

City of Blue Island
13051 Greenwood Avenue
Blue Island, IL 60406
www.blueisland.org

AGENDA
REGULAR MEETING
City Council of the City of Blue Island, Illinois
October 14, 2014

Office of the Mayor

p (708) 597 8602
f (708) 597 1221

City Clerk

p (708) 597 8603
f (708) 396 7062

City Treasurer

p (708) 396 7067
f (708) 597 1807

Building & Zoning

p (708) 597 8606
f (708) 396 2686

**Community
Development**

p (708) 396 7037
f (708) 597 1221

**Community
Relations**

p (708) 396 7035
f (708) 597 1221

Senior Citizens

p (708) 396 7085
f (708) 396 7062

Finance

p (708) 396 7067
f (708) 597 1807

Water & Sewer

p (708) 597 8605
f (708) 396 7062

Public Works

3153 Wireton Road
Blue Island, IL 60406
p (708) 597 8604
f (708) 597 4260

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Presentation of Journal of Proceedings**

Motion to approve minutes from September 23, 2014

5. **Public Comment**

THE MAYOR AND CITY COUNCIL WELCOME YOU AS OBSERVERS TO THIS PUBLIC MEETING. YOU ARE REMINDED THIS MEETING IS FOR THE DELIBERATIONS OF THE MAYOR AND COUNCIL REGARDING CITY BUSINESS AND GOVERNANCE. IF YOU INTEND TO SPEAK, PLEASE LIMIT YOUR COMMENTS TO THIS EVENING'S BUSINESS. ONCE RECOGNIZED BY THE MAYOR, PLEASE APPROACH THE PODIUM, ANNOUNCE YOUR NAME AND ADDRESS AND DIRECT YOUR COMMENTS TO THE MAYOR AND CITY COUNCIL MEMBERS. IF YOUR COMMENTS REQUIRE A RESPONSE, THEY MAY BE FORWARDED TO THE APPROPRIATE PERSON FOR FOLLOW-UP.

6. **Report of City Officials/Presentations/Resolutions**

Mayor: Halloween Hours are 3:00 p.m. to 7:00 p.m. on Friday,
October 31st.

Bids:

City Clerk:

City Treasurer: Monthly Treasurer's Report

City Attorney:

1. Motion to approve or deny variation of Section 6.4(2) of Ordinance No. 2151 for property located at 12851 Clinton Avenue.

7. **Committee Reports**

- a. Community Development Committee
- b. Finance Committee
- c. Public Health and Safety
- d. Municipal Services Committee
- e. Judiciary Committee

8. **Motions**

- a. Motion to Approve Consent Agenda
 1. Approval of Payroll – September 26, 2014 for \$350,550.54
 2. Approval of Accounts Payable – October 8, 2014 for \$568,634.23
 3. Committee Reports and Recommendations as presented
 4. A Resolution Agreeing to Indemnify the State of Illinois for Photo Enforcement Equipment Attached to IDOT Facilities.
 5. A Resolution Authorizing the City of Blue Island's Application for Funding from the Cook County Community Development Block Grant Program.

9. **Motion to Retire to Closed Session for consideration of:**

- a. Discussion of Pending Litigation

10. **Motion to Reconvene Regular Session**

11. **Motion for Adjournment**

**JOURNAL OF PROCEEDINGS OF THE MEETING
SEPTEMBER 23, 2014**

CALL TO ORDER

The regular meeting of the City Council of the City of Blue Island was called to order by Mayor Vargas at 7:00 p.m. on September 23, 2014.

PLEDGE OF ALLEGIANCE

ROLL CALL

Roll Call indicates the following:

Present: 10 Ald. Rita, Donahue, Stone, Carr, Ostling,
Pittman, Frausto, Thompson, Buckner,
Hawley

Absent: 4 Ald. Bilotto, Johnson, Johanson, Vieyra

Present Also: Randy Heuser, City Clerk
ShawnTe Raines, City Attorney

JOURNAL OF PROCEEDING

Moved by Ald. Stone, second by Ald. Donahue the Journal of Proceedings of the Regular Meeting on September 9, 2014 is accepted as printed.

Ayes: 10 Rita, Donahue, Stone, Carr, Ostling, Pittman,
Frausto, Thompson, Buckner, Hawley

Nays: 0

Absent: 4 Bilotto, Johnson, Johanson, Vieyra

Abstain: 0

There being Ten (10) Affirmative Votes, the Mayor declared the motion carried.

Regular Meeting – September 23, 2014

**CITIZENS WISHING TO ADDRESS THE COUNCIL
REGARDING THIS EVENINGS BUSINESS**

No citizens.

REPORT OF CITY OFFICIALS

MAYOR: No business.

BIDS: No bids.

CITY CLERK: No business.

CITY TREASURER: No business.

CITY ATTORNEY: Motion by Ald. Stone, second by Ald. Buckner to table
Item #4 on the Consent Agenda.

Ayes: 10 Rita, Donahue, Stone, Carr, Ostling, Pittman,
Frausto, Thompson, Buckner, Hawley

Nays: 0

Absent: 4 Bilotto, Johnson, Johanson, Vieyra

Abstain: 0

There being Ten (10) Affirmative Votes, the Mayor declared the
motion carried.

The Mayor announced Mary Landernoit passed away. He stated there was no information for the
arrangements yet, but he would make them known as they became available.

COMMITTEE REPORTS

Community Development– Ald. Hawley, Chairman

**Community Development Committee Report
for Meeting on September 10, 2014**

The meeting was called to order at 7:04 pm

Present: Aldermen Hawley, Bilotto, Carr, Frausto and Thompson

Absent: Aldermen Vieyra, Bilotto, Ostling

Also Present: Mayor Vargas, Clerk Randy Heuser, Ald. Stone, Ald. Johanson, Supervisor of Buidlings
Nicholas Crite, City Attorney Shawn-Te Raines, and resident Allan Stevo

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Public Comment: Mr. Stevo said it has been a time honored tradition of fathers and sons working on their homes over the weekend. He wanted to know what under the new ordinance would require a permit. He was concerned it would discourage home improvement and maintenance in Blue Island when that is what we want to encourage. Supervisor Crite said repairs and replacements are able to be done without a permit. Taking down a wall, making an addition or building something new or changing the structure of the house, plumbing or electrical work (pulling in new service) would need a permit and inspections. Basic repairs and painting which is what most people would be doing on the weekend would not require a permit. Supervisor Crite recommended if there are any questions about whether a permit is required, stop by or call the Building Department. Building permits pricing is based on the cost of the project, if you are doing the work yourself it's based on the price of the materials.

Old Business:

Mr. Berry has made the additions and corrections to the ordinances that were discussed at the last meeting. On the Valet Parking Ordinance, after some discussion, there being no additional questions or changes, it was moved by Ald. Carr and seconded by Ald. Frausto to send the ordinance to Judiciary. Motion passed.

On the Property Maintenance Code, Supervisor Crite will be working on finalizing the Ordinance and will have it prepared for the next meeting. If you have any comments or questions, please let him know by the end of October.

On the Ordinance Regulating the Parking of Motor Vehicles in the City of Blue Island, there being no additional comments, questions or changes, it was moved by Ald. Frausto and seconded by Ald. Thompson to send the ordinance to Judiciary. Motion passed.

New Business:

Mr. Bass made a presentation on behalf of a South Suburban group who is interested in opening a Medical Marijuana Distribution Center in Blue Island. The group runs these types of facilities in Maine, Rhode Island, Connecticut and Massachusetts. They are a well respected group in those areas. They are interested in opening 5 facilities in Illinois, 3 in Cook County. This would generate tax revenue and create jobs. It is only for medical purposes. The average age of people using it is aged 45 and over. The buildings are nice looking and non-descript. It would be like a Walgreens or a CVS. Security is very high and people would come in, pick up their prescription and leave. There is no loitering. They would have normal business hours, but are open to be more restrictive if that is what the City would like. It could be taxed at a different rate (Blue Island would need to pass a referendum to charge a higher tax rate). They would need a 6,000 – 6,000 square foot building with parking. They are looking at the corner of 119th and Vincennes. Ald. Thompson, Johanson and Hawley were not in favor of the site right on the corner. They would be OK with a site off of Division St. Other cities, including Tinley Park have actively sought these facilities and are changing zoning to allow for these. Ald. Hawley was not happy with photos of buildings pictured in the book of existing facilities in other states. Mr. Bass assured this would be a new building that would be a much nicer looking building. It would generate 10 – 12 jobs with a salary of \$35,000 per year plus benefits. Applications are required to be filed with the State of Illinois on September 22nd. Concern was raised by Ald. Carr that that doesn't give us much time to consider this. City Attorney Raines clarified that the City does not have to approve it by the 22nd, we only need to make sure it is OK with Zoning. It will take a while for the State to review the applications and make decisions. They would need to be up and running by May or June 2015. As of the date of writing this report, nothing has been filed with the City as far as a business application or plans.

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PLAN COMMISSION AGENDA ITEMS

The Plan Commission will be meeting with a developer interested in the Jewel property and starting to look at and make recommendations on the Use Table in the Zoning Code.

ZONING BOARD OF APPEALS AGENDA ITEMS

The application for the variation of the property lot line at 12851 Clinton to allow for the construction of an addition to the home within the rear yard of the property was tabled.

HOUSING COURT: Thursday August 14, 2014

Item	No. of Violations
Code Violated (Appeared)	41
Code Violated (Compliance – Pre Hearing)	45
Code Violated (Failure to Appear)	26
Continuances	14
Non-suit	37
Total	163

HOUSING COURT: Thursday September 11, 2014

There are 151 Housing Court cases scheduled for the Thursday, September 11, 2014 hearing.

There was \$17,200 in fines were levied. Most were issued to the more frequent violators, the Klines Building, Simborg Building, the Libby Building and the Jewel Property.

APPROVED BUSINESS LICENSES

Cloud Hookah Bar, Inc. (Received: 6/13/14) 2002 Vermont St.

The business as presented is a RETAIL SERVICE ESTABLISHMENT (tobacco) located in the U-TOD: Uptown Transit Oriented Development District. Business has passed all necessary inspections.

Genesis Refinish, Inc.: (Received: 7/14/14) 12032 Western Ave

The business as presented is a RETAIL SERVICE ESTABLISHMENT (Automotive Restoration Supplies) located in the C-2: Highway Commercial District. All inspections have been conducted and approved; however, the applicant was contacted on July 30, 2014 to complete blank portions of the application.

H&R Wireless (Received: 8/22/14) 12962 Ashland Ave, Unit B

The business as presented is a RETAIL SERVICE ESTABLISHMENT (cellphones and accessories) located in the C-2: Highway Commercial District. Business has passed all necessary inspections.

PENDING BUSINESS LICENSES

Affordable Recovery Housing: (Received: 7/30/14) 13811 Western Ave.

The business as presented is a SMALL SCALE RECOVERY HOME located in the R-1: Single Family Residential District. Facility will house a maximum of 16 residents per building. The organization will be utilizing Buildings A, C and D. Inspections have been conducted, however, reports have not been finalized as of the date of this report. Applicant will need to apply for zoning relief.

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Blue Island Beer Company: (Received: 7/28/14) 13357 S Olde Western Ave

The business as presented is a MANUFACTURING (ARTISAN) use which will consist of brewery manufacturing of beer for wholesale distribution and retail sales in taproom located in the U-TOD: Uptown Transit Oriented Development District. The owner will be performing a building out of the space. The business received special use approval from the Plan Commission and Zoning Board of Appeals on April 16, 2014 and June 16, 2014, respectively. Construction plans have been approved and the owner will receive permits once all fees are paid.

The BoCa Bar: (Received: 5/14/14) 12748 Western Ave

The business as presented is an EATING AND DRINKING ESTABLISHMENT (bar and lounge) located in the C-1: Central Area Commercial District.

Iona's On the Blu: (Received: 7/22/14) 12452 Western Ave

The business as presented is a FULL SERVICE RESTAURANT located in the C-2: Highway Commercial District. Inspections have been completed and a punch list of items outstanding has been given to the applicant for completion.

It Takes a Village: (Received: 2/4/14) 1843 Oak St

The home business as presented is a HOME DAY CARE located in the R-1: Single Family Residential District. Per the zoning ordinance as written this is a permitted business and must comply with the rules as established by the Illinois Department of Children and Family Services. As of the date of this report, the owner has not received authorization to from the Department of Children and Family Services to open.

Scrap Metal Services, LLC: (Received: 7/3/14) 3000 W 139th St

The business as presented is WAREHOUSE FACILITY FOR STORAGE OF SCRAP MATERIAL located in the I-2: General Industry District. They are a brokerage firm for recycling of scrap material. All items would be kept inside a warehouse. As of the date of this report no inspections have been scheduled.

Three Flags (Received: 8/14) 13023 Western Ave

The business as presented is an EATING ESTABLISHMENT located in the U-TOD: Uptown Transit Oriented Development District. They want to do American, Italian and Mexican pizza. This is next to Raven's Place. Initial business inspections have been performed and the owner was given a check list of items that must be completed prior to opening.

Tobacco Town 2, Inc.: (Received: 7/28/14) 12832 Western Ave

The business as presented is a RETAIL ESTABLISHMENT (tobacco) located in the C-1: Central Area Commercial District. Upon inspection of the building a structural integrity letter has been requested from a licensed structural engineering.

Aldermen Concerns: 2609 Broadway

The property located at 2609 Broadway (PIN: 24-36-427-009-0000) is located in the U-TOD: Uptown Transit Oriented Development District and is owned, per the tax records, by Irma Chavez. Upon inspection of the property it was found that DGV Cement Contractors, Inc. a concrete company that provides services for steps, patios, sidewalks, driveways, garage floors, additions, etc. The company is a registered cement contractor. In the past two (2) years this company has done various concrete work for the city.

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Mr. Crite presented the Building Department report for August 2014. Their revenues for August 2014 were \$52,955.44. Their total revenues for this Fiscal Year beginning May 1, 2014 are \$213,914.39, for the year starting January 1, 2014, revenues are \$321,788.07.

	August 2014 Activity		Year to Date	
	QTY	Revenue	QTY	Revenue
Building Permits	99	\$ 21,664.55	604	\$ 138,504.26
Plumbing Permits	6	\$ 385.00	67	\$ 8,601.00
Electrical Permits	19	\$ 1,855.00	91	\$ 15,875.00
Penalties	4	\$ 350.00	37	\$ 3,825.00
Stop Work Orders	1		56	\$ -
Apartment Inspections	20	\$ 825.00	195	\$ 9,205.00
Residential Inspections	41	\$ 4,400.00	198	\$ 21,965.00
Commercial Inspections	74		103	\$ -
Health/License Inspections	24		198	\$ -
Elevator Inspections	5	\$ 320.00	30	\$ 3,584.00
Not Approved for Occupancy	2		94	\$ -
Code Violations (Door Tags)	101		904	\$ -
Court Summons Issued	172		338	\$ -
Housing Court Payments	13	\$ 1,325.89	26	\$ 2,125.89
Vacant Properties Registered	14	\$ 2,800.00	105	\$ 21,100.00
Vacant Properties Inspected	12	\$ 6,000.00	74	\$ 36,900.00
Contractor Registrations	40	\$ 4,000.00	257	\$ 25,815.00
Street Openings	1	\$ 300.00	4	\$ 1,075.00
Parkway Openings	2	\$ 400.00	4	\$ 800.00
Misc/Wrecking	39	\$ 8,120.00	141	\$ 30,525.00
Sewer Permit			0	\$ -
Board-Up			2	\$ 355.42
Garage Sale	42	\$ 210.00	209	\$ 1,045.00
Business Licenses Issued			0	\$ -
Zoning			2	\$ 487.50
Total		\$ 52,955.44		\$ 321,788.07

	<u>August 2014 Activity</u>	<u>Year to Date</u>
Apartment Inspections	20	387
Note: Apartment Inspections are inclusive of initial and any subsequent follow-up inspections needs to ensure compliance with adopted codes and ordinances.		
Residential Inspections	41	238
Note: Residential Inspections are inclusive of initial and any subsequent follow-up inspections needs to ensure compliance with adopted codes and ordinances.		
Letter of Conditions	0	0
Demand Notices	3	21
Complaints Checked	24	304
"Notice of Christmas Decorations"	0	123

Aldermen Concerns:

Ald. Thompson asked about a garage on Longwood that has been partially torn down and looks like a hazard.

Ald. Frausto was checking on the status of the business license for 2609 Broadway. He would like the parking of the heavy equipment and other equipment on the property. Supervisor Crite said they can issue local ordinance tickets and bring them to housing court.

Ald. Frausto asked about how many inspections. Supervisor Crite said there is one Building Inspector and 3 Code Inspectors. They are looking to hire more at this time and they are looking for people who are certified.

It was moved by Ald. Carr and seconded by Ald. Frausto to adjourn. All in favor. Meeting was adjourned at 8:11 pm.

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The next meeting is scheduled for Wednesday, October 8, 2014 at 7 pm in the City Council Chambers.

Respectfully submitted,

Tom Hawley, Chairman

Next Meeting – Wednesday, October 8, 2014, 7:00 – East Annex

Finance Committee – Ald. Rita, Chairman

Next Meeting – Tuesday, October 7, 2014, 6:30 – East Annex

Public Health & Safety Committee – Ald. Carr, Chairman

Ald. Carr announced: The St. Benedict Run for Your Life 5k is October 4 at 8:00 a.m. The fundraiser for family of David Pinedo will be held at Bottoms Up Bar in Lansing on October 4 at 6:00 p.m. The Angel's Touch Benefit will be held Sunday, October 5 at 3:00.

Next Meeting – Monday, October 6, 2014, 7:00 – East Annex

Municipal Services Committee – Ald. Johanson, Chairman

Next Meeting – Wednesday, October 8, 2014, 6:00 – East Annex

Judiciary Committee – Ald. Ostling, Chairman

No quorum at the September 16 meeting.

Next Meeting – Tuesday, October 21, 2014, 6:00 – East Annex

MOTIONS

Motion by Ald. Pittman, second by Ald. Hawley to approve the Consent Agenda which includes:

1. Approval of Payroll – September 12, 2014 for \$374,300.58.
2. Approval of Accounts Payable – September 17, 2014 for \$368,449.44.
3. Committee Reports and Recommendations as presented
4. A Resolution regarding Notice of Proposed Rulemaking Proceedings “Hazardous Materials: Enhanced Tank Car Standards and Operational Controls for High-Hazard Flammable Trains” before the Pipelines and Hazardous Materials Safety Administration.

Ayes: 10 Rita, Donahue, Stone, Carr, Ostling, Pittman,
Frausto, Thompson, Buckner, Hawley

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Nays: 0

Absent: 4 Bilotto, Johnson, Johanson, Vieyra

Abstain: 0

There being Ten (10) Affirmative Votes, the Mayor declared the motion carried.

Carol DuPace-Greene, 2731 Orchard, stated two concerns. The first concern was no questions being asked by the aldermen regarding payroll and payments. The second concern was regarding JAWA. Ms. DuPace-Greene stated Blue Island is still in JAWA and nobody is attending meetings to represent Blue Island. Until there is a vote Blue Island will remain in JAWA.

Ald. Rita announced that Saturday there will be a Movie in the Park featuring Frozen at Father Sylvester Field starting at dusk. St. Walters Church will be having their October Fest on October 4 from 5:00 pm -10:00 pm. Tickets are \$10 in advance or \$15 at the door.

ADJOURNMENT

Motion by Ald. Pittman, second by Ald. Rita to adjourn the meeting.

Upon a vote, the Mayor declared the motion carried.

The meeting was adjourned at 7:19 p.m.

The next regular meeting of the City Council is scheduled for
October 14, 2014 at 7:00 p.m.

Randy Heuser, City Clerk

**APPROVED BY ME THIS
14TH DAY OF OCTOBER, 2014.**

Domingo F. Vargas, Mayor

**CITY OF BLUE ISLAND ZONING BOARD OF APPEALS
FINDINGS OF FACT**

PUBLIC HEARING OF SEPTEMBER 15, 2014

Juan Munoz, 12851 Clinton Avenue, Blue Island

On September 15, 2014, the Blue Island Zoning Board of Appeals considered and voted upon the application for a variation to Ordinance No. 2151 to allow for the addition and/or enlargement of a non-conforming residential structure located at 12851 Clinton Ave, Blue Island, Illinois. The applicant sought to add an addition to the existing non-conforming structure. The proposed addition would require waiver of the rear yard setback of 35 feet.

Section 6.4 (2) Standards:

“ADDITIONS AND ENLARGEMENTS. A non-conforming building or structure which is non-conforming as to bulk, or all or substantially all of which is designed or intended for a use not permitted in the district in which it is located shall not be added to or enlarged in any manner unless such additions and enlargements thereto are made to conform to all the regulations of the district in which it is located, and unless such non-conforming building or structure, including all additions and enlargements thereto, shall conform to the zoning schedule of Bulk and Coverage Controls.”

Section 8.7(3) Standards: The City Council shall not vary the regulations relating to use, construction or alteration of buildings or structures or the use of land as authorized in this Ordinance, unless the Zoning Board of Appeals shall have made findings based upon the evidence presented to it in each specific case that the following conditions have been complied with, to-wit:

a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.

Finding: The Zoning Board of Appeals found that the property was in existence before adoption of the current zoning regulations. Only demolition of the existing structures would allow the property to conform.

b. The proposed variation will not merely serve as a convenience to the applicant, but will alleviate some demonstrable and unusual hardship which would result if the strict letter of the regulations were carried out and which is not generally applicable to other property within the same district..

Finding: The Zoning Board of Appeals finds that the location of the existing structure on the lot provides a demonstrable hardship.

c. The alleged hardship has not been created by any person presently having a proprietary interest in the premises.

Finding: The Zoning Board of Appeals finds that the existing structure were built before the current owners purchased the property.

d. The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.

Finding: The Zoning Board of Appeals finds that the proposed variation constitutes no threat to public welfare and is not injurious to other property or improvements in the neighborhood given the non-conforming structures surrounding the subject property.

e. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.

Finding: The Zoning Board of Appeals finds that the proposed variation will not impair adequate supply of light or air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.

f. The proposed variation will not alter the essential character of the neighborhood.

Finding: The Zoning Board of Appeals finds that the proposed variation does NOT pass this standard. The proposed variation may alter the essential character of the neighborhood by virtue of the fact that the proposed size of the addition (being 38 ft by 40 ft. and 24 ft. in height) was excessive, too close to the neighbor's side yard and no other adjacent residential property had an attached garage so large.

g. The proposed variation is in harmony with the spirit and intent of this Comprehensive Amendment [Blue Island Zoning Ordinance of 1971, as amended].

Finding: The Zoning Board of Appeals finds that the proposed variation is in harmony with the spirit and intent of the Blue Island Zoning Code, as amended.

**Public Health & Safety Committee Report
for the Meeting of October 6th, 2014**

Present were Director John Rita, Deputy Police Chief Michael Cornell, Fire Chief James Klinker, Jim McGeever, Alderman Johanson, Alderman Johnson and myself. Also present were Mr. Allan Stevo, City Clerk Randy Heuser. Absent were Don Marchbanks, Alderman Vieyra and Alderman Buckner. The meeting was called to order at 7:05.

Citizens Concerns

None

Fire Department Report

The Fire Department had 259 calls in September, 174 were EMS calls
Calls were down, but this is comparable to last September.

144 Patients were treated

129 Patients were transported

40 Patients refused transport

They responded to 12 general fire alarms, and 13 minor fire alarms.

They responded to 28 auto aid calls, most calls were from Calumet Park.

They had 28 calls to man the station.

They received 4 mutual aid response call.

Calls of interest for September: House fire at 12913 Irving, the resident was at home but escaped unharmed, cause was faulty electric.

Medical Reimbursement Services for September was \$36,723.18

Fire Recovery collected \$3780.00 in the month of September.

False Fire Alarm Fees Collected: \$100.00

General

Patriot Day at Lincoln School and Paul Revere Intermediate. Police and Fire attended presentations by the schools.

Fire Prevention Week October 5th to October 11th. Activities include Tours, School Visits, Poster Contest, TV Station Public Service Announcements. Public Safety Committee will be judging the posters. Channel 4 has done a few programs regarding fire safety and smoke alarms.

Annual hose testing is being conducted in October.

Probationary Firefighter Randy Ludke II started Monday, September 22nd.

Part Time Firefighters Patrick Smith and Kevin Morphey started September 22nd.

The Fire Department is currently processing two new full time Firefighters. (Hall and Pinnick)

Mandatory Ebola Training per South Cook County EMS has started.

Maintenance

Ambulance 2162 is scheduled to go out for High Idle Repair.

Ambulance 2182 is out for repair at Rizza Ford. \$2,600 is the approximate cost.

Lieutenant Kunz is updating all maintenance records and scheduling repairs based on safety priority and availability of funds.

Training

The training division has completed 448 hours of training for the month of September.

Grants

Air Pack Grant update. Air Packs were approved by NIOSH. We are hopeful for an early November delivery date.

Small Equipment Grant Illinois OSFM – The Fire Department has applied for \$22,600 of new Personal Protective Equipment. We will apply for hoods, boots, gloves, flash lights, etc.

2014 AFG Grant – Applications will be out in November.

Police Department Report

Statement by Deputy Chief Cornell

In the coming months we will begin to offer new services for the community. Some of the new services we will be offering are:

- Pet/Property lost and found on Facebook
- Bicycle registration
- Home safety assessment by an Officer
- D.A.R.E. program in the schools

Senior Academy is already planned for February and March of 2015.

We will also start bringing all or most of the businesses in the city together to address quality of life issues and work together to come up with long term solutions.

Reports

The Police Department answered 2132 calls including 215 business premise checks, and 82 liquor establishment checks.

Stats/Cases of Interest

85 Alarm Calls (all unfounded)
1 Armed Robberies

3 Robberies (1 was reclassified as a theft from person)
4 Burglaries (2 unfounded)
16 Residential Burglaries (4 unfounded)
9 Shots Fired (5 unfounded)
98 Domestic Disputes
18 Foot Patrols in Residential Neighborhoods

Total money collected for the month of September \$37,292.16

17,788 miles patrolled.

Calls of Interest

*On September 4th at 2429 Prairie, a victim was walking his dog when he was approached by a group of young men. One of the offenders demanded the victim's phone then struck him. The offenders took the phone and fled in different directions. The Officers arrived and stopped three people. Two of the three were identified, and charged with robbery. This case continues to be worked by investigators.

On September 21st at 2100 Broadway, an offender was caught burglarizing a garage by the owner. The victim called the Police, the offender was caught and charged with burglary.

*On September 24th the Boost Mobile at 12900 Ashland, 3 young men entered the store brandished a pistol and announced a robbery. The subjects took the money in the register and multiple phones. This is an active open case and leads are being pursued,

On September 24th there was a Residential Burglary at 12000 Gregory. Subjects made forced entry into the residence and took a lap top computer. Physical evidence, including fingerprints was recovered and an arrest is expected in this case.

Liquor Establishment Calls

4 subject removals, 2 disturbance calls, 2 loud music calls, and 1 fight call were received in September on liquor establishments.

Training

Deputy Chief Cornell and Commander Sisk attended the IPPFA (Pension Board) Training September 30th through October 3rd.

Community Policing Unit (CPU)

Officers worked the JAG grant the following hours: 16 hours bicycle patrol, and 67 hours tactical patrol. CPU wrote 53 Building Code violations. These building code violations are decreasing due to increased responsibilities and compliance. Last month the building code fines from the Police Department and Building Department was over \$26,000.00

CPU conducted 7 well being checks on high risk seniors. One Elderly complaint was closed by notifying family members that there is a problem. One complaint of exploited Senior was reported in the month of September, we are working with Catholic Charities regarding this case.

Officer Slattery has been training on his own time to take over the D.A.R.E. program. D.A.R.E. will begin when the schools receive their D.A.R.E. books.

Due to recent articles in the FORUM, residents have begun to contact the Police Department via email regarding Elderly and Community Complaints.

Events

October 31st Halloween We will have extra officers out the weekend of Halloween. In addition, officers and detectives will be checking sex offenders residences to make sure that they are in compliance.

November 8th will be the Veteran's Day Parade.

Facebook Page

The Police Department Facebook Page has 1100 likes.

911 Center

The 911 Center received 10,747 calls in September.

The 911 Center is currently down two full time telecommunicators.

There was a Code Red Activation on Friday, September 5th due to a high pressure gas leak at 2625 W 120th Place.

As of October 6th, if an Emergency Code Red were issued for the entire city, there would be 3306 phone calls, 130 emails, and 231 text messages sent out.

BIEMA

No Report

Monthly Health and Sanitation Report

In the month of September 21 Health and Sanitation Inspections were done. 50 businesses were checked for proper licensing.

From Director Rita.

As of March 15th Calumet Park will no longer be part of Blue Island's 911 Center.

Aldermen's Concerns

Ald. Johnson mentioned the lack of lighting in the Masonic Temple parking lot.

Ald. Johnson also mentioned that he has noticed the Foot Patrols in his ward.

Ald. Johanson expressed gratitude for the clean up at 123rd and Western.

Ald. Carr expressed gratitude for BIEMA's participation in St. Benedict's Run for Your Life 5K.

Ald. Johanson mentioned that his neighbors have noticed the increased Foot Patrols.

Ald. Johnson expressed concern for what was happening at the Recreation Center.

Director Rita advised him that the City has plans to run the Recreation Center as a full Community Center, complete with staff. Grants are being applied for.

Motion to adjourn by Ald. Johnson, second by Ald. Johanson.

Meeting was adjourned at 7:45 p.m.

Our next regular meeting will be November 5th at 7:00 pm in the East Annex.

Respectfully submitted,

Candace Carr

4th Ward Alderman

THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER 2014-042

**A RESOLUTION AGREEING TO INDEMNIFY THE STATE OF
ILLINOIS FOR PHOTO ENFORCEMENT EQUIPMENT
ATTACHED TO IDOT FACILITIES.**

DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk

1st Ward	CHRISTINE BUCKNER
2nd Ward	LETICIA VIEYRA
3rd Ward	NANCY RITA
4th Ward	MARCIA STONE
5th Ward	JANICE OSTLING
6th Ward	DEXTER JOHNSON
7th Ward	NANCY THOMPSON

TOM HAWLEY
CHARISSA BERRINI
KEVIN DONAHUE
CANDACE CARR
KENNETH PITTMAN
JAIRO FRAUSTO
JAMES JOHANSON

Aldermen

RESOLUTION NO. 2014-042

**RESOLUTION AGREEING TO INDEMNIFY THE STATE OF ILLINOIS FOR PHOTO
ENFORCEMENT EQUIPMENT ATTACHED TO IDOT FACILITIES**

WHEREAS, the City of Blue Island is desirous of constructing certain facilities attached to Illinois Department of Transportation facilities ("IDOT"); and

WHEREAS, the Illinois Department of Transportation has determined that the attachment of photo enforcement equipment to its facilities may be permitted and is in the interest of increasing the safety of the motoring public; and

WHEREAS, pursuant to Safety Engineering Policy Memorandum 2-07, IDOT will issue a permit for the attachment of photo enforcement equipment to IDOT facilities provided that IDOT has obtained a resolution from the City of Blue Island agreeing to indemnify the State of Illinois; and

WHEREAS, the City of Blue Island deems it in the interest of the City of Blue Island to adopt such a resolution to facilitate safety of the motoring public.

NOW THEREFORE, Be It Resolved by the Mayor and City Council for the City of Blue Island:

The City of Blue Island hereby agrees to indemnify and hold harmless the State of Illinois for any claims that may be made against the State of Illinois, its employees, agents and the Illinois Department of Transportation as a result of attachment and operation of photo enforcement equipment to IDOT facilities.

ADOPTED this 14th day of October, 2014, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BERRINI					
Alderman RITA					
Alderman DONAHUE					
Alderman STONE					
Alderman CARR					
Alderman OSTLING					
Alderman PITTMAN					
Alderman JOHNSON					
Alderman FRAUSTO					
Alderman THOMPSON					
Alderman JOHANSON					
Mayor DOMINGO F. VARGAS					
TOTAL					

APPROVED: this 14th day of October, 2014.

**MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS**

ATTESTED and **Filed** in my office this
14th day of October, 2014.

CITY CLERK

THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER 2014-043

**A RESOLUTION AUTHORIZING THE CITY OF BLUE ISLAND'S
APPLICATION FOR FUNDING FROM THE COOK COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.**

DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk

1st Ward	CHRISTINE BUCKNER
2nd Ward	LETICIA VIEYRA
3rd Ward	NANCY RITA
4th Ward	MARCIA STONE
5th Ward	JANICE OSTLING
6th Ward	DEXTER JOHNSON
7th Ward	NANCY THOMPSON

TOM HAWLEY
CHARISSA BERRINI
KEVIN DONAHUE
CANDACE CARR
KENNETH PITTMAN
JAIRO FRAUSTO
JAMES JOHANSON

Aldermen

RESOLUTION NO. 2014-043

**A RESOLUTION AUTHORIZING THE CITY OF BLUE ISLAND'S APPLICATION
FOR FUNDING FROM THE COOK COUNTY COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM**

WHEREAS, the Mayor and City Council of the City of Blue Island have heretofore established a continuing Community Development Program to promote the welfare of the City of Blue Island; and

WHEREAS, it is the policy of the City of Blue Island that existing housing stock, residential neighborhoods and commercial and industrial sectors be maintained and, where necessary, be rehabilitated to enhance the value of all properties within the City of Blue Island; and

WHEREAS, in furtherance of said policy the Mayor and City Council of the City of Blue Island deem it appropriate to request funding from the Cook County Community Development Block Grant Program for the 2014 Program Year for the purpose of improving the general living environment of the City of Blue Island in accordance with the intent and requirement of the Cook County Community Development Block Grant Program.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Blue Island, County of Cook and State of Illinois;

SECTION ONE

That the Mayor and City Clerk be and are hereby directed and authorized to submit the Subrecipient Agreement, all understandings and assurances and to execute the 2014 Community Development Block Grant Program Year Agreements with the County of Cook, Illinois for Project Number 1406-002, a copy of which is on file with the Supervisor of Buildings Department.

SECTION TWO

That the Mayor or Supervisor of Buildings is hereby directed and authorized to execute all necessary documents, make all required submissions, and complete all necessary steps to effectuate the purpose of this resolution and to carry out the 2014 CDBG Program for the City of Blue Island, County of Cook and State of Illinois.

ADOPTED this 14th day of October, 2014, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BERRINI					
Alderman RITA					
Alderman DONAHUE					
Alderman STONE					
Alderman CARR					
Alderman OSTLING					
Alderman PITTMAN					
Alderman JOHNSON					
Alderman FRAUSTO					
Alderman THOMPSON					
Alderman JOHANSON					
Mayor DOMINGO F. VARGAS					
TOTAL					

APPROVED: this 14th day of October, 2014.

DOMINGO F. VARGAS
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
14th day of October, 2014.

RANDY HEUSER
CITY CLERK OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

**COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM
PROGRAM YEAR 2014
October 1, 2014 through September 30, 2015**



BLUE ISLAND

**CDBG PY 2014
SUBRECIPIENT AGREEMENT**

PROJECT NUMBER:
1406-002

AWARD:
\$285,000

AWARDED TITLE:
**Street Improvements - Cochran, Lewis, Birdsall Street and
Greenwood Avenue**

FOR:
Capital Improvements: Infrastructure

Prepared by the Department of Planning and Development

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made and entered into as of the first day of October 2014, the first day of the Program Year, by and between the COUNTY OF COOK, a body politic of the State of Illinois, (hereinafter referred to as the "County"), and City of Blue Island, a qualifying entity, (hereinafter referred to as the Subrecipient

WITNESSETH:

WHEREAS, the County is a home rule unit pursuant to the 1970 Illinois Constitution, Article VII, Section 6 and has been designated as an "Urban County" by the United States Department of Housing and Urban Development ("HUD") under the provisions of the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act"), and the County will receive an entitlement of funds during the period of October 1, 2014 through September 30, 2015, pursuant to said Act; and,

WHEREAS, if the Subrecipient is a Municipality, it derives its authority from the "Illinois Municipal Code" (65 ILCS 5/1-1-1, et seq.), and, if the Subrecipient is a home rule Municipality, from its home rule powers as provided in the 1970 Illinois Constitution, Article VII, Section 6; or

WHEREAS, if the Subrecipient is a Township, it derives its authority from the "Township Code" (60 ILCS 1/1-1, et seq.); or

WHEREAS, if the Subrecipient is a Park District, it derives its authority from the "Park District Code" (70 ILCS 1205/1-1, et seq.) or;

WHEREAS, if the Subrecipient is a Housing Authority, it derives its authority from the "Housing Authorities Act" (310 ILCS 10/1, et seq.); or

WHEREAS, if the Subrecipient is an Intergovernmental Agency, it derives its authority from the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.); and

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.) provide authority for intergovernmental cooperation; and

WHEREAS, if the Subrecipient is a Not-For-Profit Corporation, it derives its authority to operate in Illinois pursuant to the "General Not For Profit Corporation Act of 1986" (805 ILCS 105/101.01 et seq.); and

WHEREAS, the Subrecipient, with a DUNS Number of **113477731**, has elected to participate in the County's Community Development Block Grant ("CDBG") Program CFDA 14.218 under the aforesaid Act and the County has the right and authority under said Act to allocate a portion of its funds to the Subrecipient; and, the County has considered the application of the Subrecipient for funds for the following purpose (including any special provisions) and has approved the Project as described in the Subrecipient's Project Summary, attached hereto as Exhibit "E" which includes a detailed description of the work, a complete budget and scheduled for completing the work within the required allocated time and within its corporate or jurisdictional limits (hereinafter referred to as **1406-002**).

NOW THEREFORE, the parties do hereby agree as follows:

1. Recitals.

The foregoing recitals are hereby incorporated by reference into and made a part of this Agreement.

2. Exhibits and Attachments.

A. The Subrecipient will comply with the provisions of the following Exhibits which are attached hereto, made a part hereof and incorporated herein by reference:

1. An Equal Employment Opportunity Certificate (Exhibit "A")
2. Assurances (Exhibit "B")
3. Administrative Requirements (Exhibit "C")
4. Certificate of Lobbying (Exhibit "D")
5. Project Summary and Line Item Budget (Exhibit "E")

Execution of this Agreement by the Subrecipient means agreement and compliance with the certifications, assurances and administrative requirements contained in Exhibits A - D.

B. The Subrecipient will comply with the provisions of, and, where necessary, file the forms included in, the Cook County Community Development Block Grant Program Procedures and Operations Guide, as amended from time to time, which is incorporated herein by reference as if fully set out herein. The Subrecipient will also comply with the provisions of, and, where necessary, file forms included in the following handbooks, as amended from time to time, which are incorporated herein by reference as if fully set out herein:

1. If the project is an **acquisition** project, or if it contains a temporary relocation component, HUD Handbook 1378 Relocation and Real Property Acquisition and Cook County Real Property Acquisition and Relocation Handbook; and
2. If the project is a **residential rehabilitation** project, the Cook County Manual of Administrative Procedures for Residential Rehabilitation;
3. If the project has a housing related component coming within the scope of 24 CFR Part 35, the County of Cook, Illinois Policies and Procedures for Lead-Based Paint in Housing Programs.

The Subrecipient shall also use the forms, documents, agreements, or contracts required for use by the County whether included in said Manuals or provided separately therefrom, and as amended from time to time. For the purposes of this Agreement and for the purposes of the CDBG Program, the term "Subgrantee" as used in forms, documents, other agreements, contracts or as used in the Manuals shall mean Subrecipient.

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activities carried out under this Agreement will meet one of the aforementioned national objectives.

3. Administrative Regulations and Compliance.

The Subrecipient agrees, pursuant to 24 CFR Part 570, to comply with the provisions of the following:

- A. The uniform administrative requirements set out in 24 CFR Section 570.502; and
- B. All Federal rules and regulations described in Subpart K of 24 CFR Part 570; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR Section 570.604 and 24 CFR Part 52.
- C. Administrative Requirements pursuant to Exhibit C.

4. Agreement to Undertake the Project.

The Subrecipient agrees to undertake the work and activities described herein and in its project summary (Exhibit E).

5. Grant Award.

The County hereby agrees to make a grant for a sum not to exceed the CDBG budget amount identified in Exhibit E. The Subrecipient agrees to abide by the Act and to use said funds solely for the purpose of paying for **1406-002** in accordance with the approved Project Summary (Exhibit E). **NO FUNDS MAY BE OBLIGATED PRIOR TO THE ISSUANCE BY THE COUNTY OF THE AUTHORIZATION TO INCUR GRANT COSTS. CAPITAL IMPROVEMENT PROJECTS WILL ALSO RECEIVE A NOTICE TO PROCEED WHEN CONSTRUCTION CAN BEGIN.**

6. Equal Employment Opportunity Compliance; Minority and Women Owned Businesses.

A. The Subrecipient agrees and authorizes the County and HUD to conduct on-site reviews, to examine personnel and employment records and to conduct any other procedures, practices, or investigations to assure compliance with the provisions of Exhibit "A" - Equal Employment Opportunity Certification, and, further will fully cooperate therewith. The Subrecipient agrees to post HUD Notice No. 901 in conspicuous places available to employees and applicants for employment.

B. The Subrecipient agrees that, to the greatest extent practicable, procurement for construction, professional services, goods, and equipment will include minority and women-owned firms in the procurement process. The Subrecipient may use the County's Directory of Minority Business Enterprises, Women Business Enterprises and Disadvantaged Business Enterprises in its efforts to comply with this paragraph.

7. Compliance with Laws, Rules and Regulations; Performance Measurement Goals: and National Objective

A. The Subrecipient shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this Agreement. The Subrecipient shall be liable to the County in the same manner that the County shall be liable to the Federal Government, and, shall further be liable to perform all acts to the County in the same manner the County performs these functions to the Federal Government. Provided, however, that the County may, from time to time, impose stricter regulations or requirements than required by Federal laws, rules and regulations, and that the Subrecipient hereby agrees to comply with said County regulations or requirements. **Additionally, the Subrecipient agrees to attend two (2) related County sponsored workshops and/or training sessions during the program year, as applicable. Failure to attend may subject the Subrecipient to non-compliance penalties under Paragraph 21.**

B. The Subrecipient understands and agrees that their activities and programs under the CDBG program are designed to address the needs of low-income areas or individuals and that their performance and progress will be measured to that end. **Quarterly performance reports** may be due to the County at a date determined by the County. The Subrecipient is required to submit the final performance Report with the last payment request. The subrecipient understands and agrees that the failure to submit timely performance reports will place future CDBG funding requests in jeopardy. **The County reserves the right to deny requests for future funding, in part or in whole, due to the failure to comply with the stated rules and regulations.**

National Objectives.

- C. Subrecipient agrees that all projects and their individual activities funded in whole or in part with CDBG funds must meet one of three national objectives:
1. Benefit low and moderate income people in the following categories;
 - a. Area benefit activities
 - b. Limited clientele activities
 - c. Housing activities
 - d. Job creation
 2. Aid in the prevention or elimination of slum and blight; or
 3. Meet an urgent need.

Subrecipient agrees that it will provide documentation to show the number of persons/households assisted, their characteristics, gender of single head of household, and the number of low- and moderate-income beneficiaries that were assisted. Written quantitative evidence that income qualifications were met is required to support the eligibility of this project, as applicable.

D. Subrecipient may assess reasonable fees for the use of the facilities or services associated with this project; however such fees must not be excessive as to exclude low and moderate income persons from making use of the facilities or services. (24 CFR 570.200(b)(2)).

8. Conflict of Interest.

A. The Subrecipient understands and agrees that no director, officer, agent or employee of the Subrecipient may:

1. have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in real estate or the receipt of any program benefits;
2. represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work pertaining to the Agreement;
3. take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.

Any contract made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract.

B. The Subrecipient understands and agrees that any person who is a director, officer, agent or employee of the Subrecipient who, either directly or indirectly, owns or has an interest in any property included in the project area shall disclose, in writing, to the Board of the Subrecipient said interest and the dates and terms and conditions of any disposition of such interest. All such disclosures shall be made public and shall be acknowledged by the Board and entered upon the minutes of the

Subrecipient as well as reported to the County. If an individual holds such an interest, that individual shall not participate in any decision-making process in regard to such redevelopment plan, project or area or communicate with other members concerning any matter pertaining to said redevelopment plan, project or area. The Subrecipient agrees that all potential conflicts of interest shall be reported by the County to HUD with a request for a ruling prior to proceeding with the project.

For the purposes of this paragraph, pursuant to 24 CFR Section 570.611(b), these conflict of interest provisions applies only to those persons who:

1. exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under the County program;
2. are in a position to participate in a decision making process or gain inside information with regard to such activities;
3. may obtain personal or financial interest or benefit from the activity; or
4. have an interest in any contract or agreement with respect thereto or the proceeds thereunder.

C. The Subrecipient agrees and understands that it and its officers, agents or employees must abide by all provisions of 24 CFR Section 570.611, and of 24 CFR Section 85.36 or 24 CFR Part 84, as applicable.

D. The Subrecipient agrees and understands that it shall incorporate, or cause to be incorporated, the provisions contained in this paragraph 8 in all contracts or subcontracts entered into Pursuant to this Agreement.

E. In the event of failure or refusal of the Subrecipient to comply, the County may terminate or suspend in whole or in part any contractual agreements with the Subrecipient pursuant to paragraph 17 of this Agreement and may take any of the actions set out therein.

F. For the purposes of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these, and shall mean those persons set out in 24 CFR Section 570.611(C).

G. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as the Subrecipient is an independent contractor

9. Environmental Review Procedures; Authorization to Incur Grant Costs.

The County and the Subrecipient shall adhere to the following schedule, as applicable.

A. The County Planning and Development staff will undertake the required environmental review for the project.

B. Upon completion of the environmental review, the County shall assume the responsibility for obtaining the "removal of grant conditions" pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974, as amended.

C. Upon receipt of a "Notice of Removal of Grant Conditions" from HUD, the County shall send the Subrecipient, by first class, prepaid mail, an "AUTHORIZATION TO INCUR GRANT COSTS".

D. After issuance of the "AUTHORIZATION TO INCUR GRANT COSTS", the Subrecipient shall follow all procedures set out in the Cook County Community Development Block Grant Program Procedures and Operations Guide, and, where necessary, the handbooks set out in section 2.B. of this Agreement.

10. Lobbying:

The Subrecipient hereby certifies that:

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

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; and

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

D. Lobbying Certification

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

11. Hatch Act: Davis Bacon

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

B. The Subrecipient agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 327 et seq.) and The Copeland "Anti-Kickback" Act, 18 U.S.C. 847, as supplemented in 29 CFR Part 5.

12. Copyright

If this contract results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

13. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibit by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

14. Environmental Conditions

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air, 42 U.S.C., 7401, et seq;
- Federal Water Pollution Control Act, as amended, 31 U.S.C., 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

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

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic

properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Debris and Hazardous Substances

The Subrecipient shall not allow any contractor, subcontractor or other party to conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place or origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner and operator of the facility where the debris or soil was transferred, disposed, recycled or treated.

The Subrecipient further represents that it will perform due diligence in relation to any property that is funded under this grant and that neither it nor its contractors, subcontractors or other third parties have handled, buried, stored, retained, refrained, refined, transported, processed, manufactured, generated, produced, spilled, allowed to seep, lead, escape or leach, or pumped, poured, emptied, discharged, injected, dumped, transferred, or otherwise disposed of or dealt with Hazardous Substances with respect to the Property in violation of any currently applicable Environmental Laws.

The Subrecipient agrees to confirm that in relation to any property funded under this grant that there has been no seepage, leak, escape, leach, discharge, injection, release, emission, spill, pumping, pouring, emptying, dumping, or other release of Hazardous Substances in violation of any currently applicable Environmental Laws from the Property onto or into any adjacent property or waters.

The Subrecipient affirms that it (nor its contractor, subcontractor or property owner to the best of its knowledge under due diligence performed by the Subrecipient) will not use its grant monies to perform rehabilitation or repair work on property that the owners or other parties have received notice from the governmental authority of a violation of Environmental laws nor any request for information pursuant to section 204(e) of CERCLA with respect to the property.

The Subrecipient agrees to defend, indemnify and hold the County and its Officers, employees and agents harmless from and against, and shall reimburse the County for, any and all losses, claims, liability, damages, costs, and expense including but not limited to reasonable legal defense costs, attorney's fees, court costs, environmental consultant's fees and advances, settlements, judgments, judgment interest, prejudgment interest or post-judgment interest, for actions or causes of action, economic loss, injunctive relief, injuries to person, property or natural resources, arising in connection with the discharge, escape, release, or presence of any Hazardous Substance at or from the property whether foreseeable or unforeseeable, regardless of the source of such release or when such release occurred or such presence is discovered and whether such discharge, escape, release, or presence of any Hazardous Substance at or from the Property is by an affirmative act or by omission by the Subrecipient or by the Subrecipient's officers, agents, employees or contractors. The foregoing indemnity includes, without limitation, all costs of removal, remediation of any kind, and disposal of such Hazardous Substance (whether or not such Hazardous Material may be legally allowed to remain in the Property if removal or remediation is prudent), all cost of determining whether the Property is in compliance and causing the Property to be in compliance with all applicable Environmental laws, all costs associated with claims for injunctive relief, damages to persons, property, or natural resources or economic loss, and the County's reasonable attorneys' and consultants' fees and court costs.

15. Time to Start Project; Time to Finish Project.

A. The Subrecipient understands and agrees that all projects must be started within three (3) months from the date of the "Authorization to Incur Grant Costs" from the County. Any written requests for exceptions or extensions must be submitted and approved in writing within the three (3) months after the "Authorization to Incur Grant Costs" is issued.

B. **Capital Improvement/Demolition.** The Subrecipient represents to the County that the aforesaid project shall be completed within twelve (12) months from the receipt of the "Authorization to Incur Grant Costs" from the County. Any requests for extension beyond the twelve (12) months to complete the project must be submitted in writing sixty (60) days before the end of the twelve (12) months to complete. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly returned to the County. **The grant amount awarded hereunder must be completely expended within 12 months of the date of the Authorization to Incur Grant Costs; however, the Subrecipient understands and agrees that it is to make efforts to actually expend all funds before the end of the Program Year for this award on September 30, 2015.**

C. **Planning/Public Service.** The Subrecipient represents to the County that the aforesaid project shall be completed by September 30, 2015. Any requests for extension beyond September 30, 2015 must be submitted in writing sixty (60) days before September 30, 2015. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly returned to the County.

16. **Records Maintenance.**

A. The Subrecipient shall maintain during the term of this contract and for a period of five (5) years thereafter complete and adequate financial records, accounts and other records to support all program expenditures. These records and accounts shall include, but not be limited to, the following: records providing a full description of each activity being assisted with CDBG funds including its location and eligibility; a general ledger that supports the costs charged to the CDBG program; records documenting procurement of goods and services; contracts for goods and services, lease and rental agreements; invoices; billing statements; cancelled checks; timecards signed by employees and supervisors; personnel authorization of records; payroll registers; payroll tax records; bank statements; bank reconciliation reports; subcontractor agreements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules signed by the appropriate party (i.e. general contractor and/or architect).

B. The Subrecipient will give HUD, the Comptroller General, and the County, and any authorized representative of each of them, access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds to necessitate such reviews and audits.

C. The Subrecipient agrees to comply with the records maintenance requirements set forth in 24 CFR 570.506 insofar as they apply to each activity undertaken.

17. **Return of Funds and Accounts Receivables; Expiration of Project.**

The Subrecipient agrees that, upon the expiration of this Agreement, it shall transfer to the County all CDBG funds on hand and all accounts receivable attributable to the use of CDBG funds which funds and accounts receivable are traceable to this Agreement.

18. **Prohibition on Assignment or Transfer of Agreement or Funds.**

The Subrecipient shall not assign or delegate this Agreement or any part thereof and the Subrecipient shall not transfer or assign any funds or claims due or that become due without the prior written approval of the County. Any transfer, assignment or delegation of any part of this Agreement or any funds from this Agreement shall be a violation of this Agreement and shall be of no effect. Violation of this provision may result in cancellation, termination or suspension of funds, or of this Agreement in

whole or in part at the discretion of the County pursuant to paragraph 21 of this Agreement including any of the actions set out therein.

19. Blank Forms and Documents.

The Subrecipient shall, upon request of the County, submit any and all forms, documents, agreements and contracts to the County for review to determine compliance with program requirements. Such review shall not be deemed to be approval of individual agreements or contracts entered into by the Subrecipient nor of items in said forms, documents, agreements, and contracts not related to program requirements.

20. Obligation for Costs and Future Projects.

A. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for payment of amounts expended by the Subrecipient in excess of the grant funds awarded under this Agreement. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for the performance of any obligations undertaken or costs incurred by the Subrecipient, participants in a program funded under this Agreement or contractor hired pursuant to a program funded under this Agreement. The allocation of funds under this Agreement shall in no way obligate the County to operate or construct any project provided for under the provisions of this Agreement. No County funds other than the amount of CDBG funds specified herein and received from HUD by the County shall be disbursed to the Subrecipient pursuant to this Agreement.

B. This Agreement neither obligates nor precludes the County from further accepting or distributing funds nor restricts nor limits the powers of the County to use such funds pursuant to the provisions of the Act.

C. This Agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance pursuant to the Act.

D. **The Subrecipient agrees that all cost overruns are the responsibility of the Subrecipient. The Subrecipient further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses. Any actions taken by the County pursuant to paragraph 17 of this Agreement shall not affect the liability of the Subrecipient for the repayment of the funds.**

21. Indemnification.

A. The Subrecipient shall indemnify the County, and its officers, agents, employees, or servants, against and hold them harmless from all liabilities, claims, damages, losses, and expenses, including but not limited to legal defense costs, attorney's fees, settlements, judgments, prejudgment interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of the Subrecipient and its officers, agents, employees or servants, of a recipient or potential recipient of any moneys or benefits from the Subrecipient, of a participant in a program operated pursuant to this Agreement, of a contractor hired pursuant to a program operated under this Agreement, or any officers, agents, employees, or servants of any of these, in a claim or suit brought by any person or third party in connection with this Agreement or from any claim or suit by any person or third party against the County or any of its agents, officers, employees, or servants.

B. In the event a claim or suit is brought against the County, or its officers, agents, employees, or servants for which the Subrecipient is responsible pursuant to subparagraph A. of this paragraph, the Subrecipient will defend, at its own cost and expense, any suit or claim and will pay any resulting claims, judgments, damages, losses, expenses, prejudgment interest, post judgment interest, or settlements against the County, or its officers, agents, employees or servants.

C. The indemnification obligation under this paragraph shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for the Subrecipient under any law or by the amount of or limitations on insurance coverage, if any, held by the Subrecipient.

22. Suspension or Termination of Agreement.

A. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.43 and 570.503(b)(7), if the County determines that the Subrecipient:

1. has not complied with or is not complying with;
2. has failed to perform or is failing to perform; or
3. is in default under any of the provisions of the Agreement whether due to failure or inability to perform or any other cause whatsoever; the County, after notification to the Subrecipient by written notice of said non-compliance or default and failure by the Subrecipient to correct said violations within ten (10) business days, may.
 - a. suspend or terminate this Agreement in whole or in part by written notice, and/or;
 - b. demand refund of any funds disbursed to Subrecipient;
 - c. deduct any refunds or repayments from any funds obligated to, but not expended by the Subrecipient whether from this or any other project;
 - d. temporarily withhold cash payments pending correction of deficiencies by the Subrecipient or more severe enforcement action by the County;
 - e. disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - f. withhold further awards for the program;
 - g. take other remedies legally available; or
 - h. take appropriate legal action.

B. The County may send written notice suspending, effective immediately, the performance of the work under this Agreement, if it determines in its sole discretion, that it is necessary for the efficiency of the Program or to safeguard the Program pursuant to paragraph C.

C. The County may send written notice to the Subrecipient suspending or terminating the Agreement in whole or in part effective immediately if it determines, in its sole discretion that the Subrecipient has including but not limited to:

1. used or is using fraudulent, coercive or dishonest practices;
2. demonstrated or is demonstrating incompetence, untrustworthiness, or financial irresponsibility; or
3. endangered or is endangering the life, safety, health or welfare of one or more persons in the conduct or performance of the work set out in Exhibit E hereto. The County may also take any of the actions listed in subparagraph A. of this paragraph; provided, however, that said actions may be taken effective immediately rather than upon ten (10) days written notice.

D. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.44 and 570.503(b)(7), this Agreement may be terminated for convenience, in whole or in part, as follows:

1. by the County, with consent of the Subrecipient, in which case the Subrecipient shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated; or
2. by the Subrecipient, upon written notification to the County, setting forth the reasons for such termination the effective date, and in the case of partial termination, the portion to be terminated; provided, however, that if the County determines that the remaining portion of the grant will not accomplish the purpose for which the grant was given the County may terminate the entire grant under either 24 CFR Section 85.43 or 85.44(a).

E. The written notice given under any of the subparagraphs of this paragraph may be delivered by regular mail, certified mail return receipt requested, facsimile or personal service.

23. Notice.

Notice and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE COUNTY: Mr. Michael Jasso, Director
Department of Planning and Development
69 W. Washington, 29th Floor
Chicago, IL 60602

TO THE SUBRECIPIENT: Domingo F. Vargas, Mayor
City of Blue Island
13051 Greenwood Avenue
Blue Island, IL 60406-2331

24. SIGNAGE

That the Subrecipient hereby agrees to permit appropriate signage prepared and erected by the County, of the County's participation in the project.

25. Effective Date; Close Out of Grant.

This Agreement shall be effective as of the first day of October, 2014, and shall continue in effect for all periods in which the Subrecipient has control over CDBG funds including Program Income, and until this project is closed out in accord with grant closeout procedures established by the County. For

the purpose of this Agreement and applicable Federal rules and regulations, this Agreement shall be deemed expired when the County gives written notice that the grant is closed.

26. Binding Authority.

The individuals executing this AGREEMENT on behalf of the COUNTY and the SUBRECIPIENT represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this AGREEMENT.

27. Entire Agreement and Savings Clause.

A. This AGREEMENT sets forth all the covenants, conditions and promises between the COUNTY and the SUBRECIPIENT with regard to the matters set forth herein, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

B. If any provision of this AGREEMENT, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this AGREEMENT shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE PURPOSEFULLY LEFT BLANK.]

COUNTY OF COOK:

BY: _____
Dir. of Dept. of Planning and Development (Signature)
County of Cook

Printed Name Date

Attest: _____
Cook County Clerk (Signature)

Printed Name Date

County Seal:

Approved as to Form: _____
Assistant State's Attorney (Signature)

Printed Name Date

SUBRECIPIENT:

BY: _____
Subrecipient Official (Signature)

Subrecipient Official (Printed Name) Date

TITLE: _____

ATTEST: _____
Subrecipient Clerk/Secretary (Signature)

Subrecipient Clerk/Secretary (Printed Name) Date

Subrecipient Seal:

Approved as to Form: _____
Subrecipient Attorney (Signature)

Subrecipient Attorney (Printed Name) Date

ATTACH: Exhibits
Resolution

EXHIBIT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The signatory to this Agreement to which this Exhibit A is attached understands and agrees that it is a Subrecipient of the Community Development Block Grant Program of the County of Cook and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the County and the United States Department of Housing and Urban Development ("HUD"), or against any applicant for such employment, because of race, color, religion, sex, age, national origin, ancestry, marital status, handicap or unfavorable discharge from military service, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the selection for training, including but not limited to apprenticeship; discipline and tenure, terms, privileges or conditions of employment. The Subrecipient agrees to abide by the Certifications contained herein as well as any and all equal employment opportunity provisions contained in the Agreement to which this is attached and all equal employment opportunity provisions of federal, state and local laws and regulations.

The Subrecipient shall adhere to the following requirements:

- (1) The requirements of Title VIII of Civil Rights Act of 1968, 42 U.S.C. 3601-3619 and implementing regulations; Executive Order 11063 and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2002d) and implementing regulations issued at 24 CFR Part 1, as amended.
- (2) The prohibitions against discrimination on the basis of age under the Age Discrimination in Employment Act of 1975 (42 U.S.C. 6101-6107); the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR Part 8; and the prohibitions against discrimination against those with disabilities under the Americans with Disabilities Act (42 U.S.C. Section 12101, et. seq.).
- (3) The requirements of Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued under the Order at 41 CFR Chapter 60.
- (4) The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR Part 135, as amended from time to time.

- (5) The requirements of Executive Orders 11625, 12432, and 12138. Consistent with HUD's responsibilities under these Orders, the Subrecipient must make efforts to encourage the use of minority and women's business enterprises in connection with activities funded under this part.
- (6) The Illinois Human Rights Act (775 ILCS 5/1-101, et seq.).

The Subrecipient further agrees to the following:

- (7) It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any County or HUD assisted work, provided, however, that if the Subgrantee so participating is a unit of local government, the said equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such unit of local government which does not participate in work on or under the contract.
- (8) It will assist and cooperate actively with the County or HUD in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, the Secretary of Housing and Urban Development, State of Illinois, and the County.
- (9) It will furnish the County or HUD such information as they may require for the supervision of such compliance, and will otherwise assist the County or HUD in the discharge of primary responsibility for securing compliance.
- (10) It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and 24 CFR Part 24.
- (11) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County or HUD.
- (12) In the event that it fails or refuses to comply with the undertaking set forth, the County or HUD may cancel, terminate or suspend in whole or in part any contractual agreements the County or HUD may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from the Subrecipient, or may refer the case to HUD or other appropriate agency for appropriate legal proceedings.
- (13) It will comply with the provisions of the Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).

- (14) Pursuant to 24 CFR Section 570.607, it will incorporate or cause to be incorporated into any contract for \$10,000 or more, or modification thereof, as defined in the regulation of the Secretary of Labor at 41 CFR Chapter 60, as amended, which is paid for in whole or in part with funds obtained pursuant to Community Development Block Grant Program, the equal opportunity clause required by 41 CFR 60-4.4 of the regulations.

EXHIBIT B
ASSURANCES

In accordance with the Housing and Community Development Act of 1974, as amended (the "Act"), and 24 CFR Section 570.303, the Subrecipient hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally-assisted program. Also the Subrecipient gives assurances and certifies with respect to the grant that:

- A. It possesses legal authority to make a grant submission and to execute a community development and housing program.
- B. Prior to submission of its application to Cook County, the Subrecipient followed a detailed citizen participation plan which meets citizen participation requirements under 24 CFR Section 91.105, prepared its final statement of community development objectives and projected use of funds, and made the application available to the public, as required by 24 CFR Section 91.105.
- C. It has developed a housing and community development plan, for the period specified by the County, that identifies community development and housing needs and specifies both short- and long-term community development objectives that provided decent housing and expand economic opportunities primarily for persons of low and moderate income and that have been developed in accordance with the primary objective and requirements of the Housing and Community Development Act of 1974 as amended.
- D.
 - 1. It is following the current Comprehensive Consolidated Plan (CCP) which has been prepared by the County and approved by HUD pursuant to 24 CFR Part 91 and which meets the requirements of Section 104(c)(1) of the Housing and Community Development Act of 1974, as amended, and that any housing activities to be assisted with CDBG funds be consistent with the CCP;
 - 2. It is following the current CCP which has been prepared by the County and approved by HUD in accordance with Section 105 of the Cranston-Gonzalez National Affordable Housing Act.
- E. It has developed its Program so as to give maximum feasible priority to activities which benefit low-and-moderate-income persons or aids in the prevention or elimination of slums or blight.
- F. It will minimize displacement of persons as a result of activities assisted with federal funds for this federally-assisted program.
- G. It will not attempt to recover any capital costs of public improvements assisted in whole or part under Section 106 or with amounts resulting from a guarantee

under Section 108 of the Housing and Community Development Act of 1974, as amended, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements (assisted in part with Community Development Block Grant funds) unless (1) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital cost of such public improvements that are financed from revenue sources other than under Title I of the Act (however, an assessment or charge may be made against the property with respect to public improvements funded by a source other than Community Development Block Grant funds); or (2) for purpose of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Subrecipient and Grantee certify to the Secretary that it lacks sufficient funds received under Section 106 to comply with the requirements of subparagraph (1) above.

- H. Its chief executive officer, chief elected official, or other officer of the Subrecipient approved by the County is authorized and consents on behalf of the Subrecipient and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of the requirements of such Act and regulations.
- I. The grant will be conducted and administered in compliance with the following requirements:
 - 1. The Subrecipient in its municipal operations and in the administration of this Agreement will affirmatively further fair housing;
 - 2.
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000(d)), as amended, and implementing regulations issued at 24 CFR Part 1, as amended; and
 - b. The Fair Housing Act (18 U.S.C. Sections 3601-3619) and implementing regulations, as amended;
 - 3. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations, if any;
 - 4. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto, as amended;
 - 5. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations, if any;
 - 6. Executive Order 11246, as amended by Executive Order 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60, as amended;
 - 7. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107, as amended;

8. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations issued at 24 CFR Part 8, as amended;
 9. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
 10. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, as required under Section 570.606(b) and Federal implementing regulations at 49 CFR; it has in place a plan and is following the requirements in Section 570.606(c) governing the residential antidisplacement and relocation assistance plan required under Section 104(d) of the Act (including a certification that the Subrecipient is following such a plan); the relocations requirements of Section 570.606(c) governing displacement subject to Section 104(k) of the Act; and the relocation requirements of Section 570.606(d) governing optional relocation assistance under Section 105(a)(11) in connection with any activity assisted with funding under the CDBG Program;
 11. The labor standards requirements as set forth in 24 CFR Section 570.603, Subpart K and HUD regulations issued to implement such requirements, as amended; including but not limited to Davis-Bacon (40 USC 276A - 276A-5), as amended, and the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq.), as amended;
 12. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
 13. The National Flood Insurance Program (Section 201 (d), 42 USC 4105 (d), and the flood insurance purchases requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234, 42 USC 4012a);
 14. The regulations, policies, guidelines and requirements of 24 CFR Parts 570, 84 and 85 and OMB Circulars A-87, A-122, and A-128, as applicable, as they relate to the acceptance and use of Federal funds under this federally-assisted program, and as amended from time to time;
 15. The Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).
- J. No funds under this Agreement will be used for or in aid of any personal political purpose and it will comply with the provision of the Hatch Act which limits the political activity of employees.

- K. It will comply with the lead-based paint requirements of 24 CFR Part 35 (in particular Subparts A, B, J, K and R) issued pursuant to the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846); and, that its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Section 570.608, as both are now or hereafter amended.
- L. If a facility is developed as a result of the assisted activities, no unreasonable fee may be charged for the use of such facility, and, such fee, if charged, must not have the effect of precluding use by low-and-moderate-income persons.
- M. No CDBG funds will be used to employ, award contracts to, or otherwise engage the services of or fund any contract or sub-contractor of the Subrecipient during any period of debarment, suspension or placement on ineligibility status under the provisions of 24 CFR Part 24 or 24 CFR Sections 85.35 or 570.609, as applicable, and Executive Order 11246, as amended by Executive Order 12086.
- N.
 - 1. In accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), the Subrecipient, if a municipality, certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by its police department against any individuals engaged in nonviolent civil rights demonstrations.
 - 2. The Subrecipient, if a municipality, certifies that it has a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- O. The Subrecipient certifies that it is complying with the Illinois Drug Free Workplace Act ("Act"), (30 ILCS 580/1, et seq.), and, if applicable, that it is complying with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.).

EXHIBIT C
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other bases for determining eligibility, and description of service provided. Such information shall be made available to the County or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under the contract is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, County representative, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

3. Payment Procedures

The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expense actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the Subrecipient.

4. Performance Reports

The Subrecipient shall submit Performance Reports to the County in the form, content, and frequency as required by the County.

D. Procurement

1. Compliance

The Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the County for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the County deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meet a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value

attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable County's ordinances, resolutions and policies concerning the displacement of persons from their residences.

EXHIBIT D

**CERTIFICATE REGARDING LOBBYING
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
COUNTY OF COOK**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperation agreement.

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

This certification is a material representation of fact upon which reliance was placed when the transaction contemplated in the Community Development Block Grant Program SUBRECIPIENT AGREEMENT bearing this same date ("Subrecipient Agreement") was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

SUBRECIPIENT:

BY: _____
Subrecipient Official (Signature) Subrecipient Official (Printed Name) Date

TITLE: _____

ATTEST: _____
Subrecipient Clerk/Secretary (Signature) Subrecipient Clerk/Secretary (Printed) Date

Subrecipient Seal:

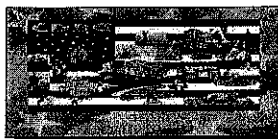


EXHIBIT E - PROJECT SUMMARY

2014 Program Year: October 1, 2014 through September 30, 2015

Planner **Karl Brinson**

SUBRECIPIENT **CITY OF BLUE ISLAND**

ADDRESS **13051 Greenwood Avenue** CITY **Blue Island** ZIP **60406-2331**

Nicholas Crite (708) 396-7037 (708) 597-1221 **ncrite@cityofblueisland.org**
PROGRAM MANAGER PHONE FAX E-MAIL

PROJNUM IDIS No. PROJECT TITLE
1406-002 **Street Improvements - Cochran, Lewis, Birdsall Street and Greenwood Avenue**

Account #:
9428225-580170.100

Eligibility Citation	Award Amount	Additional Amount	Transfers into Project	Total Budget Summary	Award Match
570.201(c)	\$285,000			\$285,000	\$113,075.00

SUMMARY PROJECT DESCRIPTION:

Eligibility:

LMI

- ☐ Does Not Apply ☐ Housing Activity
☒ Area Benefit ☐ Job Creation/Retention
☐ Limited Clientele

Slum Blight

- ☒ Does Not Apply
☐ Area
☐ Spot

Is Acquisition Required?

- ☐ Yes
☒ No

Census Tracts

Block Groups

L/M Income %

8235

2

64.20%

NARRATIVE:

Awarded Location

Cochran, Lewis, Birdsall Street and Greenwood Avenue

AWARDED Project Description

The project entails the removal and replacement of existing deteriorated asphalt roadway; repair of existing damaged or deteriorated curbing, gutters and sidewalks; repair of all drainage structures in the project area and restoration of areas.

Specific Anticipated Accomplishments

This project will resurface approximately 1,300 linear feet of roadway and repair or replace approximately 850 linear feet of deteriorated curbs, gutters and sidewalks.

Environmental Review

Categorically Excluded (24 CFR 58.35)

Amendment

SalUtil8

0

Planner

Karl Brinson

PROJECT COMPLETION SCHEDULE

Month 1

Engineering and design

Month 2

Engineering and design

Month 3

Procurement process

Month 4

Bid award - begin construction

Month 5

Construction

Month 6

Construction

PROJECT COMPLETION SCHEDULE

Month 7

Construction

Month 8

Construction

Month 9

Construction complete

Month 10

Grant closeout

Month 11

Final payout to contractor

Month 12

Project Complete

STAFF SALARIES

Note: Column 4 cannot exceed Column 2 times Column 3. The sum of Column 5 and Column 6 cannot exceed Column 4.

<u>NAME AND POSITION</u>	(2) Annual Salary	(3) % of time spent on Project	(4) Salary Utilized for Project	(5) CDBG Portion	(6) Project Match
Supervisor of Special Projects -	\$50,000	10.000%	\$5,000		\$5,000.00
Public Works Director -	\$60,000	5.000%	\$3,000		\$3,000.00
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
No			\$0		
TOTAL SALARIES:	\$110,000		\$8,000	\$0	\$8,000.00

REMINDER

NO CDBG FUNDS MAY BE USED FOR FRINGE BENEFITS OR TAXES.