notarial Seal _____
(Date)

(Notary Public)

Deliver to: Recorder's Office Box No. 321

F

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Approving Amendments to the Guidelines For the Small Rental Rehabilitation Loan Program

Date of Board Action: July 5, 2011

Submitted by:

Department Manager: 
Tammie Grossman

Village Manager's Office: 

Item History (Previous Board Review, Related Action, History):

Funding for a Small Rental Rehabilitation Program (SRRP) in the amount of \$100,000 was included in the 2011 CDBG and ESG draft Annual Action Plan approved by the Board on November 1, 2010. The guidelines were adopted on November 1, 2010.

The Small Rental Rehabilitation Program uses Community Development Block Grant (CDBG) funds to make forgivable loans to owners of rental property with fewer than 8 units for the rehabilitation of affordable rental housing units. The rehab funds may be used to correct health and safety violations, improve energy efficiency, and for general improvements to the units. In exchange for the loan, the property owner must rent at least 51% of the units to households earning below 80% of the Area Median Income (a family of four must earn below \$60,100) and abide by the yearly rent schedule attached to the guidelines during a specified period of time. This is known as the Affordability Period.

To qualify for the program, the property must be either a single family detached rental dwelling, or a multi-family rental property with fewer than 8 units on the same or contiguous site that is under common (1) ownership; (2) management; and (3) financing. A minimum project budget is \$2,000 per rental unit and the maximum is up to \$5,000 per rental unit inclusive of contingency. Property Owners will be required to commit (or leverage), at a minimum, 25% of the total project cost. Property owners are required to enter into a Marketing Services Agreement similar to that used in the Multifamily Rehab program, whereby they must list their units with the Oak Park Regional Housing Center.

Item Policy Commentary (Key Points, Recommendation, Background):

The Housing Programs Division is recommending several changes to the SRRP guidelines to make the program more appealing to small property owners.

1. We increased the rental limits to the HUD Fair Market Rent levels rather than the HOME rents we had previously proposed. This change will enable owners to participate in the Housing Choice Voucher program because that program uses the slightly higher rent levels. Current guidelines allow a maximum rent of \$896 for a one-bedroom unit. The new guidelines will allow a maximum rent of \$904 for the same unit.
2. We are recommending shortening the affordability period to two years for buildings receiving less than \$25,000. We have heard from several owners that smaller buildings will lose more money than they receive if they have to charge the reduced rents for 51% of their units for the five year period. We have done some of the calculations and agree that it can be financially onerous to owners.

3. We received funds from the Chicago Metropolitan Agency on Planning (CMAP) that allow us to offer owners an additional \$2,500 per unit to make energy retrofit repairs. CMAP received the funds from the Department of Energy (DOE). The funds must be used in conjunction with CDBG funded rental projects. We added language describing the program to the guidelines.
4. We clarified the Lead Based Paint testing provisions of the guidelines and are proposing a range for the Lead Based Paid Testing fee, which could run from \$350 to \$2,000 depending on the size of the building and the scope of the work. Only projects receiving more than \$5,000 in federal assistance require a lead risk assessment and interim control of lead paint hazards. Projects receiving less than \$5,000 in assistance fall under the EPA Renovation, Repair and Painting Rule, so a fee for the risk assessment is not required. In all cases there will be a fee to pay for the Lead Based Paint Clearance test at the conclusion of the rehabilitation project. Since the fee is based on the size of the building and the overall scope of the project, we decided that it would be better to have a range within which staff could determine an appropriate amount.

We have several projects that are at the bidding stage and wanted to make the program changes before putting those projects out to bid. To prevent any further delays to those projects, instead of waiting for the next Housing Programs Advisory Committee (HPAC) meeting, we circulated the changes to HPAC for their review. We asked if any HPAC member had objections to contact the Chair and a special meeting would be scheduled to review the changes. Having received no objections, we proceeded with our request to the Board.

Item Budget Commentary:

There is no impact on the General Fund. The program will use the \$100,000 in funds budgeted under the Community Development Block Grant program, and \$150,000 in funds provided by CMAP for energy retrofits.

Proposed Action:

Approve the Resolution

**RESOLUTION ADOPTING AMENDMENTS TO GUIDELINES FOR THE
SMALL RENTAL REHABILITATION PROGRAM**

Whereas, pursuant to program guidelines, the Village of Oak Park utilizes Community Development Block Grant funds to operate the Small Rental Rehabilitation Loan program to assist eligible property owners to rehabilitate their properties; and

Whereas, from time to time the Village has amended the Small Rental Rehabilitation Loan program guidelines to bring the program in line with Village goals; and

Whereas, the Village desires to clarify the guidelines to change the affordability period, clarify the use of funds for energy retrofits, clarify the lead based paint provisions and change the maximum rent levels to HUD Fair Market Rents; and

Whereas, the Chicago Metropolitan Agency for Planning (CMAP) has made funds available for the Village to use toward energy improvement rehab activities at small rental properties; and

Whereas, the Board finds that these clarifications are in the best interests of the Village.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois, as follows:

Section 1: That the Board adopts the foregoing preambles as its findings of fact.

Section 2: The Board adopts the Small Rental Rehabilitation Loan Program guidelines attached as Exhibit A as the governing guidelines for the Small Rental Rehabilitation Loan Program.

Section 3: THIS RESOLUTION shall be in full force and effect from and after its adoption as provided by law.

ADOPTED this 5th day of July 2011 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 5th day of July, 2011.

Attest:

Teresa Powell, Village Clerk

David G. Pope
Village President

IV. Project Budget

A. CDBG portion

A minimum CDBG project budget is \$2,000 per rental unit and the maximum is up to \$5,000 per rental unit inclusive of contingency. Priority will be given to applications with units having three or more bedrooms.

B. Owner Contribution

Property Owners will be required to commit (or leverage), at a minimum, 25% of the total project cost. The total project cost includes the hard costs of rehabilitation, the incremental increase in costs due to mitigation of Lead Based Paint related hazards, inspection fees, recording fees, and other soft costs associated with the project. To meet the owner contribution requirement, property owners may apply for up to an additional \$2,500 per unit from the Multi-Unit Retrofit Loan Improvement Program. Any costs exceeding the per unit maximums must be paid by the Owner.

C. Multi-Unit Retrofit Loan Improvement Program to improve energy efficiency

Formatted: Font: Bold

The Village entered into a contract with the Chicago Metropolitan Agency for Planning (CMAP) to provide funds to property owners for energy related retrofits. The funding source for this contract is the U.S. Department of Energy (DOE). The DOE is not a party to the agreement. Subject to funding availability, property owners may apply for up to an additional \$2,500 per unit for purposes of increasing building energy efficiency during building rehabilitation projects beyond that required by local code or CDBG requirements by adding any or all of the following measures:

- (1) Installation of insulation
- (2) Installation of efficient lighting
- (3) Heating, venting and air conditioning (HVAC) and high-efficiency shower/faucet upgrades
- (4) Air Sealing
- (5) The purchase and installation of ENERGY STAR appliances
- (6) Installation of solar powered or conventional garbage compactors with improved efficiency.

Subject to availability, the Village will provide funds to owners under the same repayment terms and conditions as the CDBG funds. Multi-Unit Retrofit Loan funds are available only in conjunction with the CDBG rehab funds.

D. Lead Based Paint Testing Fee

A non-refundable fee in the minimum amount of \$500 for a single rental unit up to \$2,000.00 for buildings up to 7 units will be due upon Board approval of the CDBG application. Staff will determine the amount of the non-refundable fee based on previous costs prior to submission of the CDBG application to the Board of Trustees for approval and will notify the owner in writing within fourteen (14) days of Board Meeting. This fee will be held in escrow to be applied towards the cost of the Lead Based Paint Risk Assessment and Lead Based Paint Clearance Testing, if necessary.

- Deleted: c.
- Deleted: of a
- Inserted: a
- Deleted:
- Deleted: will
- Deleted: exact
- Deleted: must accompany each full application for assistance.

Any unspent funds remaining from this fee will be applied to the project as leveraged funds.

V. CDBG Loan Terms and Conditions

A. Mortgage and Agreement

The Village will place a lien in the form of a Mortgage against all assisted properties for the amount of CDBG and the Multi-unit Retrofit Improvement loan funds provided to the Property Owner. Property Owners receiving more than \$25,000 in CDBG Funds must abide by all terms of the mortgage and the Small Rental Rehabilitation Program Loan Commitment and Agreement (the Agreement), for five (5) years, known as the Affordability Period. Property Owners receiving less than \$25,000 in CDBG Funds must abide by all terms of the mortgage and the Small Rental Rehabilitation Program Loan Commitment and Agreement (the Agreement), for two (2) years, known as the Affordability Period. The final mortgage/lien amount will include all rehabilitation costs (including the incremental increase in costs associated with lead based paint, if applicable and related items) and all soft costs charged to the project, up to the maximum amount for which the property is eligible. The mortgage will bear no interest and the lien in the full amount of CDBG assistance provided will be discharged if the owner satisfies all terms and conditions of Mortgage and Agreement for the full length of the Affordability Period. If the Owner does not satisfy the terms and conditions of those documents during the Affordability Period, the Owner will be required to repay the entire lien amount with 12% required interest, or the highest amount permitted by law, whichever is less.

Deleted: The

Deleted: .

Deleted:

B. Transfer of Ownership

If the property is sold prior to the end of the Affordability Period, the lien with the required 12% interest (or the highest amount permitted by law, whichever is less) must be repaid to the Village of Oak Park. The Village may waive this requirement if the new Property Owner agrees to continue to abide by the terms of the Affordability Period. This arrangement must be agreed upon in writing by all interested parties prior to the sale of the property.

C. Subordination

The Village will agree to subordinate its lien only for refinancing of debt from existing mortgages for rate and/or term improvement. The Village will only agree to subordinate its lien if the new mortgage does not include any new debt, with the exception of closing costs and fees. Subordinations must be approved by the Village Board of Trustees.

Deleted: the CDBG

D. Marketing Services Agreement

During the term of the affordability period, property owners are required to make a good faith effort to affirmatively market the units in their building with the cooperation and assistance of the Village of Oak Park and its designated Marketing Agent. Property Owners are required to list all vacancies with the Village's Marketing Agent. The Village's Marketing Agent will waive all fees to the building owner for their marketing services. The Owner will remain responsible for credit checks, security

Village of Oak Park Small Rental Rehabilitation Program Guidelines

I. Project Funding

The Village of Oak Park intends to use Community Development Block Grant (CDBG) funds for the rehabilitation of affordable rental housing units for rental properties with fewer than 8 units.

II. Types of Property

The property must be either a single family detached rental dwelling or a multi-family rental property with fewer than 8 units on the same or contiguous site that are under common (1) ownership; (2) management; and (3) financing.

III. Property Eligibility

Properties must be located in the Village of Oak Park. Properties cannot be for sale, in foreclosure, or involved in any legal dispute or court action. All assisted units must be located on the upper level of mixed use buildings.

For each property identified for rehabilitation, Property Owners will be required to complete a Pre-application form and be current on all municipal financial obligations. Along with this completed form, Property Owners will be required to provide and/or complete the following documentation:

- **Proof of property ownership** - Applicant must be an individual or family who has ownership of an eligible property and must provide a copy of the recorded Warranty Deed establishing ownership of the property.
- **Proof of property insurance** - Applicant must provide proof of adequate property insurance at the time of application and will be required to maintain loss payable insurance on the property for the duration of the loan and provide proof annually. The Village of Oak Park must be placed on the policy as a lien holder once the project is approved.
- **Proof of paid property taxes** - Housing Programs Division will verify that all taxes against the identified property are current and the Applicant will be required to keep the tax payments current for the duration of the loan.
- **Verification of existing mortgage (if applicable)** - Applicant must provide mortgage loan account number and lien holder information to the Housing Programs Division. Any existing mortgages against the subject property must be in good standing. Applicants must have a post-rehab equity of at least 15%.

deposit procedures, and the final determination of renting to all tenants. All tenant applications will be taken and processed in the order in which they are received consistent with Federal, State and Local Fair Housing Laws. Any Fair Housing Complaints will be referred to the Housing Programs Manager and the Director of Community Relations.

VI. Application Process

A. Packet

If the property meets eligibility requirements listed in Section III above, the Property Owner must complete a full Application packet for assistance with the Housing Programs Division. The Property Owner must complete and provide the following documents to the Housing Programs Division:

- Property Owner Application for Assistance
- Lead Based Paint Testing Fee
- Occupancy Report
- If available, pre-evaluation Disclosure of Lead Based Paint Hazards (as applicable)
- Property Owner Program Agreement
- Letter of commitment from Property Owner or Lender documenting availability of the Property Owner's minimum 25% contribution
- Copies of: Current Profit and Loss statements for occupied units

B. Tenant Notification

At the time that a Property Owner completes the Application for assistance, the Property Owner must send each Tenant Household currently residing in the subject property a notification, via certified mail, that the Property Owner has applied for Federal rehabilitation dollars. This letter (URA #1) will be provided by the Village and will outline the Tenant Household's pre-construction rights under the Uniform Relocation Act.

Deleted: Pre-a

As part of the Property Owner's submission of a full Application for assistance, each current Tenant Household will be required to complete the following documents:

- Tenant Profile Form
- General Release of Information form
- Lead Based Paint and Fair Housing Receipt of Information form
- Utility Account Release form, if energy improvement funds are requested.

Deleted:

C. Priority of Processing Applications

Applications will not be considered "complete" by the Housing Programs Division until all of the required Property Owner and Tenant Household information has been provided. Applications will be processed on a "first qualified - first served" basis and not necessarily in the order in which they are received. Failure to provide the required information and/or documentation in a timely manner may result in the delay or denial of assistance. Priority will be given to applications with units with three or more bedrooms.

VII. Determining Scope of Work

A. Types of Eligible Property Improvements

All general interior improvements are eligible. It is expected that all properties, at the conclusion of the project, will have properly insulated walls and ceilings, energy efficient windows and/or storm windows, and energy efficient central heating and cooling systems, and shared or individual laundry facilities, to the extent practicable. Separate utility service for each unit is required.

The scope of work will be determined based upon the initial property inspection by the Housing Programs Division, local and state building regulations, HUD Housing Quality Standards, and Property Owner desired improvements.

B. Specification Preparation, Cost Estimate and Bidding

After the Housing Programs Division determines that the property meets the initial eligibility criteria listed in Section III above, the Housing Programs Division will complete a Housing Quality Standards and property inspection. Based upon this information, and any other proposed improvements to the property, the Housing Programs Division will complete a Cost Estimate. Photos will be sent to the Historic Preservation Officer for historical compliance. Any architectural features deemed historically significant that must be preserved or repaired in accordance with Historic Preservation guidelines will be incorporated into the final Work Specifications.

The Owner will provide architectural drawings, including all mechanical, plumbing, electrical, and material schedules from a qualified architect or draftsman when new units will be created from previously unoccupied space, or in the event that substantial rehabilitation of existing units will occur. The Owner must make these renderings available to the Housing Programs Division prior to the writing of the Work Specifications. These drawings must also be reviewed and approved by the Village of Oak Park Department of Building & Property Standards.

The Housing Programs Division will write Work Specifications outlining the items to be completed (including Lead Based Paint, Local Building Code, Zoning and Ordinance requirements) and submit the specifications to the Property Owner and all other appropriate parties for review and written approval as required.

The Housing Programs Division will review the Cost Estimate with the Property Owner for economic feasibility, and review whether the Property Owner and Tenant Household(s) have met all Small Rental Rehabilitation Program requirements. If required, a Lead Based Paint Risk Assessment on the residential portion of the building will be performed by appropriately certified personnel.

Upon approval of the Work Specifications and completion of the cost estimate, the Housing Programs Division or designee will hold an on-site bid orientation to assist the Property Owner in soliciting bids from approved, licensed/certified General

Contractors. The Property Owner will select the bidders from a list provided by the Housing Programs Division. The Property Owner may select a Contractor or Sub-Contractor who is not on this list, however, the Contractor or Sub-Contractor must meet all of the standards of the Rental Rehabilitation Program. At least two complete bids must be received per project.

The Housing Programs Division shall create a Bid Tabulation and provide this information to the Property Owner. The lowest, *responsible* bid will establish the cost of the project. If the Property Owner desires to utilize a higher bidder, he/she will be responsible for the difference in cost. Once the Property Owner has selected a Contractor, the Housing Programs Advisory Committee will recommend approval or denial of the request for funds. Recommended approvals will be forwarded to the Board of Trustees for consideration and final action.

The Property Owner and selected Contractor will be required to obtain all appropriate work permits from the Department of Building and Property Standards. The Village of Oak Park will waive permit fees for work that falls within the approved Scope of Work. Prior to obtaining any permit, the property owner and/or contractor will obtain a certification from the Housing Programs Division that the work falls within the approved Scope of Work.

C. Lead Based Paint

For all properties built prior to 1978, all painted surfaces must be presumed to contain lead, unless testing proves otherwise. For properties where the total amount of loan assistance is below \$5,000 per unit, all work must be performed using lead safe work practices, in accordance with HUD's Lead-Safe Housing Rule and the EPA's Renovation, Repair and Painting Rule. For properties where the total amount of loan assistance exceeds \$5,000 per unit, a Risk Assessment must be performed and interim controls must be performed for all Lead Based Paint Hazards. All work on lead containing surfaces must be performed in accordance with HUD's Lead-Safe Housing Rule using appropriately licensed workers and supervisors. Any incremental construction costs due to Lead Based Paint Hazards may be paid out of the CDBG loan funds or the owner's portion of the total rehab cost.

All properties must pass a final Clearance test. Multiple Clearance tests may be required depending on the length and type of Lead Based Paint work being performed. The Housing Programs Division will use the Lead Based Paint Testing Fee to pay for a Risk Assessment if needed and the initial Clearance test. If the Lead Based Paint Testing Fee is not enough to cover the cost of the testing, the additional costs will be added to the loan, up to the maximum amount available. If the initial clearance test on any area fails, then the Contractor who performed the Lead Based Paint reduction work will be responsible for payment of all subsequent tests until clearance of the area in question is obtained.

Deleted: C.
Formatted: Bullets and Numbering
Formatted: Font: Not Bold

Deleted: he
Inserted: he the CDBG loan funds or the owner's portion of the total rehab cost.
Deleted: If required, any property built prior to 1978 will have a Lead Based Paint Risk Assessment performed to detect any Lead Based Paint hazards. All known hazards will become part of the Work Specifications. The incremental costs in construction due to Lead Based Paint hazards may be paid for out of CDBG loan funds or the owner's portion and will be included as part of the total rehab cost. ¶

Formatted: Font: Not Bold
Deleted: Owner's Escrowed funds
Formatted: Font: Not Bold
Deleted: escrowed fees are
Deleted: If required, Property Owners will receive a copy of the Lead Based Paint Risk Assessment and Clearance report and must post these reports in a conspicuous area of their property for the purpose of notifying Tenant Households as to the presence and remediation of Lead Based Paint hazards.

The Owner must post notices of all Lead-Based Paint activities as required by HUD's Lead-Safe Housing Rule and the EPA's Renovation, Repair and Painting Rule, and make all reports available to all present and future tenants.

D. Contractor Payment

For the duration of the project, contractors may make multiple payment requests to the Housing Programs Division. The Village will retain 20% of the total amount requested from each interim payment request. The Village of Oak Park will not provide "advance" money or authorize payment for items which are not completed or properly installed with the exception of "rough-in" installations of plumbing, electrical or mechanical systems. Upon completion of the improvements, the Village will inspect the contractor's work. After the property passes its final inspection and the Village receives the contractor's signed waiver of lien, the Village will make the final payment to the contractor.

VIII. Loan Approval Process

Once the project has been reviewed by the Housing Programs Advisory Committee and approved by the Village of Oak Park Board of Trustees, the Property Owner will be notified, in writing, of the approval or denial of the project. If the project has been approved, the Property Owner must deposit their lead based paint testing fee into the Housing Programs Division's escrow account and sign and complete the following CDBG loan documents:

- Loan Commitment and Agreement
- Mortgage and Note
- Rent Affordability Checklist (signed by Property Owner)

At, or after loan closing, the Property Owner and Contractor execute the following documents:

- Property Owner/Contractor Agreement
- Occupant Protection Plan for Lead-Based Paint activities
- Contractor Lead Based Paint Certification form (for Interim Control activities only)

IX. Uniform Relocation Act

As stated above, all Tenant Households in place at the time that the Property Owner applies for funds will be notified of the Property Owner's intent to rehabilitate the property with Federal funds. This letter is referred to as the General Information Notice (URA #1). Once the project has been approved and a construction start date has been established, these same Tenant Households will receive a Notice of Non-Displacement (URA #2).

Deleted: All work performed on lead-containing surfaces must conform to Lead Based Paint Safe Work Practices and/or lead hazard treatments as indicated in the Work Specifications and must be supervised by an Illinois Licensed Lead Supervisor and performed by Illinois Licensed Lead Workers trained in Lead Based Paint Safe Work Practices and/or Abatement measures, in accordance with HUD regulation (24 CFR 35.1330 (a)(4)) and the Environmental Protection Agency's Renovation Repair and Painting Rule (40 C.F.R Part 745). ¶

Deleted: In order to ensure compliance with HUD and State of Illinois Lead Based Paint regulations, all participating General Contractors who do not possess the required Lead Based Paint certifications will be required to Sub-Contract with an appropriately Illinois Licensed Lead Supervisor. As part of the bid package, a list of Illinois Licensed Contractors will be provided to all bidders by the Housing Programs Division.

Deleted: leveraged funds

Deleted: • Insurance Change Agreement ¶

Deleted: Interim Control or Abatement

Deleted: • Notice to Proceed order (issued by Property Owner) ¶

A third notice (Notice to Prospective Tenant) must be given to all prospective Tenant Households prior to their signing of a lease during the period between project approval and the completion of the rehabilitation activities.

***** Generally, existing Tenant Households are not required to re-locate during rehabilitation activities; however, if re-location is necessary due to these activities, all costs associated with displacement will be the sole responsibility of the Property Owner.**

X. Ongoing Program Compliance

A. Number of Required Restricted Units per Property

During the term of the affordability period described above, the Property Owner agrees that the following number of units based on building size will be rented to tenants with household income at or below 80% of the Area Median Income for Cook County. Property Owners must provide each Tenant Household a copy of "Fair Housing – It's Your Right" and the Lead Based Paint booklet "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools" prior to the Tenant signing a lease. The Tenant must sign an acknowledgement letter indicating that they have received the booklet.

Number of Total Units	Number of Restricted Units
One	One
Two	One
Three	Two
Four	Three
Five	Three
Six	Four
Seven	Four

*****All documentation pertaining to this program must be maintained by the Property Owner for a minimum of 5 years beginning on the date when all units of a project are occupied.*****

B. Maximum Rent For Restricted Units

The maximum contract rent charged cannot exceed the HUD Fair Market Rents currently in effect. This applies to units with tenants in place at the time of rehabilitation and for vacant or newly created units at the time of initial occupancy. Property Owners and their immediate families are not eligible to rent the restricted units.

C. For all Units

If rents charged by the Owner prior to the submission of the application were less than maximum allowable rents under the program, the Owner may not increase rents on occupied units, regardless of Tenant Household income, from the pre-rehab rent for a minimum of one year after rehabilitation has been completed.

D. Prospective Tenants

Formatted: Font: Franklin Gothic Book

Deleted: the most current HOME rent limits published by HUD for the Chicago-Naperville-Joliet, IL area depending on the income level of the applicant.

Deleted: ¶
 ¶
 For units with Tenant paid utilities (except for telephone and cable television), the maximum contract rent that may be charged will be the applicable HOME rent limit less the cost of all Tenant paid utilities as determined by the Oak Park Housing Authority Annual Utility Schedule. ¶

The Property Owner must submit all Village of Oak Park/HUD required documentation, along with a copy of the lease, to the Housing Programs Division for review at least **5 days** prior to entering into a lease agreement with a prospective Tenant Household. This applies only at initial occupancy of units that are newly created or for existing units that were vacant at the time of rehabilitation.

E. Accessibility Modifications

A Property Owner must make reasonable accommodations in rules, policies, practices, or services when accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy residential real property. The Property Owner shall not refuse to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by the person with a disability, if that modification may be necessary to afford that person full enjoyment of the premises. Reasonable modifications may include things such as handrails and countertops. The person with the disability may be required to return the premises to its original condition upon vacating the premises.

Deleted: raised

F. HUD Housing Quality Standards

At project completion, all CDBG assisted and non CDBG assisted units and common areas must comply and to comply at a minimum with Housing Quality Standards guidelines. During the Affordability Period, properties will be inspected at year 2 after project completion and in year 4 after project completion.

H

VILLAGE OF OAK PARK
CITIZEN ADVISORY BOARD AND COMMISSION

AGENDA ITEM COMMENTARY

Item Title: Ordinance Authorizing Amendment of Section 7-9-8F of the Village Code Designating 130 S. East Avenue and 629 Fair Oaks Avenue as Oak Park Historic Landmarks as Reviewed at the June 20, 2011 Village Board Meeting.

Ordinance No: _____
Date of Board Action: July 5, 2011

Submitted by: Christina Morris, Chairperson
Oak Park Historic Preservation Commission

Department Liaison: Douglas Moore
Village Manager's Office: _____

Commission Issue Processing:
The Historic Preservation Ordinance, adopted by the Village Board in 1994, enables the Historic Preservation Commission to recommend, and the Village Board to adopt by Ordinance, local landmarks within the Village. The property must meet one or more of 8 criteria for designation as listed in the ordinance. The ordinance calls for the Commission to hold a public hearing and then forward a recommendation in the form of a Resolution to the Village Board. Upon receipt of the Resolution and nomination report, the Village Board has 30 days in which to designate or reject the nomination by simple majority. Upon approval, the Board shall enact an ordinance designating the landmark.

A. Nomination for Landmark status submitted: May 3 and May 6, 2011
B. HPC preliminary determination of eligibility: May 12, 2011
C. HPC public hearing; approved Resolution and Findings of Fact: June 9, 2011
D. Village Board accepted Findings of Fact and Resolution from HPC: June 20, 2011

Item History:
The Historic Preservation Commission received completed Oak Park Historic Landmark nomination forms for 130 S. East on May 3, 2011 and for 629 Fair Oaks on May 6, 2011. The Historic Preservation Commission conducted a preliminary determination of eligibility on May 12, 2011 which determined that the properties met one or more criteria for designation contained in the Historic Preservation Ordinance.

The Historic Preservation Commission conducted the required Public Hearing on June 9, 2011. Legal Notice of the Public Hearing was published in the May 25, 2011 Wednesday Journal and hearing notices were mailed to Village property owners within 250 feet of the site.

The Historic Preservation Commission approved both nominations as the Findings of Fact and recommended approval of both properties as Oak Park Historic Landmarks by Resolution on June 9, 2011 as is mandated in the Historic Preservation Ordinance.

Item Policy Commentary:

The property at 130 S. East Avenue is known as the *John D. Caldwell House*. The two story wood frame house was constructed in 1890 in the Queen Anne style. The property is significant for its architecture and for its association with the Caldwell family, who owned the property for 64 years. The property meets the following criteria under section 7-9-5 of the Historic Preservation Ordinance “Criteria for Designation of Historic Landmarks and Interior Historic Landmarks”:

1. Significance as an example of the architectural, cultural, economic, historic or social development or heritage of the Village of Oak Park, the State or the United States.
3. Identification with a person or persons who significantly contributed to the architectural, cultural, economic, historic or social heritage, or other aspect, of the Village of Oak Park, the State, or the United States.
5. Embodiment of those distinguishing characteristics of a significant architectural style.

The property at 629 Fair Oaks Avenue is known as the *Charles W. Helder House*. The two story stucco house was constructed in 1906 in the Prairie style. The property is significant for its architecture and for its association with architect Charles E. White, Jr. The property meets the following criteria under section 7-9-5 of the Historic Preservation Ordinance “Criteria for Designation of Historic Landmarks and Interior Historic Landmarks”:

1. Significance as an example of the architectural, cultural, economic, historic or social development or heritage of the Village of Oak Park, the State or the United States.
3. Identification with a person or persons who significantly contributed to the architectural, cultural, economic, historic or social heritage, or other aspect, of the Village of Oak Park, the State, or the United States.
5. Embodiment of those distinguishing characteristics of a significant architectural style.
6. Identification as the work of an architect whose individual work is significant in the development of the Village of Oak Park, the State, or the United States

Staff Commentary:

On June 20, 2011 the Village Board accepted the Historic Preservation Commission’s resolutions and recommendations and directed staff to prepare the necessary ordinance. Village staff recommends adoption of the ordinance designating 130 S. East and 629 Fair Oaks as Oak Park Historic Landmarks.

Item Budget Commentary:

The amount of \$500 has been budgeted for a bronze plaque for each property. The current remaining 2011 balance is \$1,250.

Proposed Action:

Move to adopt the ordinance designating 130 S. East Avenue and 629 Fair Oaks Avenue as Oak Park Historic Landmarks.

Ordinance designating Oak Park Historic Landmark

**ORDINANCE AUTHORIZING AMENDMENT OF SECTION 7-9-8F
OF THE VILLAGE CODE RELATING TO HISTORIC LANDMARKS**

BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, in accordance with the Home Rule Powers granted to it under Article VII, Section 6 of the Constitution of the State of Illinois (1970), as amended, as follows:

SECTION 1: That the Village Board approves and adopts the findings and recommendations of the Historic Preservation Commission set forth in its Resolution attached hereto as Exhibit A.

SECTION 2: That Section 7-9-8F of the Village Code entitled "Designation of Historic Landmarks and Interior Historic Landmarks" is hereby amended to read as follows:

**7-9-8: DESIGNATION OF HISTORIC LANDMARKS AND INTERIOR HISTORIC
LANDMARKS:**

F. The following properties and/or improvements have been designated as Oak Park Historic Landmarks (including Interior Landmarks) pursuant to this Article:

1. Frank Lloyd Wright Home & Studio
428 Forest and 951 Chicago Avenue
Interior, Exterior and Improvements
2. John Farson Home
217 Home Avenue
Exterior, Walk and Fence
3. Pilgrim Congregational Church
460 Lake Street
Exterior
4. Unity Temple
875 Lake Street
Interior and Exterior
5. Ernest Hemingway Birthplace Home
339 N. Oak Park Avenue
Interior and Exterior

6. The Plaza Hotel
123 S. Marion Street
Exterior
7. The Plaza Hotel
123 S. Marion Street
Interior
The lobby or foyer area including: the four-story atrium with a turned spindle latticework stairway, the ornamental stained and beveled glass door surround between the foyer of the original building and the former dining area in the addition, and the two (2) brick archways leading off from the foyer area. (Ord. 1998-0-14, 3-16-98)
8. The Hills-DeCaro House
313 Forest Avenue
Exterior
9. The Rollin Furbeck House
515 Fair Oaks Avenue
Exterior
10. The Harry S. Adams House
710 Augusta Street
Exterior – House and Coach House
11. The George Furbeck House
223 N. Euclid Avenue
Exterior
12. The Thomas Gale House
1027 Chicago Avenue
Exterior
13. The Oak Park and River Forest Day Nursery
1139 Randolph Street
Exterior
14. Charles Roberts House
321 N. Euclid Avenue
Exterior – House and Garage
15. Roberts Building
300-304 N. Grove Avenue/818 Erie Street
Exterior
16. Odd Fellows Hall
812-818 Harrison Street
Exterior

17. The Albert and Kittie Ernst House
1023 Wenonah Avenue
Exterior
18. Oak Park Conservatory
615 Garfield Street
Exterior – Original Structure
19. Park Grove and Park View Manor
173-181 N. Grove Avenue
Exterior
20. Bishop Quarter School Addition
605 Lake Street
Exterior
21. C. A. Sharpe House (Cheney Mansion)
220 N. Euclid Avenue
Exterior – House, Greenhouse, Coach House, Fence
22. Andreas Brisch House
701 S. East Avenue
Exterior
23. Harold C. Lewis House
950 Columbian Avenue
Exterior
24. George and James Tough House
1045 Wesley Avenue
Exterior – House and Garage
25. Poley Building
408-410 S. Austin Blvd.
Exterior
26. Margaret Morse House
1036 Fair Oaks Avenue
Exterior
27. Albert Schneider House
553 N. Marion Street
Exterior
28. Dorothy Manor Apartments
424-426 S. Austin Blvd.
Exterior
29. Maze Branch Library
845 Gunderson Avenue
Exterior, Interior (Main Floor, Foyer)

30. First United Methodist Church
324 N. Oak Park Avenue
Exterior
31. Howard Jenkins House
500 Linden Avenue
Exterior – House and Garage
32. Dr. Harry Bernhardt Cottage
705 S. East Avenue
Exterior – House and Garage
33. Charles W. Eils House
625 S. Oak Park Avenue
Exterior – House and Garage
34. Boulevard Arcade Building
1033 South Boulevard
Exterior
35. Cicero Fire House No. 2
129 Lake Street
Exterior
36. Gustaf and Fride Benson House
1139 Woodbine Avenue
Exterior – House and Garage
37. Robert Parker House
1019 Chicago Avenue
Exterior
38. Linden Apartments
175-181 Linden Avenue/643-645 Ontario Street
Exterior – Building and Garage
39. Charles Schwerin House
639 Fair Oaks Avenue
Exterior – House and Garage
40. Edward and Caroline McCready House
231 N. Euclid Avenue
Exterior – House, Garage, and Retaining Wall
41. Russell Wallace House
178 N. Euclid Avenue
Exterior – House and Garage

42. Charles S. Castle House
647 Linden Avenue
Exterior – House and Garage
43. Joseph D. Everett House
228 Forest Avenue
Exterior
44. Chester Flitcraft House
845 Chicago Avenue
Exterior
45. Paul Blatchford House No. 1
250 Forest Avenue
Exterior
46. William A. Douglass House
317 N. Kenilworth Avenue
Exterior, Coach House
47. Nineteenth Century Club
178 Forest Avenue
Exterior
48. Rutherford-Dodge House
308 N. Oak Park Avenue
Exterior
49. Vernon W. Skiff House
633 N. East Avenue
Exterior, Coach House, Fence
50. Charles E. Matthews House
432 N. Kenilworth Avenue
Exterior, Garage
51. Harlem Office Building
1515 N. Harlem Avenue
Exterior
52. ***John D. Caldwell House***
130 S. East Avenue
Exterior
53. ***Charles W. Helder House***
629 Fair Oaks Avenue
Exterior, Garage

SECTION 3: THIS ORDINANCE shall be in full force and effect from and after its adoption and publication in accordance with law.

ADOPTED this 5th day of July 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 5th day of July 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

J

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Motion to Direct Staff to Prepare the Necessary Documents Authorizing the Sale of Oak Park Residence Corporation Property Secured by Village of Oak Park Mortgages, Forgiving Delinquency, if any, and Allowing Oak Park Residence Corporation to Use Proceeds of Sale For Loan Due at 16-24 N. Austin

Date of Board Action: July 5, 2011

Submitted by:

Department Manager: Tammie Grossman
Tammie Grossman

Department Manager: Janis Akerstrom
Janis Akerstrom

Village Manager's Office: [Signature]

Item History (Previous Board Review, Related Action, History):

In 2004, the Village of Oak Park requested that the Village's partner agency, Oak Park Residence Corporation (OPRC) purchase a two flat that was in foreclosure, located at 26 S. Austin Blvd. At the time, the Village was concerned that the foreclosure would cause neighborhood destabilization on that block. The two-flat was in very poor condition.

On June 7th, 2004, two loans to OPRC were approved by the Village Board: one to finance the purchase and one to finance the rehabilitation of the two flat. The loans were funded from the OPRC Acquisition and Rehabilitation Revolving Loan Fund, an activity created by the Village in 2002 for the purpose of making housing loans to OPRC. This revolving loan fund contained funds repaid by OPRC to the Village from earlier CDBG (Community Development Block Grant) housing loans provided to OPRC. The two 26 S. Austin loans carried the CDBG requirement for the OPRC to maintain the current use of the building for a minimum of five years, including keeping one of the rental units as affordable and renting it to a low or moderate income household at affordable rents. That five year period expired on June 7, 2009 and the loans will come due on June 7th, 2024. The loan also provided that should the property be sold for less than the Village's mortgages that any deficiency would be forgiven.

Recently, the OPRC has considered selling the property located at 26 S. Austin. The OPRC is contemplating selling the property for a couple of reasons. First, as a two flat the property is not the typical OPRC building and the OPRC believes that selling it at this time will not detract from the neighborhood stabilization goal originally contemplated. Second, the OPRC would like to use the proceeds from the sale to invest in a property that does better fit within the organization's mission.

In January 2008, the OPRC purchased the multi-family building located at 16-24 N. Austin Blvd from the Schuman Corporation. This 31 unit building was in need of rehabilitation and given its location is viewed as an important building related to Village's diversity goals along Austin Blvd. In order to obtain the financing necessary to purchase the building, the Schuman Corporation agreed to accept an interest-only promissory note from the OPRC for \$500,000 which is due in full on January 2013. Staff also toured this building and was favorably impressed with the condition of the building and of the rehab activities. The OPRC was able to turn this building around without Village funds, while at the same time sustaining significant cuts to the operating subsidy that the Village had previously provided. The OPRC would like to use the proceeds of the sale of 26 S. Austin to pay the loan at 16-24 N. Austin.

Item Policy Commentary (Key Points, Recommendation, Background):

After discussing the matter and reviewing the CDBG regulations and current funding priorities, staff is recommending that, the Village support the sale of the property and if the sale price for the property is

less than the amount of Village's mortgages, that the Village agree to forgive any delinquency as provided for the in mortgages and that the OPRC be required to use the proceeds of the sale of 26 S. Austin to offset the outstanding loan at 16-24 N. Austin. The OPRC is unlikely to divest itself of the property located at 16-24 N. Austin and using the funds to pay the acquisition loan on this property is consistent with the CDBG goal of increasing affordable housing to low and moderate households.

Item Budget Commentary:

There is no impact on the General Fund.

Proposed Action:

Approve the Motion.

K

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing Execution of an Agreement Between Chicago Metropolitan Agency for Planning and the Village of Oak Park for the Village to Serve as a Local Program Administrator for the Multi-Unit Retrofit Improvement Loan Program.

Date of Board Action: July 5, 2011

Department Manager: Tammie Grossman
Tammie Grossman

Village Manager's Office: USA

Item History (Previous Board Review, Related Action, History):

In November 2010, the Board of Trustees approved the creation of a Small Rental Rehabilitation Program (SRRP) for rehabilitation of buildings with fewer than 8 units. The SRRP is funded in the amount of \$100,000 from Community Development Block Grant (CDBG) Funds and is available to fund loans to owners of rental property with fewer than 8 units for the rehabilitation of affordable rental housing units. In exchange for the loan, the property owner must rent at least 51% of the units at a reduced rent level to households earning below 80% of the Area Median Income for a specified period of time depending on the amount of funds received.

On November 8, 2010, the Chicago Metropolitan Agency for Planning (CMAP) invited the Village to apply for an award of ARRA funds for energy efficient upgrades. CMAP has reserved \$50,000 for the Village, subject to approval of the grant documents. The CMAP grant will provide funding for the Village to make forgivable loans under the same terms as the SRRP funds of up to \$2,500 per unit to the property owners who participate in the SRRP program. Under the Multi-Unit Retrofit Loan Improvement Program, participants in the Village's SRRP will be eligible to use these additional funds to make energy efficiency upgrades, including the following measures:

- (1) installation of insulation;
- (2) installation of efficient lighting;
- (3) heating, venting, and air conditioning (HVAC) and high-efficiency shower/faucet upgrades;
- (4) air sealing;
- (5) the purchase and installation of Energy Star appliances; and
- (6) installation of solar powered or conventional garbage compactors with improved efficiency.

The CMAP award is payable as three installments of \$50,000 each and must be fully expended by May 2013.

Item Policy Commentary (Key Points, Recommendation, Background):

The Housing Programs Division will administer the program using existing staff. In anticipation of receiving this grant, staff has been working with SRRP applicants to determine a scope of work that includes the allowed energy efficiency upgrades. We are currently processing applications totaling 13 units and anticipate bringing some of those projects to the Board in late July 2011.

Item Budget Commentary:

There is no impact on the General Fund other than staff time to administer the program. The program will use the \$150,000 in funds provided for in the contract.

Proposed Action:

Approve the Resolution

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN CHICAGO METROPOLITAN AGENCY FOR PLANNING AND VILLAGE OF OAK PARK SERVING AS LOCAL PROGRAM ADMINISTRATOR OF THE MULTI-UNIT RETROFIT IMPROVEMENT LOAN PROGRAM

Whereas, Village of Oak Park adopted a small rental rehabilitation loan program for rental buildings with fewer than 8 units in order to increase the supply of affordable housing for persons earning under 80% of the area median income; and

Whereas, the rehabilitation of affordable housing units serves to combat racial segregation and to ensure the upkeep of multi-family buildings; and

Whereas, the Small Rental Rehabilitation Program uses Community Development Block Grant (CDBG) funds to provide rehabilitation loans to participating owners; and

Whereas, the Chicago Metropolitan Agency for Planning (CMAP) selected the Village of Oak Park to be a Local Program Administrator for a Multi-Unit Retrofit Improvement Loan Program to make energy efficiency upgrades to those properties that participate in the CDBG funded SRRP; and

Whereas, under the CMAP grant, \$150,000 in funds are reserved to be awarded as forgivable loans to program participants of the SRRP in three phases of \$50,000 each; and

Whereas, the Board of Trustees finds that accepting these funds and undertaking to administer this program of energy efficient upgrades is in the Village's best interests.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois, as follows:

Section 1: That foregoing preambles are adopted as findings of fact.

Section 2: The Village Manager is authorized and directed to execute an Agreement between Chicago Metropolitan Agency for Planning and Village of Oak Park Serving as Local Program Administrator of the Multi-Unit Retrofit Improvement Loan Program, which agreement shall substantially conform to the Agreement attached hereto.

Section 3: THIS RESOLUTION shall be in full force and effect from and after its adoption as provided by law.

ADOPTED this 5th day of July, 2011 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

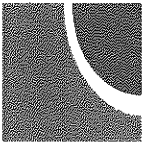
ABSENT: _____

APPROVED by me this 5th day of July 2011.

David G. Pope
Village President

Attest:

Teresa Powell, Village Clerk



Chicago Metropolitan Agency for Planning

233 South Wacker Drive
Suite 800
Chicago, Illinois 60606

312 454 0400
www.cmap.illinois.gov

CMAP Contract # C-11-0040

AMENDMENT 1

AGREEMENT BETWEEN

CHICAGO METROPOLITAN AGENCY FOR PLANNING

And

VILLAGE OF OAK PARK

(serving as Local Program Administrator for the Multi-Unit Retrofit Improvement Loan Program)

**MULTI-UNIT RETROFIT LOAN IMPROVEMENT PROGRAM
OF THE ENERGY IMPACT ILLINOIS (EI2) PROGRAM
(formerly the Chicago Region Retrofit Ramp-Up (CR3) Program)**

This Amendment supersedes the Agreement executed on April 4, 2011. All attachments to the April 4 Agreement are effective with this Amendment.

1. Engagement of Contractor. This contract is made between **Chicago Metropolitan Agency for Planning**, (hereinafter called "**CMAP**") a body politic and corporate created by the State of Illinois, whose mailing address is 233 South Wacker Drive, Suite 800, Chicago, Illinois 60606 and **Village of Oak Park ("VILLAGE")** a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, whose mailing address is Village of Oak Park, Village Hall, 123 Madison Street, Oak Park, Illinois 60302-4272.
2. Term of Contract. The services of the VILLAGE are to commence as soon as practicable after the execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement. The contract will terminate on May 18, 2013.
3. Scope of Services. CMAP hereby agrees to engage the VILLAGE and the VILLAGE hereby agrees to perform the services set forth in the CMAP Invitation to Participate (ITP) and Application for Approval as Local Program Administrator for Multi-Unit Retrofit Improvement Loan Program of the Chicago Region Retrofit Ramp-up (CR3) Program, dated November 8, 2010 (Attachment 1), and contained in the VILLAGE's Response to CMAP Invitation to Participate (ITP) dated December 3, 2010, (Attachment 2). The VILLAGE will manage the Village of Oak Park Small Rental Rehabilitation Program (Program) with support from the funds of this Agreement. The Program will be administered in three (3) phases (Phases).
4. Funding Source. The funding source for this contract is the U.S. Department of Energy (DOE). The DOE is not a party to this agreement.
5. Compensation. Funding for the Program is in accordance with the budget contained in the VILLAGE's Response to ITP, (Attachment 2). The funds provided by CMAP to the VILLAGE shall be used by the VILLAGE to disburse funds to eligible borrower(s) through the PROGRAM, accordance with the terms described in Paragraph 7 of this Agreement. The funds have been reserved to support each Phase at \$50,000, for a maximum total amount not to exceed \$150,000.

VILLAGE Banking Information:

Bank Name: US Bank

Telephone No.: 1-800-673-3555

Account No.: 154508888801

Bank ACH Routing No.: 071904779

Contractor email address for confirmation: yaccino@oak-park.us

DUNS No.: 020947966

6. Village of Oak Park Small Rental Rehabilitation Program. The funds specified in this Agreement shall be used as the capital fund by VILLAGE to disburse funds for eligible energy related retrofits Loans through the Program in accordance with the terms in Paragraph 7 of this Agreement.

- A. Upon execution of this Agreement, funds for Phase 1 will be deposited within 15 days into the VILLAGE account noted above.
- B. When all funds in Phase 1 have been obligated for Loans under the Program and the VILLAGE has approved implementing Phase 2, the VILLAGE shall notify CMAP of these actions and request funding for Phase 2. Funds will be deposited by CMAP in the VILLAGE account within 15 days of notification.
- C. When all funds in Phase 2 have been obligated for Loans under the program and the VILLAGE has approved implementing Phase 3, the VILLAGE shall notify CMAP of these actions and request funding for Phase 3. Funds will be deposited by CMAP in the VILLAGE account within 15 days of notification.
- D. The VILLAGE shall be entitled to retain all interest, service fees, and late fees associated with the Program, to cover administrative costs.
- E. The Program funds for the Loans are disbursed directly to contracts for materials installed and labor completed, inspected, and verified by the VILLAGE for the eligible energy related retrofits.
- F. The Loan will be forgivable if the Property Owner rents at least 51% of their units to CDBG eligible households earning below 80% of the Area Median Income during the Affordability Period. The Affordability Period is five (5) years if the Property Owner is receiving more than \$25,000 in CDBG Funds or two (2) years if the Property owner is receiving less than \$25,000 in CDBG Funds. If the requirement is met during the Affordability Period, all interest and the full amount of the loan for the building energy efficiency retrofit will be discharged.
- G. In the event the Property Owner does not satisfy the terms and conditions during the Affordability Period, the Property Owner will be required to repay the entire Loan amount. The repayment of the Loan will be deposited into the capital fund for the Program.
- H. The VILLAGE shall administer the Program pursuant to the terms in Paragraph 7 of this Agreement. The parties agree that the funds provided pursuant to this Agreement for the PROGRAM shall not be used for any other program, unless the parties enter into a written amendment to this Agreement which is executed by both parties.

7. Terms of Program. The terms of the VILLAGE PROGRAM shall be as follows:

- A. Loans for the purposes of increasing building energy efficiency during building rehabilitation projects beyond that required by local code or CBDG requirements and which obtain an estimated 15% reduction in the building's energy use by adding any or all of the following measures:
 - (1) Installation of insulation
 - (2) Installation of efficient lighting
 - (3) Heating, venting and air conditioning (HVAC) and high-efficiency shower/faucet upgrades
 - (4) Air sealing
 - (5) The purchase and installation of ENERGY STAR appliances
 - (6) Installation of solar powered or conventional garbage compactors with improved efficiency
- B. Borrowers: Eligible borrowers are multi-family building owners receiving CDBG funds. Funds will be disbursed to owners and may be counted match for the CDBG funds, provided the loan is used for eligible energy upgrades.
- C. Maximum loan per Unit: \$2,500
- D. Owner Match: None required.

- E. Loan term: 5 years (for properties receiving >\$25,000 in CDBG funds) or 2 years (for properties receiving <\$25,000 in CDBG funds).
- F. Interest Rate: Maximum permitted by law or 12%, whichever is less, but deferred so long as loan current and in compliance with the VILLAGE requirements.
- G. Loan origination, oversight, and/or servicing fees cannot exceed 5% of loan amount.
- H. Prepayment Option: Loan may be prepaid at any time without penalty
- I. Forgiveness: Loan principal and deferred interest may be forgiven at the conclusion of the loan term if project remains in compliance with the VILLAGE requirements.

8. Agreements. The General Provisions, Special Provisions, and Federally Funded Agreement Certifications Applicable to CMAP Invitation to Participate (ITP) and Application for Approval as Local Program Administrator for Multi-Unit Retrofit Improvement Program of the Chicago Region Retrofit Ramp-up Program, dated November 8, 2010 (Attachment 1), which were provided in Sections 5 and 6 and Revised Attachment 4, Information to be Provided by Firm at Contract Execution, respectively to the ITP apply to and are incorporated by reference into this contract with full force and effect, as if fully set forth herein.

9. Project Directors. The Project Director representing CMAP for the purpose of technical direction of contract performance is Dan Olson. The Project Director representing the VILLAGE for the purpose of Agreement performance is Tammie Grossman, Housing Programs Manager.

10. Federal Award Identifying Information. In accordance with OMB Circular A-133, the federally funded award is identified by the following:

CFDA#:	81.128
CFDA Title:	Energy Efficiency and Conservation Block Grant Program
Award #:	DE-EE0003561
Federal Awarding Agency:	Department of Energy

11. Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between CMAP and the VILLAGE with respect to the subject matter hereof. No waiver, modification or amendment of any of the terms or conditions hereof shall be effective unless set forth in writing and duly signed by CMAP and the VILLAGE.

IN WITNESS THEREOF, the parties have executed this agreement by their duly authorized officers on the date first herein set out.

APPROVALS:

Village of Oak Park

Chicago Metropolitan Agency for Planning

Title: _____

Randall Blankenhorn
Executive Director

Date

Date

REVIEWED AND APPROVED
AS TO FORM

JUN 28 2011



LAW DEPARTMENT



Chicago Metropolitan Agency for Planning

233 South Wacker Drive
Suite 800
Chicago, Illinois 60606
312.454.0400
www.cmap.illinois.gov

CMAP Contract # C-11-0040

AGREEMENT BETWEEN

CHICAGO METROPOLITAN AGENCY FOR PLANNING

And

VILLAGE OF OAK PARK

(serving as Local Program Administrator for the Multi-Unit Retrofit Improvement Loan Program)

MULTI-UNIT RETROFIT LOAN IMPROVEMENT PROGRAM OF THE CHICAGO REGION INITIATIVE FOR BETTER BUILDINGS (CRIBB) PROGRAM (formerly called the Chicago Region Retrofit Ramp-Up (CR3) Program)

1. Engagement of Contractor. This contract is made between **Chicago Metropolitan Agency for Planning**, (hereinafter called "**CMAP**") a body politic and corporate created by the State of Illinois, whose mailing address is 233 South Wacker Drive, Suite 800, Chicago, Illinois 60606 and **Village of Oak Park ("VILLAGE")** a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, whose mailing address is Village of Oak Park, Village Hall, 123 Madison Street, Oak Park, Illinois 60302-4272.

2. Term of Contract. The services of the VILLAGE are to commence as soon as practicable after the execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement. The contract will terminate on May 18, 2013.

3. Scope of Services. CMAP hereby agrees to engage the VILLAGE and the VILLAGE hereby agrees to perform the services set forth in the CMAP Invitation to Participate (ITP) and Application for Approval as Local Program Administrator for Multi-Unit Retrofit Improvement Loan Program (PROGRAM) of the Chicago Region Retrofit Ramp-up (CR3) Program, dated November 8, 2010 (Attachment 1), and contained in the VILLAGE's Response to CMAP Invitation to Participate (ITP) dated December 3, 2010, (Attachment 2).

4. Funding Source. The funding source for this contract is the U.S. Department of Energy (DOE). The DOE is not a party to this agreement.

5. Compensation. Funding for the PROGRAM is in accordance with the budget contained in the VILLAGE's Response to ITP, (Attachment 2). The funds provided by CMAP to the VILLAGE shall be used by the VILLAGE to disburse funds to eligible borrower(s) through the PROGRAM, accordance with the terms described in Paragraph 7 of this Agreement. The maximum total is not to exceed \$50,000.

Please provide the following information:

Bank Name: US Bank

Telephone No.: 1-800-673-3555

Account No.: 154508888801

Bank ACH Routing No.: 071904779

Contractor email address for confirmation: yaccino@oak-park.us

DUNS No.: 020947966

Central Contractor Registration (CCR) No.: _____

6. Multi-Unit Retrofit Loan Improvement Program. The funds specified in this Agreement shall be used as the capital fund by VILLAGE to disburse funds to eligible borrowers through the PROGRAM in accordance with the terms in Paragraph 7 of this Agreement.

- A. Upon execution of this Agreement, funds are reserved for the VILLAGE PROGRAM for ninety (90) days. If closing of loans does not occur within ninety (90) days, the funds will be unreserved and not available to the VILLAGE unless the parties enter into a written amendment to this Agreement which is executed by both parties.
- B. Upon receipt of a report of loan closings, CMAP shall transfer the funds for the PROGRAM to the VILLAGE no more than 15 days prior to loan closing. The funds are only for the loan-backed projects.
- C. The VILLAGE shall be entitled to retain all interest, service fees, and late fees associated with the PROGRAM, to cover administrative costs.
- D. Loan repayments received from borrowers shall be returned to the VILLAGE's PROGRAM and be used by the VILLAGE to issue additional Loans in accordance with the terms in Paragraph 7 of this Agreement.
- E. The VILLAGE shall administer the PROGRAM pursuant to the terms in Paragraph 7 of this Agreement. The parties agree that the funds provided pursuant to this Agreement for the PROGRAM shall not be used for any other program, unless the parties enter into a written amendment to this Agreement which is executed by both parties.
- F. It is agreed that funds provided in this Agreement shall be adjusted to exclude any significant sums CMAP determines are inaccurate, incomplete or non-current costs, as reported by the VILLAGE. All such adjustments shall be made within sixty (60) days following the end of the Agreement. For the purpose of this Agreement, the end of the Agreement shall be deemed to be the date of final billing or acceptance of the work by CMAP, or its designee, whichever is later.
- G. A loan issued by the VILLAGE pursuant to this Agreement will be deemed a Defaulted Loan if Loan payments are ninety (90) days or more past due and the VILLAGE has triggered an acceleration of the Loan as evidenced by one of the following documents:
 - (1) A copy of the expired demand letter sent to the Loan borrower; or
 - (2) A copy of the borrower's Bankruptcy filing.¹
- H. In the event of recoveries on Defaulted Loans, the VILLAGE will deposit back the recovered funds to the PROGRAM.

7. Terms of Program. The terms of the VILLAGE PROGRAM shall be as follows:

- A. Loans for the purposes of increasing building energy efficiency during building rehabilitation projects beyond that required by local code or CDBG requirements by adding any or all of the following measures:
 - (1) Installation of insulation
 - (2) Installation of efficient lighting
 - (3) Heating, venting and air conditioning (HVAC) and high-efficiency shower/faucet upgrades
 - (4) Air sealing
 - (5) The purchase and installation of ENERGY STAR appliances
 - (6) Installation of solar powered or conventional garbage compactors with improved efficiency
- B. Borrowers: Eligible borrowers are multi-family building owners receiving CDBG funds. Funds will be disbursed to owners and may be counted match for the CDBG funds, provided the loan is used for eligible energy upgrades.
- C. Maximum loan per Unit: \$2,500
- D. Loan term: 3 years
- E. Interest Rate: 2%
- F. Loan origination, oversight, and/or servicing fees cannot exceed 5% of loan amount.

¹ In bankruptcy actions, the VILLAGE is stayed from following normal collection procedures, so normally no demand letter is sent.

G. Prepayment Option: Loan may be prepaid at any time without penalty

8. Agreements. The General Provisions, Special Provisions, and Federally Funded Agreement Certifications Applicable to CMAP Invitation to Participate (ITP) and Application for Approval as Local Program Administrator for Multi-Unit Retrofit Improvement Program of the Chicago Region Retrofit Ramp-up Program, dated November 8, 2010 (Attachment 1), which were provided in Sections 5 and 6 and Revised Attachment 4, Information to be Provided by Firm at Contract Execution (Updated 2-10-11), respectively to the ITP apply to and are incorporated by reference into this contract with full force and effect, as if fully set forth herein.

9. Project Directors. The Project Director representing CMAP for the purpose of technical direction of contract performance is Dan Olson. The Project Director representing the VILLAGE for the purpose of Agreement performance is Tammie Grossman, Housing Programs Manager.

10. Federal Award Identifying Information. In accordance with OMB Circular A-133, the federally funded award is identified by the following:

CFDA#: 81.128
CFDA Title: Energy Efficiency and Conservation Block Grant Program
Award #: DE-EE0003561
Federal Awarding Agency: Department of Energy

11. Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between CMAP and the VILLAGE with respect to the subject matter hereof. No waiver, modification or amendment of any of the terms or conditions hereof shall be effective unless set forth in writing and duly signed by CMAP and the VILLAGE.

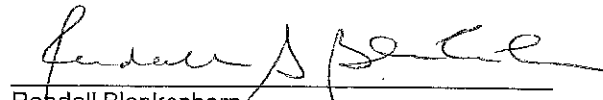
IN WITNESS THEREOF, the parties have executed this agreement by their duly authorized officers on the date first herein set out.

APPROVALS:

Village of Oak Park

Chicago Metropolitan Agency for Planning





Title: Village Manager

Raphael Blankenhorn
Executive Director

Date: 3.29.2011

Date: 4/4/11



Chicago Metropolitan Agency for Planning

233 South Wacker Drive
Suite 800
Chicago, Illinois 60606
312 454 0400
www.cmap.illinois.gov

Attachment 4: Information to be provided by Organization at Contract Execution (Updated 2/10/2011)

Federally Funded Agreement Certifications

Department of Energy – Chicago Region Retrofit Ramp-Up (CR3)

SIGNATURE

As the duly authorized representative of the contractor, I hereby certify that the contractor will comply with the attached certifications: DE-EE0003561/000, Chicago Metropolitan Agency for Planning, SPECIAL TERMS AND CONDITIONS.

Name of Contractor: Village of Oak Park

Printed Name and Title of Authorized Representative: Tammie Grossman Housing Programs Manager


SIGNATURE

3-29-2011
DATE

SPECIAL TERMS AND CONDITIONS

Table of Contents

<u>Number</u>	<u>Subject</u>	<u>Page</u>
1.	RESOLUTION OF CONFLICTING CONDITIONS	2
2.	AWARD AGREEMENT TERMS AND CONDITIONS	2
3.	ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS	2
4.	PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM	2
5.	CEILING ON ADMINISTRATIVE COSTS.....	3
6.	LIMITATIONS ON USE OF FUNDS	3
7.	REIMBURSABLE INDIRECT AND FRINGE BENEFIT COSTS	3
8.	USE OF PROGRAM INCOME.....	4
9.	STATEMENT OF FEDERAL STEWARDSHIP	4
10.	SITE VISITS	4
11.	REPORTING REQUIREMENTS.....	4
12.	PUBLICATIONS.....	5
13.	FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS	5
14.	INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION.....	5
15.	LOBBYING RESTRICTIONS	6
16.	NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS	6
17.	HISTORIC PRESERVATION	6
18.	WASTE STREAM.....	7
19.	DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS.....	7
20.	SUBGRANTS, SUBCONTRACTS, AND LOANS	7
21.	ADVANCE UNDERSTANDING CONCERNING PUBLICLY FINANCED ENERGY IMPROVEMENT PROGRAMS	8
22.	SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)	8
23.	REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT	13
24.	NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS	14
25.	REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS -- SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.....	14
26.	REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) -- SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	17
27.	WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT.....	21
28.	RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS	22
29.	DAVIS-BACON ACT AND CONTRACT WORKHOURS AND SAFETY STANDARD ACT	22

1. RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

2. AWARD AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of the Assistance Agreement, plus the following:

- a. Special Terms and Conditions.
- b. Attachments:

Attachment Number	Title
1.	Intellectual Property Provisions
2.	Statement of Project Objectives
3.	Federal Assistance Reporting Checklist and Instructions
4.	Budget Pages (SF 424A)
- c. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov>.
- d. Application/proposal as approved by DOE.
- e. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at http://management.energy.gov/business_doe/1374.htm.

3. ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS

Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by the Department of Energy, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of the award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

4. PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

- a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.
- b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disperse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
- c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income,

rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.

- d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

5. CEILING ON ADMINISTRATIVE COSTS

- a. Local government and Non-Profits may not use more than 10 percent of amounts provided under this program (EISA Sec 545 (b)(3)(A)), for administrative expenses, excluding the costs of meeting the reporting requirements under Title V, Subtitle E of EISA.
- b. Recipients are expected to manage their administrative costs. DOE will not amend an award solely to provide additional funds for changes in administrative costs. The Recipient shall not be reimbursed on this project for any final administrative costs that are in excess of the designated 10 percent administrative cost ceiling. In addition, the Recipient shall neither count costs in excess of the administrative cost ceiling as cost share, nor allocate such costs to other federally sponsored project, unless approved by the Contracting Officer.

6. LIMITATIONS ON USE OF FUNDS

- a. By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, for gambling establishments, aquariums, zoos, golf courses or swimming pools.
- b. Recipients may use not more than 50 percent of the amounts provided for a loan loss reserve to support loans made with private and public funds and to support a sale of loans made by a grantee or third-party lenders into a secondary market.
- c. Local government and Non-Profits may not use more than 20 percent of the amounts provided or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(B)), for the establishment of revolving loan funds.

7. REIMBURSABLE INDIRECT AND FRINGE BENEFIT COSTS

- a. The Recipient is expected to manage their final negotiated project budgets, including their indirect costs and fringe benefit costs. DOE will not amend an award solely to provide additional funds for changes in the indirect and/or fringe benefit costs or for changes in rates used for calculating these costs. DOE recognizes that the inability to obtain full reimbursement for indirect or fringe benefit costs means the Recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the Recipient's cost share.

- b. If actual allowable indirect and/or fringe benefit costs are less than those budgeted and funded under the award, the Recipient may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, the Recipient must refund the difference.

8. USE OF PROGRAM INCOME

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and used to further eligible project objectives.

9. STATEMENT OF FEDERAL STEWARDSHIP

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

10. SITE VISITS

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

11. REPORTING REQUIREMENTS

- a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.
- b. Additional Recovery Act Reporting Requirements are found in the Provision below labeled: "REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT"

12. PUBLICATIONS

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of DOE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: “This material is based upon work supported by the Department of Energy [National Nuclear Security Administration] [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)].”

Disclaimer: “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

13. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits, ensure the safety and structural integrity of any repair, replacement, construction and/or alteration, and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

14. INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION

- a. The intellectual property provisions applicable to this award are provided as an attachment to this award or are referenced in the Agreement Cover Page. A list of all intellectual property provisions may be found at http://www.gc.doe.gov/financial_assistance_awards.htm.
- b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator identified and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at [http://www.gc.doe.gov/documents/Intellectual_Property_\(IP\)_Service_Providers_for_Acquisition.pdf](http://www.gc.doe.gov/documents/Intellectual_Property_(IP)_Service_Providers_for_Acquisition.pdf)
- c. The IP Service Provider for the Golden Field Office is Julia Moody, who may be reached at julia.moody@go.doe.gov or 303-275-4867

15. LOBBYING RESTRICTIONS

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

16. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project.

If you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

You are prohibited from implementing energy efficiency improvements and renewable energy generation opportunities, including demolition, repair, replacement, installation, construction, disposal, or alteration activities until such time that you comply with the Waste Stream and Historic Preservation clauses.

If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE initiating the NEPA process.

If you intend to make changes to the scope or objective of your project you are required to contact the DOE Project Officer identified in Block 15 of the Assistance Agreement before proceeding. You must receive notification of approval from the DOE Contracting Officer prior to commencing with work beyond that currently approved.

DOE has made a NEPA determination for this award. All projects under this award are bounded in compliance with the uploaded and signed Statement of Work for expedited NEPA review. The projects within the scope of the Statement of Work comprise of education, technical advice, and actions to conserve. Any projects that fall outside the Statement of Work are conditioned pending further NEPA review. DOE has made a final NEPA Determination for this project, which is categorically excluded from further NEPA review.

17. HISTORIC PRESERVATION

Prior to the expenditure of Project funds to alter any historic structure or site, the Recipient or subrecipient shall ensure that it is compliant with Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties

that are listed in or eligible for listing in the National Register of Historic Places. If applicable, the Recipient or subrecipient must contact the State Historic Preservation Officer (SHPO), and the Tribal Historic Preservation Officer (THPO) to coordinate the Section 106 review outlined in 36 CFR Part 800. In the event that a State, State SHPO and DOE enter into a Programmatic Agreement, the terms of that Programmatic Agreement shall apply to all recipient and subrecipient activities within that State. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>. Section 110(k) of the NHPA applies to DOE funded activities.

The Recipient or subrecipient certifies that it will retain sufficient documentation to demonstrate that the Recipient or subrecipient has received required approval(s) from the SHPO or THPO for the Project. Recipients or subrecipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106. The Recipient or subrecipient shall deem compliance with Section 106 of the NHPA complete only after it has received this documentation. The Recipient or subrecipient shall make this documentation available to DOE on DOE's request (for example, during a post-award audit). Recipient will be required to report annually on September 1 the disposition of all historic preservation consultations by category.

18. WASTE STREAM

The Recipient assures that it will create or obtain a waste management plan addressing waste generated by a proposed Project prior to the Project generating waste. This waste management plan will describe the Recipient's or subrecipient's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed Project. The Recipient shall ensure that the Project is in compliance with all Federal, state and local regulations for waste disposal. The Recipient shall make the waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit).

19. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (ii) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

20. SUBGRANTS, SUBCONTRACTS, AND LOANS

- a. The Recipient hereby warrants that it will ensure that all

activities by sub-grantee(s) and loan recipients are consistent with the approved Statement of Project Objectives.

b. Upon the Recipient's selection of the sub-grantee(s) and loan recipients, the Recipient shall notify (i.e. approval not required) the DOE Project Officer with the following information for each, regardless of dollar amount:

- Name of Sub-Grantee
- DUNS Number
- Award Amount
- Statement of work including applicable activities

c. In addition to the information in paragraph b. above, for each sub-grant and loan that has an estimated cost greater than \$10,000,000, the recipient must submit for approval by the Contracting Officer, a SF424A Budget Information - Nonconstruction Programs, and PMC 123.1 Cost Reasonableness Determination for Financial Assistance (available at <http://www.eere-pmc.energy.gov/forms.aspx>).

21. ADVANCE UNDERSTANDING CONCERNING PUBLICLY FINANCED ENERGY IMPROVEMENT PROGRAMS

The parties recognize that the Recipient may use funds under this award for Property-Assessed Clean Energy (PACE) loans, Sustainable Energy Municipal Financing, Clean Energy Assessment Districts, Energy Loan Tax Assessment Programs (ELTAPS), or any other form or derivation of Special Taxing District whereby taxing entities collect payments through increased tax assessments for energy efficiency and renewable energy building improvements made by their constituents. The Department of Energy intends to publish "Best Practices" or other guidelines pertaining to the use of funds made available to the Recipient under this award pertaining to the programs identified herein. By accepting this award, the Recipient agrees to incorporate, to the maximum extent practicable, those Best Practices and other guidelines into any such program(s) within a reasonable time after notification by DOE that the Best Practices or guidelines have been made available. The Recipient also agrees, by its acceptance of this award, to require its sub-recipients to incorporate to the maximum extent practicable the best practices and other guideline into any such program used by the sub-recipient.

22. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential

services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds --- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subgrant, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages,

employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.

- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. Reserved

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor – For funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds

will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

23. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

- (a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.
- (b) The reports are due no later than ten calendar days after each calendar quarter in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act.
- (c) Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.
- (d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

**24. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE
EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

*Special Note: Definitization of the Provisions entitled, "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS -- SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" and "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) -- SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" will be done upon definition and review of final activities.

**25. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED
GOODS -- SECTION 1605 OF THE AMERICAN RECOVERY AND
REINVESTMENT ACT OF 2009**

If the Recipient determines at any time that any construction, alteration, or repair activity on a public building or public works will be performed during the course of the project, the Recipient shall notify the Contracting Officer prior to commencing such work and the following provisions shall apply.

(a) *Definitions.* As used in this award term and condition--

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been--

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111--5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows: None.

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that--

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act.*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including--

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site.]

26. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) *Definitions.* As used in this award term and condition--

Designated country --

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei (Taiwan), Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom; or

(4) An Agreement between Canada and the United States of America on Government Procurement country (Canada).

Designated country iron, steel, and/or manufactured goods --

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good --

- (1) Is wholly the growth, product, or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Iron, steel, and manufactured goods.

(1) The award term and condition described in this section implements--

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. As of January 1, 2010, this obligation shall only apply to projects with an estimated value of \$7,804,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows: None.

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that--

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including--

- (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Cost;
 - (E) Time of delivery or availability;
 - (F) Location of the project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
- (iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.
- (iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.
- (2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).
- (3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data*. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site.]

27. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

28. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

29. DAVIS-BACON ACT AND CONTRACT WORKHOURS AND SAFETY STANDARD ACT

Definitions: For purposes of this provision, “Davis Bacon Act and Contract Work Hours and Safety Standards Act,” the following definitions are applicable:

- (1) “Award” means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.
- (2) “Contractor” means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients’ or Subrecipients’ contractors, subcontractors, and lower-tier subcontractors. “Contractor” does not mean a unit of State or local government where construction is performed by its own employees.”
- (3) “Contract” means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. “Contract” does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.
- (4) “Contracting Officer” means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.
- (5) “Recipient” means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement, or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.
- (6) “Subaward” means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient’s procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of “Award” above.
- (7) “Subrecipient” means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

(a) Davis Bacon Act

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, *provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry;
and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set

aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job

site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than

the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of

each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(c) Recipient Responsibilities for Davis Bacon Act

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

- (i) Obtain, maintain, and monitor all Davis Bacon Act (DBA) certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;
- (ii) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;
- (iii) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (ii) above;
- (iv) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;
- (v) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;
- (vi) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;
- (vii) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and
- (viii) Provide copies of all records upon request by DOE or DOL in a timely manner.

(d) Rates of Wages

The prevailing wage rates determined by the Secretary of Labor can be found at <http://www.wdol.gov/>.



APPLICATION FOR APPROVAL AS
LOCAL PROGRAM ADMINISTRATOR

Multi-Unit Retrofit Improvement Loan Program
For the Chicago Region Retrofit Ramp-Up Program



The Village of Oak Park
Village Hall
123 Madison Street
Oak Park, Illinois 60302-4272

708.383.6400
Fax 708.383.6692
TTY 708.383.0048
village@vil.oak-park.il.us

Executive Summary
Village of Oak Park
Application for Approval as Local Program Administrator
Multi-Unit Retrofit Improvement Loan Program

The Village of Oak Park is applying to become a Local Program Administrator for the Multi-Unit Retrofit Improvement Loan Program. The Village of Oak Park has extensive experience administering multi-family loan and grant programs and administering a single family CDBG rehabilitation loan program. As an entitlement jurisdiction, the Village has extensive experience monitoring and complying with federal programs under the CDBG program as well as under ARRA.

Due to seeing an increase in rehabilitation needs of smaller rental buildings, the Village of Oak Park created a CDBG funded Small Rental Rehab Program. The Program is intended to target buildings with fewer than 8 units. We have determined that these smaller buildings sometimes have difficulty accessing financing for rehabilitation needs. Our program will provide owners with a forgivable loan up to \$5000 per unit. In exchange for the forgivable loans, owners will agree to rent at least 51% of their units to CDBG eligible households earning below 80% of the Area Median Income. Owners must also agree to put up at least a 25% match towards the cost of the rehabilitation project.

If selected to be a Local Program Administer, we plan to allow owners to meet their 25% match requirement by obtaining a loan under the Multi-unit Retrofit Improvement Loan Program to make energy efficiency eligible improvements. Loans will be offered to owners at 2% interest over a three year period. We intend to include a 1% service fee to the cost of the loan. We believe that owners will be able to realize sufficient energy savings to pay off the loan within the three year time frame. We would then like to utilize the loan proceeds to create a revolving loan fund to fund future multi-family retrofits.

Owners will be required to maintain affordable, energy efficient units. Additionally, owners will be required to affirmatively market their units to ensure racial diversity. The Village of Oak Park has long been known for its efforts to increase the supply of well-integrated affordable rental housing. We believe serving as a Local Program Administrator will further that goal and will serve as a model for the region.

Attachment 1: APPLICATION FOR APPROVAL AS LOCAL PROGRAM ADMINISTRATOR

**Multi-Unit Retrofit Improvement Loan Program
For the Chicago Region Retrofit Ramp-Up Program**

**As part of the American Reinvestment and Recovery Act through the U.S. Dept. of Energy
Energy Efficiency & Conservation Block Grant Program (EECBG) - BetterBuildings Initiative**

In response to Chicago Metropolitan Agency for Planning (CMAP) Invitation to Participate (ITP) as Local Program Administrators for Multi-Unit Retrofit Improvement Loan Program dated November 8, 2010, the undersigned, as an individual(s) with the authority to bind the Proposer, understands and agrees to the specifications, terms, conditions and provisions of the ITP proposed below unless otherwise modified by mutual agreement of the parties. It is also agreed that the application submitted in response to the ITP is valid for ninety (90) calendar days from the proposal due date.

Please enter required information below. Please provide additional specifics where possible. Attach additional sheets if necessary. For ease of entry, feel free to copy and paste the table into an Excel spreadsheet; insert lines as necessary.

General Information	
Please provide clear and concise information. The application must bear the original signature of a principal or authorized officer of the local government.	
Participating Jurisdiction Name:	Village of Oak Park
Jurisdiction Address:	123 Madison, Oak Park, IL 60302
Location of office:	Oak Park, IL
Jurisdiction(s) Served:	Village of Oak Park
Local Participating Jurisdiction contact name, title, mailing and email address of the contact person for the ITP:	
Contact Name:	Tammie Grossman
Title:	Housing Programs Manager
Address:	Village of Oak Park 123 Madison Street Oak Park, IL 60302
Email Address:	Tgrossman@oak-park.us
Phone:	708 358-5411
Lender name, title, mailing and email address of the contact person for the ITP:	
Organization Name	Not applicable
Contact Name:	
Title:	
Address:	
Email Address:	
Phone:	

Service Area Information			
Service Area:	Target Population:	# of Units previously rehabbed (HOME &/or CDBG 2010)	Projected Rehabbed units 2010-2011 w/ CDBG &/or HOME funds
Village of Oak Park	Renter Households	Using Village General Revenue Funds – 11,151 Units since 1976 In 2010- 89 units	Using Village General Revenue Funds – 100 units in 2011
Village of Oak Park, Small Rental Program	Renter Households earning less than 80 % of the Area Median Income	Starting program January 1, 2011	20 units
Village of Oak Park CDBG funded Rehab activities	Renter Households earning less than 80 % of the Area Median Income	Since 2002 – 7 rental units in Oak Park Residence Corp/Housing Authority buildings Safety modifications made with CDBG funds in 98 unit public housing building at Mills Park Tower	

Section I: Statement of Need. Description of the multi-unit housing stock in local jurisdiction and retrofit needs. Include any associated energy efficiency plans or goals.

The Village of Oak Park has over 8000 rental units. Over 85% of the rental housing stock was built before 1978. Given the age of our rental housing stock, many of our buildings are in need of energy efficiency upgrades. The Village of Oak Park understands that given the age of its housing stock, owners must continue to invest in their property to improve the condition of the buildings. Additionally, finding funds to allow Owners to reduce their energy costs will allow owners to keep rents affordable. According to the Village's 2010-14 Consolidated Plan over 27% of the renter households in Oak Park are cost burdened, meaning they are paying more than 30% of their income towards rent. By lowering energy costs, owners will be able to reduce their general operating costs and keep rents affordable.

Since 1976, the Village has been operating the Multi-family Housing Incentives Program which has provided a variety of loans and grants to buildings over the year. Currently, the Village of Oak Park has budgeted \$100,000 in general revenue funds to be made available to buildings with 4 or more units. Buildings are eligible to receive a maximum of \$10,000 or \$1,000 per unit whichever is less. Owners are required to match the funds 2:1, the owner is required to contribute \$2 for every \$1 of Village funds. Owners may use the funds to make general building improvements and specific improvements to units to improve marketability. (See the attached Guidelines for a description of the program.) In 2010, the Village had \$90,000 in grant funds, there were 19 applications for this program totaling \$152,000, indicating a great need for funds to help spur investment into the rental stock.

On November 1, 2010, the Village approved the creation of new Community Development Block Grant (CDBG) funded Small Rental Rehabilitation Program. The Village has allocated \$100,000 in CDBG funds for improvements to buildings with fewer than 8 units. Owners are required to provide a 25% match for the funds. Each unit is eligible for up to \$5,000 in assistance, which means we have funding to rehab up to 20 units in 2011. (See the attached Guidelines).

If picked to be a Local Administrator, we intend to allow the Multi-Unit Retrofit Improvement Loan Funds to be layered onto the CDBG assisted program. We would allow up to \$2500 in Multi-Unit Retrofit Improvement Loan eligible energy upgrades to be used as the owner's match to the CDBG Funds. Funds will be payable over 3 years at 2% interest rate. We anticipate that the owners will use the energy savings they will realize with the retrofits to pay back the loans. We intend to establish a revolving loan fund for the Multi-Unit Retrofit Improvement Loan funds that can be used in subsequent years for additional retrofits. The Village has extensive experience administering revolving loan funds. Currently, our CDBG single family rehab activities are funded using the proceeds of a revolving loan fund. We understand the funds continue to have the characteristics of the original funding source.

Section II: Demonstrated Experience. Provide a narrative describing a minimum of 3 years history of operating housing rehab programs with minimum of three projects completed; capacity of staff to underwrite loans and oversee federally funded construction including energy efficiency activities and authorize payments:

For more than 30 years, the Village of Oak Park has been in a leader in ensuring stability of the community through a commitment to preserving its older housing stock and working to ensure integration. Oak Park has a history of supporting its housing stock through a wide range of support programs. The Village of Oak Park's Housing Programs Division administers several innovative housing programs. The Housing Programs Division has four staff persons: Housing Programs Manager, Housing Programs Coordinator, Account Clerk and Community Development Technician. The Division administers two programs similar to the BetterBuildings Initiative: the Multi-family Housing Incentives Program and the Single Family Rehabilitation Program.

The Multi-family Housing Incentives Programs provides matching grants to owners of multi-family rental properties using Village funds to allow owners to make cost effective improvements to improve the marketability of their units. The grant program allows the owners to make the improvements and still maintain affordable rents. The Multi-family Housing Incentives Program also provides contracts allowing for rental reimbursement so that owners may utilize the services of the Oak Park Regional Housing Center to affirmatively market their buildings to ensure a diverse rental community. The Housing Programs Division reviews the owners' scope of work, works with the Department of Building and Property Standards to ensure that proper permits are issued and examines the work upon completion. (See the attached Guidelines and Brochure) The Multi-family Housing Program is currently set up as a forgivable loan program. We conduct a closing on each mortgage and file the appropriate loan documents. Additionally, we are currently servicing a portfolio 15 loans with monthly payments and 30 forgivable loans.

The Single Family Rehabilitation Program provides loans and grants to eligible owners of single-family properties under HUD CDBG guidelines. The Division qualifies homeowners using HUD guidelines, determines an appropriate scope of work and cost estimate for each project, helps the homeowner pick a contractor and monitors the construction process. The homeowner is given a 20 year no-interest loan of up to \$25,000. (See the attached Guidelines and Brochure) Repairs focus on health and safety and building code violations. At its recent audit of the Village's CDBG program, the Department of Housing and Urban Development (HUD) was very complimentary of the policy and procedures manual and the project file documentation for the Single Family Rehabilitation program. Since 2008, 14 rehab projects have been started and 9 projects have been completed. The average cost per project was \$25,500 and the total cost for all projects is \$357,000. We have overseen projects that included energy efficiency improvements as part of the scope of work. Additionally, we have procedures in place to inspect and approve projects during the construction phase and authorize appropriate payments.

Under the Single Family Rehabilitation Program, we have underwriting criteria for the loans that are administered by the Housing Programs Division. Each loan is reviewed by the Village's Housing Programs Advisory Committee (HPAC) before it is recommended to the Board of Trustees for approval. The HPAC reviews the loan to ensure that all federal CDBG requirements are met.

Additionally, the Village recently invested in the area surrounding Barrie Park which was the site of a significant environmental remediation program. Many of the area homeowners were forced to leave their homes during the remediation program. The Village established a loan and grant program for homeowners. We provided homeowners with a \$15,000 zero percent title transfer loan and a \$15,000 grant. We are servicing these loans and grants in house. The program had a special citizen committee that acted as a loan advisory committee.

Section III: Oversight and Monitoring. Provide a narrative for the process for oversight and monitoring including meeting all ARRA reporting requirements and compliance (Davis Bacon, NHPA, NEPA, etc.) building monitoring and verification (Please note that NEPA exemptions do not apply for solar powered or conventional garbage compactors) :

Since the Village is an entitlement jurisdiction, we have extensive experience administering the CDBG program. The Village's Federal Grants Manager, Janis Akerstrom, will be available to consult with Housing Programs Division Staff on federal reporting requirements. Additionally, since the Village will be layering this funding onto its CDBG program, the Village will be required to comply with many of the same federal requirements. The Village of Oak Park has in-house staff capable of conducting environmental reviews under NEPA and we have an Urban Planner-Historic Preservation Officer on staff that will conduct an historic review of all CDBG projects including the projects under the Small Rental Rehab Program. We have an agreement with the State of Illinois to conduct historic preservation reviews in-house. (See the Programmatic Agreement with the State of Illinois). Additionally, the federal grants staff currently administers two HUD ARRA grants of over \$1.3 million and has experience with ARRA reporting requirements and compliance.

We anticipate that loans will be given to individual owners of small multi-family buildings and not to corporate entities, so Davis Bacon would not be triggered in those situations. While the current CDBG funded programs do not require adherence to Davis Bacon requirements, the Village itself has extensive experience administering Davis Bacon requirements. Many of the Village's capital improvement projects require adherence to Davis Bacon requirements such that the Village has procedures in place that can be easily adaptable to the Village's Housing Programs, as required. If Davis Bacon requirements are triggered, the Village will be able to appropriately monitor compliance.

Section IV: Soundness of Approach & Project Readiness. Provide a narrative describing the proposed structure and terms of the loans, eligible borrowers, eligible projects, expected tenors and terms, underwriting guidelines, interest rate and proposed loan terms. Include summary of current and past multi-unit rehab loan portfolio performance. Provide sufficient evidence as demonstrated in project summaries that projects are ready to proceed and loans can be closed within 90 days

We intend to release our application for the Small Rental Rehab program on December 14, 2010. We will be sending a request to attend an information meeting to 1,020 owners of buildings with fewer than 8 units. Applications will be processed in the order in which they are received with priority being given for buildings with three (3) bedroom units, since lack of affordable three (3) bedroom units has been identified as a need in our 2010-14 Consolidated Plan. We will process applications in late December and early January 2011. We intend to conduct inspection, draft scopes of work and bid out projects in January and February 2011. Applications will be reviewed by our Housing Programs Advisory Committee at their March 16, 2011 meeting. HPAC serves as the Village's Loan Review Committee. If required, HPAC will hold a meeting later in March if it is determined we need additional time to complete the bidding process. We intend to present the final projects to the Village Board of Trustees in an early April 2011 meeting. Loans will be closed within a week to 10 days of final Board approval.

The HPAC will review loans to determine that the buildings are in compliance with CDBG regulations. HPAC has extensive experience as a loan review committee.

We intend to use the Multi-Unit Retrofit Improvement Loan funds to start a revolving loan fund for small multi-family buildings receiving CDBG funds. Funds will be disbursed for owners to use as their 25% match for the CDBG funds for eligible energy upgrades. Each loan will have a term of 3 years at 2% interest. The monthly payment will be approximately \$72.00 per month per unit which is less than the anticipated monthly savings attributable to retrofit work that will be conducted. (See Attached Chart) We will service all loans in house.

Currently, our Single Family Revolving Loan fund has 89 open loans totaling \$1,042,016. Over the last 30 years, 307 loans have been repaid and only 8 loans could not be collected.

Our Multi-family Housing Incentives Program has 15 open interest-bearing loans totaling \$462,500 and 30 open forgivable loans. Since the program inception in 1978, 514 interest-bearing loans have been repaid and 504 forgivable loans have completed their terms and been released. No loans have been in default.

Our Barrie Park program has 76 loans open with a total value of \$1,170,000. Since 2004, 16 loans have been repaid, and 4 loans could not be collected due to foreclosure.

Section V: Leverage, Impact, Energy Savings

1. Describe how the Multi-Unit Retrofit Improvement Loan Program will address leverage and impact in the geographic area to be covered in this response.
2. List Multi-Unit housing programs that will be leveraged by the applicant organizations including funding sources from private, public and/or philanthropic sources. Programs may include but are
3. not limited to rehabilitation, repair, new build, lead and other hazard remediation, accessibility, counseling, or other government services coordination.
4. Discuss how the Multi-Unit Retrofit Improvement Loan Program will mesh with these other programs and community initiatives to meet impact, leverage, and outcome goals.
5. Describe anticipated energy savings on a per unit basis.

The Multi-Unit Retrofit Improvement Loan funding would be used to leverage the \$100,000 in CDBG funds for the Village's Small Rental Rehab Program. Through analyzing its aging housing stock and their collective energy use, the Village determined that an investment in our smaller rental stock through a program for energy efficiency retrofits will ensure that these rental units remain properly maintained and affordable. Under all CDBG funded programs, we are required to follow HUD's Lead Safe Housing Rule and the EPA's Repair Renovation and Painting Rule. Housing Programs Division staff has completed training for Lead Paint Abatement Supervisor and Lead Risk Assessor. Our Health Department has a Licensed Lead Risk Assessor on staff. Additionally, we contract with a Licensed Lead Risk Assessor perform Lead Risk Inspection and Clearance Testing for all Single Family Rehab projects. We will require small rental owners to contract separately for lead inspections and clearance as required.

The Village will not only be leveraging the CDBG funds but also the staff time and expertise needed to administer the CDBG Small Rental Rehab Program. We will include a 1% servicing fee in each loan to cover some of our expenses but the Village will be leveraging a good deal of staff time for the implementation of this program.

The Village's primary community goals are to maintain our older smaller multi-family housing stock and to affirmatively market rental units that receive assistance. Owners will be required to use the services of the Village's designated marketing agent, the Oak Park Regional Housing Center, to ensure affirmative marketing of their units. The Village of Oak Park has a history of strong support for preserving our multi-family buildings. The Small Rental Rehab Program works to ensure that buildings are racially and economically diverse.

The Village of Oak Park estimates that a retrofit will result in a per unit savings of \$1,412 per year in reduced energy costs with a simple payback of less than two years for a \$2,500 per unit investment. (See attached chart.) Each loan will have a term of 3 years at 2% interest. The monthly payment will be approximately \$72.00 per month per unit which is less than we anticipate will be the monthly savings attributable to retrofit work that will be conducted. We will service all loans in house.

Authorizing Signature:

Tammie Grossman

Tammie Grossman

Printed Name

Housing Programs Manager

Title

12/01/10

Date

Attachment 2: RESERVATION OF FUNDS REQUEST

**Multi-Unit Retrofit Improvement Loan Program
For the Chicago Region Retrofit Ramp-Up (CR3) Program
RESERVATION OF FUNDS REQUEST**

Local Program Administrators will be awarded Multi-Unit Retrofit Improvement Loan Program dollars on a project by- project basis through a Reservation of Funds Request process. Reservations of Fund Requests are due to CMAP beginning December 3rd and will be accepted on a rolling basis until all funds are expended.

Upon approval by CMAP and the local jurisdiction, funds will be reserved and project loans must be closed within 90 days of the reserve fund approval. If closing does not occur within 90 days, the funds will be unreserved. Funds will be paid out to local program administrators by CMAP no more than 15 days prior to loan closing or acceptance by local government.

Subsequent funding determinations will be made on the local program administrator's ability to originate loans in the initial funding rounds within 90 days of the award date. CMAP reserves the right to fund Reservation of Funds Request in whole or part.

Attachments:

1. Attach a proposal summary for each project requesting funds
2. Attach a copy of the due diligence process and
3. Attach a copy of the quality assurance/quality control plan (if available)

General Information	
Please provide clear and concise information. The RFR must bear the original signature of a principal or authorized officer of the local government.	
Participating Jurisdiction	
Name:	Village of Oak Park
Jurisdiction Address:	123 Madison, Oak Park, IL 60302
Location of Office:	Village of Oak Park
Jurisdiction(s) Served:	Village of Oak Park
Local Participating Jurisdiction name, title, mailing and email address of the contact person	
Contact Name:	Tammie Grossman
Title:	Housing Programs Manager
Address:	Village of Oak Park, 123 Madison St., Oak Park, IL 60302
Email Address:	tgrossman@oak-park.us
Phone:	708-358-5411

Lender Name, title, mailing and email address of the contact person for the RFR	
Organization Name:	Not applicable
Contact Name:	
Title:	
Address:	
Email Address:	
Phone:	

RESERVATION OF FUNDS REQUEST

Project #1:

Building Location & Name:	Buildings under 8 units
Address:	Village of Oak Park
Owner:	
# of Units:	20 units total
Total EECBG Amount Requested:	\$50,000
Total EECBG Request Per Unit (maximum of \$2,500 per unit)	\$2,500
Other Subsidy Amount (total):	Up to \$5,000 per unit maximum of 20 units for a total of \$100,000
Other Sources of Funds:	CDBG
Energy Improvements to be undertaken with EECBG Funds:	Installation of insulation; installation of efficient lighting; HVAC upgrades; shower/faucet upgrades; air sealing; and Energy STAR appliances
Other Energy Improvements without CR3 EECBG funds:	Window replacements
Anticipated Loan origination date:	April 2011
Construction Start Date:	May 2011
Construction Completion Date:	October 2011

Authorizing Signature:

Tammie Grossman

Tammie Grossman

Printed Name

Housing Programs Manager

Title

12/01/10

Date

Attachment 3: Certificate Regarding Workers' Compensation Insurance

Certificate Regarding Workers' Compensation Insurance

In conformance with current statutory requirements of Section 820 ILCS 305/1 et. seq., of the Illinois Labor Code, the undersigned certifies as follows:

"I am aware of the provisions of Section 820 ILCS 305/1 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this contract."

Bidder/Contactor Village of Oak Park

Signature Simone M Boutet

Name and Title Simone M Boutet, Assistant Village Attorney

Date 11-30-10



Multi-family Housing Incentives Program

Guidelines and Brochure

**GUIDELINES
VILLAGE OF OAK PARK MULTI-FAMILY HOUSING
INCENTIVES PROGRAM
HOUSING PROGRAMS DIVISION**

Purpose

These guidelines were adopted by the Village of Oak Park Board of Trustees on February 2, 2009 to further define the provisions of the Village Ordinance enacting the Multi-Family Housing Incentives Program and to provide guidance to staff in administering the program. Any revisions to these guidelines shall be submitted to the Board of Trustees for approval.

Rationale

One of Oak Park's important goals is to continue to develop and maintain racial diversity. A large portion of that goal focuses around integrating and supporting continued diversity in rental and for sale housing. If Oak Park is to continue to develop and maintain racial diversity, it must move to integrate and support continued diversity in all types of housing. The Multi-Family Housing Incentives Program is designed to further encourage fair housing practices, to expand housing options for all prospective renters and to improve the quality of multiple-family units and dwellings.

Eligible Buildings

Multi-family rental buildings containing four or more apartments.

Types of Assistance

Grant - Grants will be the lesser of \$10,000 or \$1000 per unit. Grants must be matched 2:1 by the owner of the building. Funds from the owner must be expended first, with Village funds to be paid last. Grant funds may be expended on common area improvements, security improvements or individual unit improvements. An owner has one (1) year from the date of approval of a grant for common area or security improvements to expend the grant proceeds. Grants for individual unit improvements must be expended within three (3) years. Funded buildings are eligible to apply for a grant once every five (5) years.

The Owner will be required to enter into a five (5) year Marketing Services Agreement (MSA) to affirmatively market their rental units with the cooperation and assistance of the Village of Oak Park and its designated Marketing Agent. The Owners will remain responsible for credit checks, security deposit procedures, and the final determination of renting to all tenants. If a building is withdrawn from the program or sold prior to the end of the five (5) year period, the grant is repayable in full with interest to the Village subject to appeal to the Board of Trustees. The Village's interest shall be secured by a

note and mortgage which shall be recorded against the property that shall be released upon satisfactory completion of the five (5) year period. Applicants must have a minimum of 15% equity in the property, including the indebtedness to the Village.

Rental Reimbursement - Building owners may apply for a one year contract to receive rental reimbursement payments from the Village for vacant units within a building enrolled in this option of the program. Rental reimbursement payments shall begin on the 31st day of vacancy and shall continue through the 90th day of vacancy. Rental reimbursement is capped at 80% of the rent last paid for that particular unit. The Owner will be required to enter into a one (1) year Marketing Services Agreement (MSA) to affirmatively market their rental units with the cooperation and assistance of the Village of Oak Park and its designated Marketing Agent. The Owner will remain responsible for credit checks, security deposit procedures, and the final determination of renting to all tenants. If the owner fails to cooperate with the Village or its designated Marketing Agent, the Village may terminate the agreement immediately and shall provide notice to the owner and the designated Marketing Agent.

The rental reimbursement on the unit(s) will be approved only after the following procedures have taken place:

- a) Inspection of the unit(s) by the Housing Programs Division and the Village's Marketing Agent's staff to ensure unit is in marketable condition; and
- b) Consultation with the Village's Marketing Agent to determine owner's cooperation in marketing the unit.

Marketing Services Agreement Only - Building owners may apply to enter into one (1) year agreement to make a good faith effort to affirmatively market the units in their building with the cooperation and assistance of the Village of Oak Park and its designated Marketing Agent. For buildings with a Marketing Service Agreement, the Village's Marketing Agent will waive all fees to the building owner for their marketing services. The Owner will remain responsible for credit checks, security deposit procedures, and the final determination of renting to all tenants.

Application Procedures:

Timing - At least once annually, the Village of Oak Park will announce its intent to accept applications from building owners to participate in the Multi-Family Housing Incentives Program. Applications for a Marketing Services Agreement will be accepted throughout the year. Applicants will be given 30 days to submit applications from the date of announcement. Housing Programs Division and the Village's Marketing Agent staff will be available to inspect buildings and offer suggestions for use of funds. HPAC will review applications within 60 days of the application deadline. Applications recommended for funding will be submitted to the Board of Trustees for approval.

Criteria for selection – The Housing Programs Advisory Committee shall consider the following criteria when evaluating all applications regardless of type of assistance and making recommendations to the Board:

1. Past cooperation with the Village's Marketing Agent to improve the diversity of the building or willingness to partner with the Village's Marketing Agent to improve diversity; and
2. History of marketing difficulties due to geographic location of building or other impediment; and
3. Vacancy rates.

Applications for grant funds will be evaluated using the following additional criteria:

1. Grant funds will be used to correct building code violations,
2. Grant funds will be used to improve security of building with a history of criminal activity,
3. Grant funds will be used to improve marketability of individual units or the building,
4. Grant funds will be used to repair or improve major building systems that affect livability of the building or improve the energy sustainability of the building or individual units.

General Conditions of Participation:

1. Compliance with Village Code pertaining to Human Rights (Chapter 13) and licensing of buildings (Chapter 12) is required.
2. Owners using only Marketing Services Agreement are obligated to enroll for a minimum of one year.
3. Any owner denied participation in the program by Housing Programs Advisory Committee might appeal that determination to the President and Board of Trustees.
4. Program participation is subject to the funding limitations of the program and the marketing capacity of the Village's marketing agent(s).
5. The submittal of rental reimbursement payout requests will be made on a quarterly basis. Prior to each payout, Village staff will determine the owner's level of cooperation with appropriate Village departments and the Village's Marketing Agent. Payout may be denied for failure to cooperate.
6. Participants must be current on their property taxes and all other municipal obligations.



remain responsible for credit checks, security deposit procedures and the final determination of renting to all tenants.

What are the other program criteria?

Properties are subject to review by multiple Village departments to ensure compliance with all appropriate requirements, including payment of water bills, building licenses and property taxes. All applications are also reviewed by the Housing Programs Advisory Committee, which makes recommendation to the Village Board for final approval.

For more information on this program, contact:

Community Planning &
Development Department
Housing Programs Division
708.358.5410
Fax 708.358.5114
housing@oak-park.us



The Village of Oak Park
Community Planning & Development Department
Housing Programs Division
123 Madison Street
Oak Park, Illinois 60302

708.358.5410
Fax 708.358.5114
housing@oak-park.us

Visit www.oak-park.us

ADA compliance

The Village of Oak Park intends to comply with the Americans with Disabilities Act (ADA) by making reasonable accommodations for people with disabilities. If you have questions about the Village's compliance, contact the Village's ADA coordinator.



Multi-Family Housing Incentives Program

A housing program for multi-unit rental buildings of four or more units



Small Rental Rehabilitation Program

Guidelines

Village of Oak Park Small Rental Rehabilitation Program Guidelines

I. Project Funding

The Village of Oak Park intends to use Community Development Block Grant (CDBG) funds for the rehabilitation of affordable rental housing units for rental properties with fewer than 8 units.

II. Types of Property

The property must be either a single family detached rental dwelling or a multi-family rental property with fewer than 8 units on the same or contiguous site that are under common (1) ownership; (2) management; and (3) financing.

III. Property Eligibility

Properties must be located in the Village of Oak Park. Properties cannot be for sale, in foreclosure, or involved in any legal dispute or court action. All assisted units must be located on the upper level of mixed use buildings.

For each property identified for rehabilitation, Property Owners will be required to complete a Pre-application form and be current on all municipal financial obligations. Along with this completed form, Property Owners will be required to provide and/or complete the following documentation:

- ***Proof of property ownership*** - Applicant must be an individual or family who has ownership of an eligible property and must provide a copy of the recorded Warranty Deed establishing ownership of the property.
- ***Proof of property insurance*** - Applicant must provide proof of adequate property insurance at the time of application and will be required to maintain loss payable insurance on the property for the duration of the loan and provide proof annually. The Village of Oak Park must be placed on the policy as a lien holder once the project is approved.
- ***Proof of paid property taxes*** - Housing Programs Division will verify that all taxes against the identified property are current and the Applicant will be required to keep the tax payments current for the duration of the loan.
- ***Verification of existing mortgage (if applicable)*** - Applicant must provide mortgage loan account number and lien holder information to the Housing Programs Division. Any existing mortgages against the subject property must be in good standing. Applicants must have a post-rehab equity of at least 15%.

IV. Project Budget

A. CDBG portion

A minimum CDBG project budget is \$2,000 per rental unit and the maximum is up to \$5,000 per rental unit inclusive of contingency. Priority will be given to applications with units having three or more bedrooms.

B. Owner Contribution

Property Owners will be required to commit (or leverage), at a minimum, 25% of the total project cost. The total project cost includes the hard costs of rehabilitation, the incremental increase in costs due to mitigation of Lead Based Paint related hazards, inspection fees, recording fees, and other soft costs associated with the project.

C. Lead Based Paint Testing Fee

A non-refundable fee of \$2,000.00 must accompany each full application for assistance. This fee will be held in escrow to be applied towards the cost of the Lead Based Paint Risk Assessment and Lead Based Paint Clearance Testing, if necessary. Any unspent funds remaining from this fee will be applied to the project as leveraged funds.

V. CDBG Loan Terms and Conditions

A. Mortgage and Agreement

The Village will place a lien in the form of a Mortgage against all assisted properties for the amount of CDBG loan funds provided to the Property Owner. The Property Owner must abide by all terms of the mortgage and the Small Rental Rehabilitation Program Loan Commitment and Agreement (the Agreement), for five (5) years, known as the Affordability Period. The final mortgage/lien amount will include all rehabilitation costs (including the incremental increase in costs associated with lead based paint, if applicable and related items) and all soft costs charged to the project. The mortgage will bear no interest and the lien in the full amount of CDBG assistance provided will be discharged if the owner satisfies all terms and conditions of Mortgage and Agreement for the full length of the Affordability Period. If the Owner does not satisfy the terms and conditions of those documents during the Affordability Period, the Owner will be required to repay the entire lien amount with 12% required interest.

B. Transfer of Ownership

If the property is sold prior to the end of the Affordability Period, the lien with the required 12% interest must be repaid to the Village of Oak Park. The Village may waive this requirement if the new Property Owner agrees to continue to abide by the terms of the Affordability Period. This arrangement must be agreed upon in writing by all interested parties prior to the sale of the property.

C. Subordination

The Village will agree to subordinate the CDBG lien only for refinancing of debt from existing mortgages for rate and/or term improvement. The Village will only agree to

subordinate its lien if the new mortgage does not include any new debt, with the exception of closing costs and fees. Subordinations must be approved by the Village Board of Trustees.

D. Marketing Services Agreement

During the term of the affordability period, property owners are required to make a good faith effort to affirmatively market the units in their building with the cooperation and assistance of the Village of Oak Park and its designated Marketing Agent. Property Owners are required to list all vacancies with the Village's Marketing Agent. The Village's Marketing Agent will waive all fees to the building owner for their marketing services. The Owner will remain responsible for credit checks, security deposit procedures, and the final determination of renting to all tenants. All tenant applications will be taken and processed in the order in which they are received consistent with Federal, State and Local Fair Housing Laws. Any Fair Housing Complaints will be referred to the Housing Programs Manager and the Director of Community Relations.

VI. Application Process

A. Packet

If the property meets eligibility requirements listed in Section III above, the Property Owner must complete a full Application packet for assistance with the Housing Programs Division. The Property Owner must complete and provide the following documents to the Housing Programs Division:

- Property Owner Application for Assistance
- Lead Based Paint Testing Fee
- Occupancy Report
- If available, pre-evaluation Disclosure of Lead Based Paint Hazards
- Property Owner Program Agreement
- Letter of commitment from Property Owner or Lender documenting availability of the Property Owner's minimum 25% contribution
- Copies of: Current Profit and Loss statements for occupied units

B. Tenant Notification

At the time that a Property Owner completes the Pre-application for assistance, the Property Owner must send each Tenant Household currently residing in the subject property a notification, via certified mail, that the Property Owner has applied for Federal rehabilitation dollars. This letter (URA #1) will outline the Tenant Household's pre-construction rights under the Uniform Relocation Act.

As part of the Property Owner's submission of a full Application for assistance, each current Tenant Household will be required to complete the following documents:

- Tenant Profile Form
- General Release of Information form
- Lead Based Paint and Fair Housing Receipt of Information form

C. Priority of Processing Applications

Applications will not be considered “complete” by the Housing Programs Division until all of the required Property Owner and Tenant Household information has been provided. Applications will be processed on a “first qualified – first served” basis and not necessarily in the order in which they are received. Failure to provide the required information and/or documentation in a timely manner may result in the delay or denial of assistance. Priority will be given to applications with units with three or more bedrooms.

VII. Determining Scope of Work

A. Types of Eligible Property Improvements

All general interior improvements are eligible. It is expected that all properties, at the conclusion of the project, will have properly insulated walls and ceilings, energy efficient windows and/or storm windows, and energy efficient central heating and cooling systems, and shared or individual laundry facilities, to the extent practicable. Separate utility service for each unit is required.

The scope of work will be determined based upon the initial property inspection by the Housing Programs Division, local and state building regulations, HUD Housing Quality Standards, and Property Owner desired improvements.

B. Specification Preparation, Cost Estimate and Bidding

After the Housing Programs Division determines that the property meets the initial eligibility criteria listed in Section III above, the Housing Programs Division will complete a Housing Quality Standards and property inspection. Based upon this information, and any other proposed improvements to the property, the Housing Programs Division will complete a Cost Estimate. Photos will be sent to the Historic Preservation Officer for historical compliance. Any architectural features deemed historically significant that must be preserved or repaired in accordance with Historic Preservation guidelines will be incorporated into the final Work Specifications.

The Owner will provide architectural drawings, including all mechanical, plumbing, electrical, and material schedules from a qualified architect or draftsman when new units will be created from previously unoccupied space, or in the event that substantial rehabilitation of existing units will occur. The Owner must make these renderings available to the Housing Programs Division prior to the writing of the Work Specifications. These drawings must also be reviewed and approved by the Village of Oak Park Department of Building & Property Standards.

The Housing Programs Division will write Work Specifications outlining the items to be completed (including Lead Based Paint, Local Building Code, Zoning and Ordinance requirements) and submit the specifications to the Property Owner and all other appropriate parties for review and written approval as required.

The Housing Programs Division will review the Cost Estimate with the Property Owner for economic feasibility, and review whether the Property Owner and Tenant Household(s) have met all Rental Rehabilitation Program requirements. If required, a Lead Based Paint Risk Assessment on the residential portion of the building will be performed by appropriately certified personnel.

Upon approval of the Work Specifications and completion of the cost estimate, the Housing Programs Division or designee will hold an on-site bid orientation to assist the Property Owner in soliciting bids from approved, licensed/certified General Contractors. The Property Owner will select the bidders from a list provided by the Housing Programs Division. The Property Owner may select a Contractor or Sub-Contractor who is not on this list, however, the Contractor or Sub-Contractor must meet all of the standards of the Rental Rehabilitation Program. At least two complete bids must be received per project.

The Housing Programs Division shall create a Bid Tabulation and provide this information to the Property Owner. The lowest, *responsible* bid will establish the cost of the project. If the Property Owner desires to utilize a higher bidder, he/she will be responsible for the difference in cost. Once the Property Owner has selected a Contractor, the Housing Programs Advisory Committee will recommend approval or denial of the request for funds. Recommended approvals will be forwarded to the Board of Trustees for consideration and final action.

The Property Owner and selected Contractor will be required to obtain all appropriate work permits from the Department of Building and Property Standards. The Village of Oak Park will waive permit fees for work that falls within the approved Scope of Work. Prior to obtaining any permit, the property owner and/or contractor will obtain a certification from the Housing Programs Division that the work falls within the approved Scope of Work.

C. Lead Based Paint

If required, any property built prior to 1978 will have a Lead Based Paint Risk Assessment performed to detect any Lead Based Paint hazards. All known hazards will become part of the Work Specifications. The incremental costs in construction due to Lead Based Paint hazards may be paid for out of CDBG loan funds or the owner's portion and will be included as part of the total rehab cost.

The Housing Programs Division will be solely responsible for ordering of all Lead Based Paint testing and Clearance exams. All testing and clearance exams will be paid for from Owner Escrow Funds.

All properties must pass a final Clearance test. Multiple Clearance tests may be required depending on the length and type of Lead Based Paint work being performed. The Housing Programs Division will use the Owner's Escrowed funds to pay for a Risk Assessment if needed and the initial Clearance test. If the escrowed fees are not enough to cover the cost of the testing, the additional costs will be added to the loan. If the initial clearance test on any area fails, then the Contractor

who performed the Lead Based Paint reduction work will be responsible for payment of all subsequent tests until clearance of the area in question is obtained.

If required, Property Owners will receive a copy of the Lead Based Paint Risk Assessment and Clearance report and must post these reports in a conspicuous area of their property for the purpose of notifying Tenant Households as to the presence and remediation of Lead Based Paint hazards.

All work performed on lead-containing surfaces must conform to Lead Based Paint Safe Work Practices and/or lead hazard treatments as indicated in the Work Specifications and must be supervised by an Illinois Licensed Lead Supervisor and performed by Illinois Licensed Lead Workers trained in Lead Based Paint Safe Work Practices and/or Abatement measures, in accordance with HUD regulation (24 CFR 35.1330 (a)(4)) and the Environmental Protection Agency's Renovation Repair and Painting Rule (40 C.F.R Part 745).

In order to ensure compliance with HUD and State of Illinois Lead Based Paint regulations, all participating General Contractors who do not possess the required Lead Based Paint certifications will be required to Sub-Contract with an appropriately Illinois Licensed Lead Supervisor. As part of the bid package, a list of Illinois Licensed Contractors will be provided to all bidders by the Housing Programs Division.

D. Contractor Payment

For the duration of the project, contractors may make multiple payment requests to the Housing Programs Division. The Village will retain 20% of the total amount requested from each interim payment request. The Village of Oak Park will not provide "advance" money or authorize payment for items which are not completed or properly installed with the exception of "rough-in" installations of plumbing, electrical or mechanical systems. Upon completion of the improvements, the Village will inspect the contractor's work. After the property passes its final inspection and the Village receives the contractor's signed waiver of lien, the Village will make the final payment to the contractor.

VIII. Loan Approval Process

Once the project has been reviewed by the Housing Programs Advisory Committee and approved by the Village of Oak Park Board of Trustees, the Property Owner will be notified, in writing, of the approval or denial of the project. If the project has been approved, the Property Owner must deposit their leveraged funds into the Housing Programs Division's escrow account and sign and complete the following CDBG loan documents:

- Loan Commitment and Agreement
- Mortgage Note
- Insurance Change Agreement
- Rent Affordability Checklist (signed by Property Owner)

At, or after loan closing, the Property Owner and Contractor execute the following documents:

- Property Owner/Contractor Agreement
- Occupant Protection Plan for Interim Control or Abatement activities
- Contractor Lead Based Paint Certification form (for Interim Control activities only)
- Notice to Proceed order (issued by Property Owner)
- Notice of Commencement (issued by Property Owner)

IX. Uniform Relocation Act

As stated above, all Tenant Households in place at the time that the Property Owner applies for funds will be notified of the Property Owner’s intent to rehabilitate the property with Federal funds. This letter is referred to as the General Information Notice (URA #1). Once the project has been approved and a construction start date has been established, these same Tenant Households will receive a Notice of Non-Displacement (URA #2).

A third notice (Notice to Prospective Tenant) must be given to all prospective Tenant Households prior to their signing of a lease during the period between project approval and the completion of the rehabilitation activities.

****** Generally, existing Tenant Households are not required to re-locate during rehabilitation activities; however, if re-location is necessary due to these activities, all costs associated with displacement will be the sole responsibility of the Property Owner.***

X. Ongoing Program Compliance

A. Number of Required Restricted Units per Property

During the term of the affordability period described above, the Property Owner agrees that the following number of units based on building size will be rented to tenants with household income at or below 80% of the Area Median Income for Cook County. Property Owners must provide each Tenant Household a copy of “Fair Housing – It’s Your Right” and the Lead Based Paint booklet “Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools” prior to the Tenant signing a lease. The Tenant must sign an acknowledgement letter indicating that they have received the booklet.

Number of Total Units	Number of Restricted Units
One	One
Two	One
Three	Two
Four	Three
Five	Three
Six	Four
Seven	Four

******All documentation pertaining to this program must be maintained by the Property Owner for a minimum of 5 years beginning on the date when all units of a project are occupied.******

B. Maximum Rent For Restricted Units

The maximum contract rent charged cannot exceed the most current HOME rent limits published by HUD for the Chicago-Naperville-Joliet, IL area depending on the income level of the applicant. This applies to units with tenants in place at the time of rehabilitation and for vacant or newly created units at the time of initial occupancy.

For units with Tenant paid utilities (except for telephone and cable television), the maximum contract rent that may be charged will be the applicable HOME rent limit less the cost of all Tenant paid utilities as determined by the Oak Park Housing Authority Annual Utility Schedule.

Property Owners and their immediate families are not eligible to rent the restricted units.

C. For all Units

If rents charged by the Owner prior to the submission of the application were less than maximum allowable rents under the program, the Owner may not increase rents on occupied units, regardless of Tenant Household income, from the pre-rehab rent for a minimum of one year after rehabilitation has been completed.

D. Prospective Tenants

The Property Owner must submit all Village of Oak Park/HUD required documentation, along with a copy of the lease, to the Housing Programs Division for review at least **5 days** prior to entering into a lease agreement with a prospective Tenant Household. This applies only at initial occupancy of units that are newly created or for existing units that were vacant at the time of rehabilitation.

E. Accessibility Modifications

A Property Owner must make reasonable accommodations in rules, policies, practices, or services when accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy residential real property. The Property Owner shall not refuse to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by the person with a disability, if that modification may be necessary to afford that person full enjoyment of the premises. Reasonable modifications may include things such as handrails and raised countertops. The person with the disability may be required to return the premises to its original condition upon vacating the premises.

F. HUD Housing Quality Standards

At project completion, all CDBG assisted and non CDBG assisted units and common areas must comply and to comply at a minimum with Housing Quality Standards guidelines. During the Affordability Period, properties will be inspected at year 2 after project completion and in year 4 after project completion.



Single-family Housing Rehabilitation Program

Guidelines and Brochure

Village of Oak Park
Community Services Department
Single-Family Rehabilitation Loan Program
Oak Park, Illinois

POLICY GUIDELINES

A. ELIGIBLE PROPERTY OWNERS

1. Benefit to Very Low- and Low- Income Owner-Occupants.

The program must benefit very low- and low-income households. Very low-income households are defined as households with income below 50% of the Area Median Income for the Chicago Metropolitan Statistical Area including Cook County as defined by HUD. Low-income households are defined as households with income below 80% of the Area Median Income for the Chicago Metropolitan Statistical Area including Cook County. The income of all adult (18 years and older) occupants shall be included on the application.

2. Income and Asset Eligibility

Income eligibility will be determined using the annual income definition of 24 C.F.R. Part 5, according to the requirements of 24 C.F.R. Part 570.3 and 24 C.F.R. Part 570.208(A). Rehabilitation costs must exceed 50% of the applicant's liquid assets. If the cost of rehabilitation is 50% or less of assets the applicant is ineligible. (For example, if the liquid assets total \$20,000, the rehabilitation costs must exceed \$10,000). Liquid assets may include but are not limited to any asset such as; stocks, bonds, savings accounts, or checking accounts.

3. Property Value

The after-rehabilitation value of the property cannot exceed the median single family home value as determined by the Village of Oak Park annually.

4. Program priority is upgrading of housing/poor credit risk loans

A program priority is the upgrading of Oak Park's housing stock. Therefore, in cases where homeowners are poor credit risks, loans may still be made, at the discretion of staff, since the loans are secured by the property, and any arrearages in repayments can be collected at the time of property transfer.

5. Eligibility of Village employees

Eligibility of Village employees for this program will be determined by the Conflict of Interest and Ethics Ordinance. 1993-0-24, adopted 4/4/93 in addition to all other program requirements, including including CDBG conflict of interest requirements of 24 C.F.R. Part 570.611

6. Unfeasible rehabilitation projects

Rehabilitation projects will be considered unfeasible if:

- the dwelling is substandard,
- there are severe debts,
- back taxes or mechanics liens are owed,
- there are other financial threats to the household affecting retention of title, or
- there is little hope of making the project viable based on previous project budgets.

A substandard dwelling is one where the maximum loan amount available will not be enough money to do the amount of work to improve the property so that the value will be sustained over time to allow repayment of the loan, or the severity of the code deficiencies is too severe to be corrected by the maximum amount of the loan available.

7. Eligibility for subsequent loans

Past loan recipients will be eligible for second or additional loans after five years from the date of Board approval of the previous loan if the applicant meets all program criteria. Emergency loans (as defined in these guidelines) will be available regardless of other SFR Program loans. Owners who have previously received a payback loan must have demonstrated satisfactory performance on their loan before the Village will make any subsequent loans.

B. ELIGIBLE PROPERTY TYPES

1. Owner-occupied dwelling in Oak Park

The property must be a single family one dwelling unit in Oak Park. The property must be owner-occupied. A condo unit is defined as a single family dwelling. For condominium units, the improvements can only be made for those areas, within a unit, which the owner of the unit has authority to change, alter or improve, as defined by the condominium declaration, by-laws, and/or other rules and regulations as issued and adopted by the condominium association or board.

Improvements to common elements and limited common elements are not within the scope of this program.

2. Clear title

The owner must have clear title to the property without any cloud on the title which shall not include any prior recorded consensual liens. The applicants must be the sole title holders of the dwelling which will undergo project rehabilitation, unless a release is obtained from any person on the title agreeing to the additional encumbrance.

3. Contract sales

The Village will not make SFR Program loans to properties undergoing a contract sale unless both the seller with legal title to the property and the buyer with equitable title enter into the loan transaction.

4. Equity ratio

There must be 10% post-rehab equity in the property. If there is a question about post-rehab equity during the initial screening process, staff will inspect the property, develop a probable scope of work and cost estimate for the project, and order a short form post-rehab appraisal from a qualified appraiser. The cost of the appraisal shall be covered by the loan proceeds if the loan is approved, or by the Village if the loan is denied. No appraisal is necessary if the owner can provide the Village with an appraisal that is less than two years old and the staff considers it to be valid. (Guideline amendment approved by Oak Park Village President and Board of Trustees February 20, 2001.)

5. Hazard Insurance

Before a project can begin, hazard insurance on the dwelling must be at least 80 percent of the property and dwelling's approximate current market value.

6. Poor property maintenance

In cases of poor property maintenance, staff may delay taking an application until the homeowner has done exterior and interior clean-up, and correction of minor code violations where possible.

7. Water and Property Tax Bills

Water and property tax bills must be current. No portion of the loan shall be used by the owner to pay either water or property tax bills.

C. SCOPE OF WORK

1. Loans will be prioritized to address the following work items:

Category A: Code violations and residential rehabilitation standards

These items are included in the Village of Oak Park's housing code, building code and rehabilitation standards.

When sufficient public and/or private funds are available, all Category A items shall be completed. If there are not sufficient resources to complete all the items in Category A, then the work shall be subject to the following priorities:

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

Category B: Incipient Code Violations

These items include those elements of the structure which are not in violation of the housing code, but appear to be in a condition that will deteriorate into a code violation if left uncorrected.

Should sufficient resources be available to complete all items in category A, then category B items shall be undertaken.

In addition, any item which can alleviate a physical hardship for disabled applicants shall be considered. These items include egress ramps, plumbing modifications, and accessories, grab rails, etc.

Category C: Energy Conservation

These items are directly related to the conservation of energy by upgrading the dwelling's thermal protection, such as insulation, water saving fixtures, furnances and window replacement. Items in this category will be completed if sufficient

funds remain after completion of items in categories A & B. These items are to conform to the Department of Housing and Urban Development "Initiative on Energy Efficiency in Housing."

Category D: General Property Improvements

These work items constitute improvements which can be made to the property. Examples include landscaping, sump pumps, etc.. Luxury items such as room additions, air conditioning, decks etc. will not be considered.

2. Garage repair

Garage repair to address a code violation is allowable, but must not be the only or the major item of the project. Garage work must be limited to minor or moderate rehabilitation; new construction or major rehabilitation is not allowed. Consideration will be given to whether the garage is used for the homeowner's auto, or for rental, storage or another secondary purpose. In situations where a garage is dilapidated beyond repair, the project may include demolition of an existing garage and construction of a new slab only if the project will address all code violations for the dwelling itself.

D. LEVELS OF ASSISTANCE AND TYPES OF LOANS

1. Minimum and maximum project budget

The minimum project budget is \$2,500 and the maximum will be up to \$25,000 inclusive of contingency. If required, appropriate lead hazard reduction activities will be funded as a grant.

2. Emergency Loans

No-interest emergency loans of up to \$5,000 will be repaid in a lump sum upon the earlier of the following: in 5 years; or upon sale or other transfer of title. An emergency loan can include the correction of:

- emergencies and code violations of an emergency nature,
- other work related to the emergency, and
- minor other work in the same trade.

All work to be covered under an emergency loan must be disclosed. Staff in consultation with the owner determines all work to be included.

The minimum project budget for an emergency loan is \$500. The equity requirement is 10% of the post-rehab value of the property, as defined and determined in B. 4. above. (Guideline amendment approved by Oak Park Village President and Board of Trustees October 5, 1998 and June 16, 2008.)

3. Deferred Title Transfer Loan

Loans will be made at no interest for terms up to 20 years to very low- and low-income owners as defined by HUD. The maximum loan is up to \$25,000 per unit. Loans will be repaid in a lump sum upon the earlier of the following: in 20 years; or upon sale or transfer of title.

4. Contingency

Project budgets shall include a contingency of up to \$5,000. The contingency is intended to pay for work related to the scope of work that was not anticipated at the time the scope of work was prepared. Staff shall determine the contingency amount based on the nature of the proposed work, but in no event can the contingency exceed \$5,000 or be less than 10% of the project budget. If the contingency amount is not used, the staff and owner(s) shall mutually decide whether to reduce the loan amount or to spend the amount on other eligible work. The project budget including the contingency amount may not exceed \$24,999.

E. APPROVAL PROCEDURES

1. Confidentiality of Owner's Names and Addresses

Property owner's names and address will not be mentioned during the Village Board meetings, but will be recorded in official Village files and be available upon appropriate request.

2. Priorities for applications

Applications will be qualified based on income and asset eligibility and type of work identified. Applications will be handled based on the date of qualification. A priority system (other than date of qualification) may be needed if a waiting list develops. Criteria may include severity of need (emergency).

3. Application Fee

An application/service fee of 1% of the total rehabilitation costs will be charged for all loans, and due upon approval of the application by the Board of Trustees.

An application/service fee of \$75 will be charged for all emergency loans and paid in advance.

4. Approval Process

Staff will receive applications, verify income and assets, order title searches, request appraisals, obtain credit reports and other necessary verifications. Upon receipt of all necessary documentation, a decision will be made as to the financial eligibility of the applicant(s) and the program category for which they primarily qualify. Staff will then inspect property and prepare a work list and cost estimate. Staff will review work list and cost estimate with homeowner. Homeowner must agree with the work list and cost estimate before application is further processed.

Upon completion of the work list and cost estimate, a loan recommendation will be made to Housing Programs Advisory Commission "HPAC." HPAC will review the loan recommendation for eligibility and will make a recommendation to the Board of Trustees. The Board will make the final decision. The applicant will be notified, in writing, of the Board's decision.

Emergency loans may be approved by the Housing Programs Manager, the Director of Building and Property Standards and the Village Manager. The Village Manager's office will provide information to the Board regarding each emergency loan, approved as stated above.

After approval by the Board, staff will verify continued eligibility of the applicant. The applicant shall sign a note and mortgage, immediately, after approval of the loan. The note and mortgage will reflect the approved loan amount.

If the applicant is deemed ineligible for any reason throughout the process, he/she will be notified, in writing, as to the reason(s) for his/her ineligibility.

F. REHABILITATION PROCEDURES

1. Contractor Selection and Payment

In recognition that the home being repaired is the property of the applicant, the applicant will be responsible for selecting the contractor that will work on the home. Except for emergency loans, the homeowner is required to obtain at least three (3) bids for the work. All bids must be submitted to the homeowner. The Village will not solicit any bids on behalf of the homeowner. The selected contractor must meet the following requirements:

a. The general contractor and all subcontractors must be properly licensed to work in the jurisdiction where the work is being done and must submit evidence of program required insurances, licenses, bonding and other credentials.

b. The proposal from the contractor may not exceed 10% of the cost estimate prepared by the Housing Programs Division staff to perform the proposed repairs or be lower by more than 15%.

c. The homeowner may not perform the functions of the general contractor and/or subcontractors.

d. The general contractor and all subcontractors must not be debarred.

2. Contract

Once an agreement is reached between the homeowner and contractor, a pre-construction meeting between the above parties and staff shall be scheduled to review all related construction documents. If both parties are in agreement, contractor and homeowner shall sign and date the accepted bid, in order to verify that the items were reviewed, discussed and accepted by the parties. If changes are necessary, the contractor shall make the homeowner and staff aware of the situation accompanied by the proposed costs to cure. The changes, if any, shall be reviewed by staff and if deemed warranted, a change order shall be executed by all parties.

A separate benefit agreement between the homeowner and the Village of Oak Park shall be necessary to clarify and verify the obligations of the Village and the homeowner, as the Village is not a party to the homeowner/contractor agreement. The parties, including the Village, shall sign off on an alternative dispute resolution process for deciding all disputes related to the contract and warranties.

3. Inspections

During the construction process, staff shall conduct progress inspections along with inspectors from the Building Department. Progress payments will be made pursuant to the contract terms and if the work has been completed satisfactorily including passing all inspections.

4. Interim Payments

Interim payments to the contractors shall be made pursuant to the contract and only after receipt of sworn statements, pay-out orders, inspection tickets, contractor affidavit(s), and when necessary, paid invoices. If a dispute arises between the homeowner and contractor, the Village will make interim payments upon notification that the parties have completed the alternative dispute resolution process and an agreement has been reached. If necessary, a new

note and mortgage shall be signed by the homeowner to reflect any changes in the final contract.

5. Completion

Upon completion of the work, the contractor, homeowner and staff shall inspect the work. If the work has been completed satisfactorily including passing all required inspections, the contractor shall submit a final pay-out order affidavit and all necessary releases of liens and warranties shall be collected for distribution to the homeowner. For work not satisfactorily completed, staff shall issue a "punch list" (statement of incorrect or incomplete items) to the contractor. The items shall have to be completed within a specified time period. Once the "punch list" is completed, the pay-out shall be processed. Staff shall officially close-out the case. If a dispute arises between the homeowner and the contractor, the Village will make final payout upon notification that the parties have completed the alternative dispute resolution process and an agreement has been reached.

6. Warranty

Should a dispute between the contractor and owner arise during the contractor's one-year warranty period, the parties shall utilize the alternative dispute resolution process. There is no obligation or liability of the Village of Oak Park in such circumstances.

G. REFINANCING

Refinancing criteria

In cases where former loan recipients wish to refinance mortgage(s), other than the Village's, and request that the Village maintain its subordinate position, the Village will agree to maintain its junior position if:

- a. There is adequate equity in the property to support the total proposed encumbrance, per policy guideline number B4. (if necessary, homeowner(s) will submit an appraisal as proof of equity);
- b. The cost of the refinance is the only allowable equity taken out of the property (see below); and
- c. There has been satisfactory performance over the previous 24 months on the existing loan.
- d. Staff may also recommend Village Board approval of subordinations: 1) in cases of extreme emergency, when home equity is the only source of funds (as

approved by the Housing Programs Manager, and the Village Manager's office; and 2) in cases when equity is taken out, it is put back into the property in the form of home improvement. (Guideline amendment approved by Oak Park Village President and Board of Trustees February 20, 2001.)

e. Staff shall review the financing terms for reasonableness to protect the Village's interest.

Approved by the Oak Park Village President and Board of Trustees March 17, 1997
Amendment (D. 3.) approved October 5, 1998
Amendments (B.4., D.1., and F.1.b.) approved February 20, 2001
Amendment (D.4.) approved March 21, 2005
Revisions approved February 4, 2008
Revisions approved June 16, 2008
Revisions approved October 19, 2009

Rehabilitation Loans

Programs for single-family houses



The Village of Oak Park
Village Hall
123 Madison Street
Oak Park, Illinois 60302

708.383.6400
Fax 708.383.6692
TTY 708.383.0048
village@oak-park.us
www.oak-park.us

Expert Staff Assistance

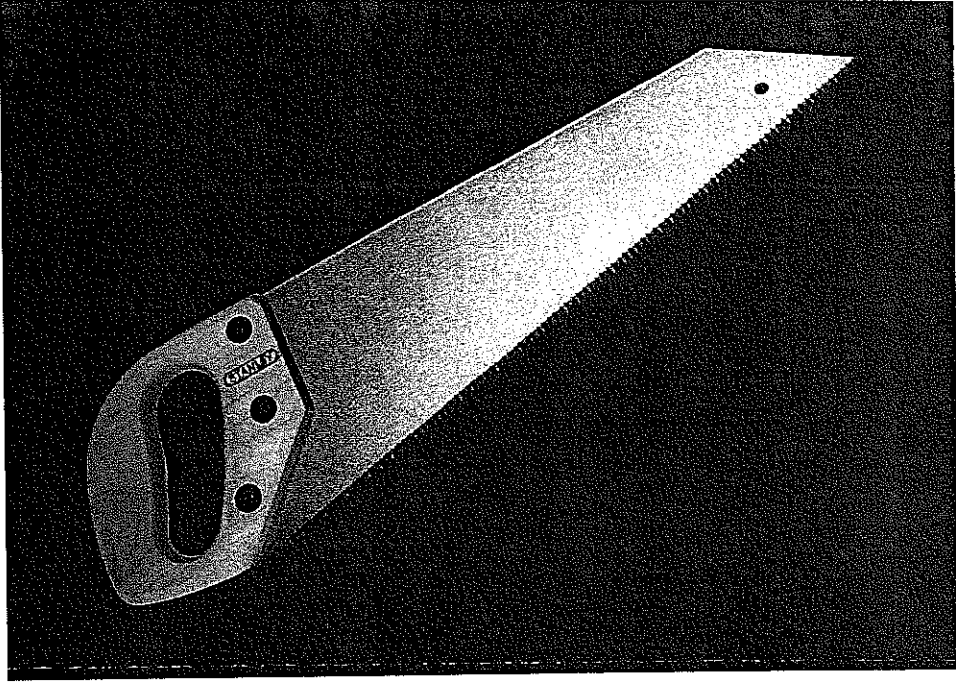
Staff members in the Village of Oak Park's Housing Programs Division are dedicated to making each project a success. Staff will determine eligibility for a program, guide applicants through the loan application process and assist with the project's construction process. Village staff also will administer expenditures of all loan funds, including payouts to contractors.

As qualified applicants make plans for a rehabilitation project, the Village will:

- Conduct a complete inspection of the property
- Help property owner prioritize needed short- and long-term improvements
- Identify preferred rehab methods
- Prepare comprehensive construction specifications
- Work with the property owner to seek bids from qualified contractors
- Inspect work in progress
- Certify the quality of the work before payment is made to the contractor

For more information about rehabilitation loans and other housing programs, please contact:

Community Planning &
Development Department
Housing Programs Division
708.358.5410
housing@oak-park.us



ADA Compliance

The Village of Oak Park intends to comply with the Americans with Disabilities Act (ADA) by making reasonable accommodations for people with disabilities. If you have questions about the Village's compliance, contact the Village's ADA coordinator.



Printed on recycled paper

6.10



Housing Rehabilitation

The Village of Oak Park is known for its fine housing stock. When residents improve their properties, they invest not only in a building but also in the community. These efforts have upgraded entire blocks and neighborhoods. The Village offers two programs to assist income-eligible homeowners in rehabilitation efforts. Funds come from the Community Development Block Grant (CDBG) program administered by the U.S. Department of Housing and Urban Development (HUD).

Loan Programs

Deferred-Payment Loans

No-interest loans of up to \$25,000 for single-family houses are made to property owners whose incomes are within the eligible limits. The loans are repayable after 20 years or when the property's title is transferred. The loan is placed as a junior mortgage against the property.

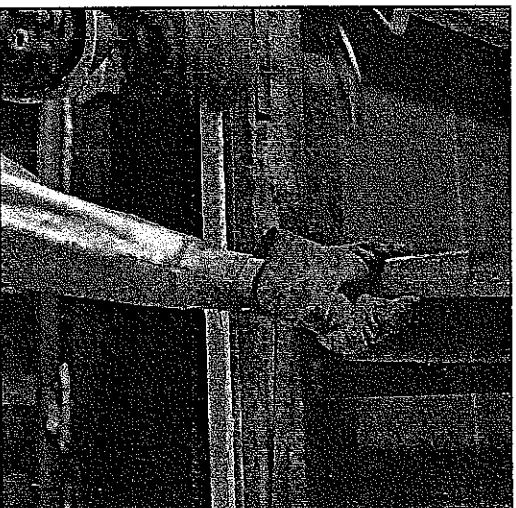
Emergency Loans

No-interest loans of up to \$5,000 for single-family houses are made for correcting emergencies and emergency code violations such as a furnace replacement. Loans are repayable after five years or when the property is transferred. The loan is placed as a junior mortgage against the property. The application process and rehab work are expedited so that the emergency situation can be corrected quickly.

Eligible Improvements

Loans are prioritized to address the following work items:

- Correcting life-threatening conditions, health and safety items, and structural, electrical, mechanical, plumbing and fire prevention
- Developing issues that if left uncorrected will become building code violations
- Energy conservation
- General property improvements

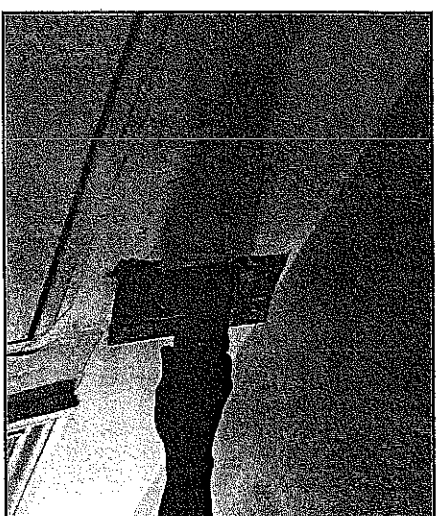


General Eligibility Requirements

To be eligible for one of these programs the following criteria must be met:

- Property must be located in Oak Park
- Property must be a single-family house
- Applicant must hold title to the property
- Applicant must live in the building
- Applicant must have adequate equity in the property
- Applicant's household gross income must fall within specified limits. Gross income includes wages, net business or rental income, interest and dividends, Social Security or pension payments, unemployment or worker's compensation payments, public aid, alimony and child support.
- Rehabilitation costs must exceed 50 percent of the applicant's liquid assets

Eligible income limits are based upon household size. Limits are subject to change. Check with the Housing Programs Division for the current limits.





Programmatic Agreement for Historic Preservation

**PROGRAMMATIC AGREEMENT
AMONG THE VILLAGE OF OAK PARK,
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR CERTAIN PROGRAMS OF THE
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
ADMINISTERED BY THE VILLAGE OF OAK PARK**

- WHEREAS, the Village of Oak Park, Illinois (Village) has determined that the implementation of its Community Development Block Grant (CDBG) and other U.S. Department of Housing and Urban Development (HUD) programs for Federal Fiscal Years 2002 – 2012 (listed in Appendix A) may have an effect on properties included or eligible for inclusion in the National Register of Historic Places; and
- WHEREAS, these programs are administered by the Village's Community Services Department (Department) and encompass a variety of activities including: rehabilitation, new construction, demolition, and infrastructure improvements; and
- WHEREAS, the Village has consulted with the Illinois State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (Council) pursuant to Section 106 of the National Historic Preservation Act on 1966, as amended (16 U.S.C. 470f) and its implementing regulations, "Protection of Historic and Cultural Properties" (36 CFR Part 800); and
- WHEREAS, the Village, the SHPO and the Council have determined that the Village can more effectively fulfill its Section 106 review responsibilities for CDBG, HUD and IHDA program activities if a programmatic approach is used to delegate Section 106 compliance responsibilities to the Village; and
- WHEREAS, the Village is a Certified Local Government with a historic preservation review commission and qualified professional staff who will carry out duties enumerated below.

NOW, THEREFORE, the Village, the SHPO, and the Council agree that the programs shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

I. Qualified Personnel

- A. The Village shall ensure that it maintains a staff that meets the qualifications outlined in 36 CFR Part 61, the Secretary of the Interior's Professional Qualification Standards, hereafter referred to as Certified Staff.
- B. The Village shall ensure that all historic preservation work carried out pursuant to this Agreement is carried out by or under the direct supervision of Certified Staff.

- C. The Village shall notify the SHPO annually whether it has employed or contracted with qualified professionals to carry out reviews under the terms of the Programmatic Agreement or whether it will require assistance from the SHPO. The vitae of qualified professionals and/or contractors shall be provided to the SHPO for review as a component of the Certified Local Government Annual Report.
- D. The Village will notify the SHPO of any proposed staffing changes or vacancies. If the Village does not have Certified Staff in place or if the SHPO does not certify a Village staff person or consultant, then this Agreement will become null and void and the Village instead will comply with 36 CFR Part 800.4 through 800.6 with regard to individual undertakings covered by this Agreement.

II. Exempt Activities

When the following activities are proposed for properties listed on the National Register or eligible for listing on the National Register, further review is not required because there is limited potential to affect the historic resource.

- A. Involvement of properties less than 50 years old not listed on or eligible for the National Register.
- B. Repair or replacement of electrical, plumbing, heating and ventilation systems or their components, when no structural alteration is involved. This includes repair or replacements of electrical panels, breakers, circuits, switches, receptacles and fixtures, plumbing and water lines, drains, sewers, fixtures, water heaters, heating vents, floor furnaces, wall heaters, central heat systems and gas lines.
- C. Painting of any exterior component which has previously been painted.
- D. Repair or replacement of existing curbs and sidewalks in kind (historic slate sidewalks are NOT exempt).

III. Identification and Evaluation of Historic Properties

- A. Identification of Historic Properties
 - 1. The Village will continue to survey its historic properties and forward information on locally significant properties to the SHPO. This information will be conveyed via the Certified Local Government Annual Report.
 - 2. In conducting a local identification of historic properties the Village shall review and consult:
 - a. The current listing of the National Register of Historic Places.
 - b. The current Village of Oak Park Local Landmarks list.
 - c. The Illinois Historic Sites Survey (1972).

- d. Designations of "architecturally interesting buildings" cataloged as part of the land use and building condition surveys for official neighborhood plans in Oak Park and/or other comprehensive building surveys.
3. When the Village determines that additional information is required to adequately assess the presence of historic properties, additional surveys shall be conducted that are responsive to the nature of the undertaking. As appropriate, the focus of the identification surveys shall be on target areas rather than property-by-property.

B. Evaluation of National Register Eligibility

1. Documentation for properties 50 years or older involved in a HUD or IHDA funded undertaking that are not individually listed in the National Register of Historic Places will be evaluated by Certified Staff. Certified Staff shall apply the National Register criteria and determine if the structures qualify for National Register eligibility.
2. If Certified Staff has questions concerning the eligibility of a certain property, he or she will forward documentation to the Oak Park Historic Preservation Commission (Commission) for evaluation and recommendation.
3. If the Commission has questions concerning the eligibility of a certain property, they will forward documentation to the SHPO for evaluation and recommendation. If the Commission chooses not to accept the recommendation of the SHPO, in this instance, they will forward adequate documentation, including the views of the SHPO, to the Keeper of the National Register of Historic Places for a formal determination of eligibility in accordance with 36 CFR Part 800.4(c). The SHPO shall be notified accordingly.
4. Certified Staff may submit eligibility determinations for properties to the Oak Park Historic Preservation Commission and SHPO concurrently in order to expedite the Section 106 review.
5. Properties determined to be not listed on the National Register or not eligible for the National Register will be documented as such by Certified Staff and a copy of that determination will be included in the individual project files.

IV. Treatment of Historic Properties

- A. Properties listed on the National Register, eligible for listing on the National Register, and which have been determined to meet the National Register criteria in accordance with Stipulation III shall be treated in accordance with this section.

B. Rehabilitation

1. The Village shall ensure that work write-ups of plans and specifications for all rehabilitation activities not listed as exempt under Stipulation II are developed in accordance with the recommended approaches in *The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (Standards). The Village may also use "*Architectural Review Guidelines for Village of Oak Park Landmarks and Historic Districts*", which are based upon the Standards and have been approved by the SHPO.
2. Prior to the initiation of rehabilitation activities, program recipients shall submit work write-ups or plans, photographs and specifications which evidence adherence to the Standards to Certified Staff for review and approval. These plans must be complete enough in order to facilitate understanding of the proposed project.
3. Should Certified Staff recommend modifications to the work write-up or plans and specifications to ensure that the project meets the Standards, program recipients shall make the appropriate modifications and submit revised work write-ups or plans to Certified Staff. Should program recipients determine that they cannot make the modifications recommended by Certified Staff to meet the Standards, program recipients shall consult further with the Commission. If Certified Staff, in consultation with the Commission, determine that the project meets the criteria of adverse effect, the Village will consult with the SHPO to develop a Standard Mitigation Measures Agreement in accordance with Stipulation V. If the SHPO determines that the Standard Mitigation Measures do not apply, the Village shall notify the Council and initiate the consultation process set forth in 36 CFR Part 800.5(e).
4. If a project will have no effect or no adverse effect on historic resources, it may proceed after review and documentation in individual project files by Certified Staff.

C. Demolition and Relocation of Historic Properties

1. Recipients shall not proceed with the demolition or relocation of contributing buildings within an historic district or properties listed in or eligible for listing in the National Register until the procedures set forth in this section are completed.
2. Demolition or relocation of properties that are included in or eligible for inclusion in the National Register, listed as contributing buildings within a historic district or included in the surveys listed in Section III.A.2., parts a through f, will be reviewed by the Commission on a case by case basis. The Village and Certified Staff will submit the following documentation to the Commission for review:
 - a. Location (including map) and description of the property proposed for demolition or relocation, including views of the public.

- b. Reasons for demolition, including documentation of building code violations, structural reports citing building deficiencies and estimated cost for rehabilitation; or reasons for relocation.
 - c. A cost comparison of rehabilitation versus property acquisition and demolition and summary of alternatives considered.
 - d. Photographs of the property depicting its current condition.
 - e. Future plans for the site.
 - f. Proposed site for relocation.
3. If the Certified Staff, in consultation with the Commission, determine that demolition or relocation cannot be avoided, the Village will consult with the SHPO to develop a Standard Mitigation Measures Agreement in accordance with Stipulation V. If the SHPO specifies that the Standard Mitigation Measures do not apply, the Village shall notify the Council and initiate the consultation process set forth in 36 CFR Part 800.5(e).

D. New Construction

Program recipients shall ensure that the design of new construction, infill construction, or additions to historic buildings is compatible with the historic qualities of the historic district or adjacent historic buildings in terms of size, scale, massing, design, features, and materials, and is responsive to the recommended approaches for new construction set forth in the Standards.

1. Program recipients shall develop preliminary design plans in consultation with the Village. Final plans and specifications will be submitted to Certified Staff for review and approval prior to the initiation of construction activities.
2. If Certified Staff, in consultation with the Commission, determine that the design of the new construction does not meet the Standards or would otherwise result in an adverse effect to historic properties, the Village shall consult with the SHPO to develop a Standard Mitigation Measures Agreement in accordance with Stipulation V.
3. If the SHPO determines that the Standard Mitigation Measures do not apply, the Village shall notify the Council and initiate the consultation process set forth in 36 CFR Part 800.5(e).

E. Handicapped Accessibility

Handicapped accessibility projects undertaken by the Village to comply with the American Disabilities Act and other local and federal requirements will follow these guidelines:

1. The Village will explore all alternative methods to provide handicapped accessibility to historic buildings consistent with the Standards, National Park Service Brief Number 32 "Making Historic Properties Accessible," and the Department of the Interior's report *Access to Historic Buildings for the Disabled: Suggestions for Planning and Implementation*.
2. To the extent feasible, handicapped accessibility features will not be located on primary elevations of historic buildings and will not result in the removal of significant historic or architectural features or materials. Final plans and specifications for handicapped accessibility projects shall be reviewed and approved by Certified Staff to determine if the projects meet these guidelines. If the Certified Staff, in consultation with the Commission, determine that the Standards cannot be met or if the project could have an adverse effect on a historic property, then prior to taking any action, the Village will consult with the SHPO and initiate procedures set forth in Stipulation V.

G. Site Improvements and Public Improvements

1. Site and public improvements within historic districts including sidewalk improvements, repaving of streets, installation of landscaping, street lighting and street furniture and other infrastructure improvements will adhere to the Standards. These improvements will be designed to ensure that character-defining elements of historic properties are preserved through repair or replacement in kind. Any new materials or features introduced in a historic district will be responsive to the character of that district.
2. Final plans and specifications for site and public improvement projects shall be reviewed and approved by Certified Staff. If the Standards cannot be met or if the project could have an adverse effect on historic properties, then prior to taking any action the Village will consult with the Commission.

H. Emergency Undertakings

1. When emergency demolition is required for historic properties associated with a HUD funded activity, Certified Staff will conduct an immediate review, if conditions allow. The existence of an emergency situation shall be based upon the need to eliminate an imminent threat of the health and safety of residents as identified by local building inspectors, fire department officials or other local officials.
2. The Village shall forward documentation to Certified Staff for review immediately upon notification that an emergency exists. Documentation should include:
 - a. Nature of the emergency
 - b. Historic property involved
 - c. Current condition of the building, including photographs

- d. Time frame allowed by local officials to respond to, or correct, the emergency situation.
3. The Village shall consult with the SHPO to the greatest extent possible given particular circumstances.
4. The Village shall ensure that any mitigation measures recommended by the Certified Staff or SHPO are implemented, if feasible.

V. Resolution of Adverse Effects

- A. If the Village, in consultation with the Commission, determine that a project meets the Criteria of Adverse Effect, the Village shall consult with the SHPO to determine whether the historic properties should be treated in accordance with the Standard Mitigation Measures outlined in Appendix B or reviewed in accordance with 36 CFR Part 800.5(e).
 1. The Village shall submit to the SHPO, background documentation to include an analysis of alternatives, recent structural reports or assessments of conditions, cost estimates for rehabilitation, programmatic and economic considerations, and marketing studies.
 2. If the SHPO determines that a proposed demolition is an acceptable loss or no prudent and feasible alternatives exist to implementing the undertaking without adverse effects, the Village, the SHPO and the program recipient shall execute a Standard Mitigation Measures Agreement as outlined in Appendix B.
 3. Upon receipt of the Standard Mitigation Measures Agreement from the Village, program recipients shall sign the Agreement and return the original to the Village within 30 days following receipt. In cases where the Village may act as program recipient, the Village will consult in the Standard Mitigation Measures Agreement with the SHPO. No further review of the undertaking is required by the Council.
 4. If program recipients object to the terms of the Standard Mitigation Measures agreement, the program recipients shall notify the Village and SHPO and initiate the consultation process set forth in 36 CFR Part 800.5(e).
- B. Standard Mitigation Measures Agreements shall not be executed when one of the following circumstances exist.
 1. The SHPO determines that the Standard Mitigation Measures do not apply to an undertaking.
 2. Program recipients object to the Standard Mitigation Measures proposed by the Village.
 3. The Village fails to respond within 30 days.
 4. The undertaking will adversely affect a National Historic Landmark.

5. The public objects during the open Oak Park Preservation Commission meeting or by certified letter.
6. Historic human remains are present within the area of potential effect.

VI. Treatment of Archeological Sites

- A. The Village shall notify the SHPO when ground disturbing activities over an acre are part of a local undertaking.
 1. The Village shall request the SHPO's opinion regarding the potential effect of such activities on archeological properties prior to initiation of project activities. If the SHPO can determine that there is a high probability for the presence of significant archeological sites or cultural remains within the project area, the Village or program recipients shall contract qualified archeologists to conduct archeological surveys. The Village shall forward the scope of work for the archeological survey to the SHPO for review and approval.
 2. If the Village and the SHPO determine that there is the potential for archeological properties listed in or eligible for listing in the National Register, the Village and the program recipients shall seek ways to avoid the archeological properties. If the properties cannot be avoided, the Village and the SHPO shall develop a data recovery plan that is consistent with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 CFR 44734-37) and take into account the Council's publication, "Treatment of Archeological Properties," its subsequent revisions and appropriate State guidelines. The Village shall ensure that the approved plan is implemented by qualified archeologists.

VII. Public Involvement

- A. Each year the Village will notify the public of the Village's current CDBG program and make available for public inspection documentation on the Village's CDBG program. Included in this documentation will be general information on the types of activities undertaken with CDBG funds, information on identified historic properties in the community which might be affected by these activities, the amount of CDBG funds available in the current program year, and how interested persons can receive further information on the program.
- B. At any time during the implementation of the measures stipulated in this Programmatic Agreement, should the public raise an objection pertaining to the treatment of an historic property, the Village shall notify the Commission and take the objection into account. Program recipients, the Village, the Commission, the SHPO, or the Council, when requested by the objector, shall consult to resolve the objection. Program recipients are not required to cease work while objections are being reviewed, but the Village reserves the right to halt work in light of valid arguments from the public.

VIII. Administration, Monitoring and Reporting

- A. The SHPO shall provide comments within 30 days for reviews or comments requested by the Village or the Commission, with the exception of emergency undertakings. In the event that the SHPO fails to comment within the 30 day time period, the Village can assume that the SHPO concurs.
- B. The SHPO shall conduct periodic training workshops for Certified Staff to review the requirements of this Programmatic Agreement. The SHPO shall also provide guidance related to implementation of the terms of the Programmatic Agreement.
- C. The Village shall ensure the SHPO of documentation for local undertakings which involve historic properties and were subject to the terms of the Programmatic Agreement in individual project or environmental files. Each project file shall include at a minimum:
 - 1. Documentation why one of the exemptions from review is applicable.
 - 2. Comments from Certified Staff, the Commission or the SHPO regarding the National Register eligibility of the property.
 - 3. Proposed treatment of historic properties.
 - 4. Before and after photographs.
 - 5. Work write-ups
 - 6. Date the project was completed.
- D. Documentation shall be available for review by the SHPO or Council following reasonable notice.
- E. The SHPO shall conduct periodic monitoring visits of the Village's project sites to ensure compliance with actions, plans, documents and agreements approved by the Village, the SHPO or Council pursuant to this Programmatic Agreement.
- F. Nothing in this agreement shall be construed as meaning that the Village cannot request the advice or assistance of the SHPO at any time.
- G. As a component of the Certified Local Government Annual Report, the Village shall summarize activities carried out under the terms of this Programmatic Agreement. The report will be submitted no later than June 1 of each year. The Annual Report shall include:
 - 1. List of property addresses submitted for review.
 - 2. Program in which the undertaking took place.
 - 3. Evaluation of National Register eligibility, and if eligible, the finding of effect.

IX. Effective Date

This Programmatic Agreement shall take effect on the date it is signed by all the parties, including the Village, the SHPO and the Council. The Programmatic Agreement will remain in effect until September 30, 2012, unless terminated due to failure to comply with the terms of the agreement.

X. Amendments

- A. Any party to this Programmatic Agreement may request it be amended or modified, whereupon the Village, SHPO and Council will consult in accordance with 36 CFR Part 800.13 to consider such revisions.
- B. Any resulting amendments or addenda shall be developed and executed among the Village, SHPO and Council in the same manner as the original Programmatic Agreement.

XI. Termination

Any party to the Programmatic Agreement may terminate the Agreement by providing 30 calendar days notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination.

XII. Compliance with Agreement

Execution and implementation of this Programmatic Agreement and carrying out its provisions evidences that the Village has satisfied its Section 106 responsibilities for all individual undertakings of the programs.

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By: Anne E. Haack Date: 8/8/02

VILLAGE OF OAK PARK

By: [Signature] Date: 8/08/02

ATTEST:

Sandra Sokol Date: 8/08/02
Sandra Sokol, Village Clerk

APPENDIX A

Programs Administered by the Village of Oak Park

U.S. Department of Housing and Urban Development Programs

1. Community Development Block Grant
 - (a.) Single Family Rehabilitation Loans
 - HOME Loans
 - 4% Amortization Loans
 - Deferred Payment Loans
 - (b.) Commercial Rehabilitation and Preservation Programs
2. Former Rental Rehabilitation Program (additional activities funded by program income from outstanding loan repayments)

Appendix B

Standard Mitigation Measures for Adverse Effects

Program recipients, the Village and the SHPO may develop and execute an agreement that includes one or more of the following Standard Mitigation Measures, as modified by the SHPO; for undertakings not listed in Stipulation V when the SHPO deems it appropriate. The Council will not be a party to these agreements; however, the Village must submit a copy to the Council for their records within 30 days after the Agreement is executed.

- A. Program recipients shall ensure that the historic property is recorded prior to its demolition, alteration or relocation in accordance with the Illinois Historic American Buildings Survey / Historic American Engineering Record (IL HABS/HAER) standards or a recordation plan developed by the SHPO. At a minimum this plan will establish recordation methods and standards. The SHPO shall identify appropriate archives for the deposit of recordation materials and program recipients shall be responsible for submitting such materials.
- B. The Village, in consultation with the SHPO, shall identify appropriate parties to receive salvaged architectural features. Program recipients shall ensure that significant architectural features are salvaged prior to the initiation of demolition activities and properly stored and curated. When feasible, salvaged architectural features shall be reused in other preservation projects, if appropriate.
- C. Program recipients shall ensure that the treatment of historic properties or the design of new buildings which cannot feasibly meet the Standards or approved design guidelines is carried out in accordance with the construction documents or work write-ups reviewed and approved by Certified Staff and the Commission.
- D. Program recipients shall ensure that the marketing plan proposed by the Village and the SHPO is implemented for a mutually agreed upon period prior to the demolition or relocation of historic properties. Program recipients shall review all purchase offers in consultation with the Village and the SHPO. If a successful purchaser is selected, program recipients shall include preservation covenants approved by the SHPO in the transfer deed. If no successful purchaser is identified, program recipients may either convey the property without covenants or proceed with the demolition or relocation after the historic properties have been recorded pursuant to IL HABS/HAER standards.



Multi-family Energy Efficiency Cost Analysis

Multi-Family Energy Efficiency Cost Analysis

Per residential unit or building envelope		Cost of all ECM's per Unit	Chosen ECM's per Unit	Annual Savings per Unit	Payback (Years)
light bulb changes	incandescent to CFL	50.00	50.00	146.00	0.34
window caulking	for reduced air infiltration	200.00	200.00	133.33	1.50
hot water boiler insulation	per unit x 4 units in building if central hot water boiler	150.00	150.00	214.29	0.70
low flow shower head, bathroom aerator, kitchen aerator	per unit x 4 units in building	8.40	8.40	52.50	0.16
low water consumption toilets	water savings from 5 gallon per flush to 1.5 gallon or .5 gallon	500.00			
attic/ roof insulation	per unit x 4 units in building	1,000.00	1,000.00	166.67	6.00
appliance replacement					
stove	possible inclusion of energy star appliances, dual size stoves	600.00			
water heater	high efficiency water heater, lower efficiency units, \$350	800.00			
refrigerator	phase out of older, less efficient units	1,000.00			
dishwasher	possible multi drawer units, phase out of older, less efficient	500.00			
tuck pointing maintenance	for reduced air infiltration	300.00	300.00	200.00	1.50
exterior caulking	for reduced air infiltration	200.00	200.00	133.33	1.50
storm door installation/ caulking	for reduced air infiltration and additional R value	300.00	300.00	200.00	1.50
power strip with shut offs for devices	dependent on owner dedication	100.00			
check attic ventilation / add vents	if attic insulation is added, check existing vents for blockage	200.00			
solar attic fan	to reduce heat gain in summer, lower AC costs	400.00	400.00	133.33	3.00
motion sensors on exterior lights	to reduce burn hours during darkness	100.00	100.00	33.33	3.00
		\$6,408.40	\$2,708.40	\$1,412.79	1.92
NOTE: Cumulative savings of all Energy Conservation Measures will exceed actual annual energy savings. Some improvements reduce the energy savings of other improvements.					