



VILLAGE OF DOLTON

Tiffany A. Henyard.....Mayor
Alison Key.....Village Clerk

TRUSTEES

Kiana L. Belcher Tammie Brown Andrew Holmes
Jason House Brittney Norwood Edward Steave

Village of Dolton
Regular Meeting Board of Trustees
Virtual Meeting Via Zoom – Livestream on YouTube
Monday, April 4, 2022
6:30 pm

NOTICE OF REGULAR MEETING BOARD OF TRUSTEES

PUBLIC NOTICE IS HEREBY GIVEN TO ALL MEMBERS AND RESIDENTS OF THE VILLAGE OF DOLTON AND INTERESTED PARTIES THAT, AT THE CALL OF THE MAYOR OF THE VILLAGE OF DOLTON, A REGULAR MEETING OF THE VILLAGE OF DOLTON BOARD OF TRUSTEES WILL BE HELD AT THE HOUR OF 6:30 P.M. ON APRIL 4, 2022.

DUE TO THE CORONAVIRUS, AND IN CONSIDERATION OF THE HEALTH OF THE VILLAGE OF DOLTON RESIDENTS, THIS REGULAR BOARD MEETING WILL ALSO BE A VIRTUAL MEETING VIA ZOOM AND LIVESTREAM ON YOUTUBE. THE PUBLIC IS INVITED TO PRESENT PUBLIC COMMENT TO THE MATTERS TO BE DISCUSSED AND ACTED UPON. THE FOLLOWING MATTERS MAY BE DISCUSSED OR ACTED UPON AT THE REGULAR BOARD MEETING:

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/89539571424?pwd=TGR3MSt2QlRieXl6NkxFOGpaYURiUT09>

Passcode: 14122

Or One tap mobile :

US: +13126266799,,89539571424#,,,,*14122# or +13017158592,,89539571424#,,,,*14122#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 312 626 6799 (Chicago)
+1 301 715 8592 (Washington, DC)
+1 929 205 6099 (New York)
+1 253 215 8782 (Tacoma)
+1 346 248 7799 (Houston)
+1 669 900 6833 (San Jose)
Webinar ID: 895 3957 1424
Passcode: 14122

Or watch live on www.youtube.com/VillageofDolton



VILLAGE OF DOLTON

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Monday, April 4, 2022

Agenda

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Prayer
4. General Announcements
5. Village Clerk's Report
 - a. Approval of the Minutes
 - i. Regular Board Meeting – February 7, 2022
 - ii. Special Board Meeting – February 22, 2022
 - iii. Special Board Meeting – March 7, 2022
 - iv. Special Committee of the Whole Meeting – March 21, 2022
 - v. Special Board Meeting – February 22, 2022 revised
 - vi. Special Board Meeting – March 7, 2022 revised
 - b. Communications
6. Village Administrator's Report
7. Engineer's Report
8. Committee Reports
 - Police – Trustee Holmes
 - Melanie Fitness Center – Trustee Brown
 - Public Works – Trustee Steave
 - Fire – Trustee Belcher
 - Youth – Trustee Norwood
 - Finance – Trustee House
9. Department Reports
 - Police – Chief Collins
 - Fire – Chief McCain
 - Public Works – Stacey Carrel



VILLAGE OF DOLTON

Tiffany A. Henyard.....Mayor

Alison Key.....Village Clerk

TRUSTEES

Kiana L. Belcher
Jason House

Tammie Brown
Brittney Norwood

Andrew Holmes
Edward Steave

Water – Juanita Darden

Housing – William Moore

Code Enforcement – Brian Thigpen

Building Permits – Samysha Williams

10. Corporate Bills

11. Old Business

- a. Discussion for TIF Redevelopment for 300 West Sibley Economic Development – Mayor Henyard and Attorney Vasselli
- b. Discussion and approval of Ordinance 22-_____ amending Ordinance No. 19-010 to the change Board of Trustees meeting start time from 6:30 pm to 5:30 pm – Mayor Henyard/Attorney Vasselli
- c. Discussion and approval of Resolution 22-_____ for the Cook County Bureau of Economic Development Community Development Block Grant Program (CDBG) Project 2007-107 – Mayor Henyard and Village Engineer Ron Smith
- d. Discussion and approval of Resolution 22-_____ for the Illinois Environmental Protection Agency (IEPA) Lead Water Service Line Replacement Project – Mayor Henyard and Village Engineer Ron Smith

12. New Business

- a. TERMINATION OF ODELSON, STERK, MURPHEY, FRAZIER & McGRATH, LTD. AS LEGISLATIVE COUNSEL

13. Mayor's Report

14. Citizens Address – General



VILLAGE OF DOLTON

Tiffany A. Henyard.....Mayor

Alison Key.....Village Clerk

TRUSTEES

Kiana L. Belcher
Jason House

Tammie Brown
Brittney Norwood

Andrew Holmes
Edward Steave

15. Executive Sessions for the following purposes:

- a. 5 ILCS 120/2(c)(1) – discussion regarding the appointment, employment, compensation, discipline, performance, or dismissal of specific employees;
- b. 5 ILCS 120/2(c)(11) – discussion regarding pending or probable or imminent litigation

16. Adjournment

This Regular Meeting is called by Order of the Mayor:

Tiffany Henyard
Tiffany A. Henyard

Tiffany Henyard
Signature

Section 5 - a.

5. Village Clerk's Report

a. Approval of the Minutes

- i. Regular Board Meeting – February 7, 2022
- ii. Special Board Meeting – February 22, 2022
- iii. Special Board Meeting – March 7, 2022
- iv. Special Committee of the Whole Meeting –
March 21, 2022
- v. Special Board Meeting – February 22, 2022
revised
- vi. Special Board Meeting – March 7, 2022 revised



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Jason House	Brittney Norwood	Edward Steave

Village of Dolton
Regular Meeting Board of Trustees
Virtual Meeting Via Zoom – Livestream on YouTube
Monday, February 7, 2022
6:30 PM

MINUTES

- 1. CALL TO ORDER/ROLL CALL** - Mayor Henyard at 6:53 PM. Roll Call: Trustee Steave, Norwood, Belcher, Holmes, House, Brown. A quorum was established. Also present, the Village Attorney, Engineer and Department Heads
- 2. PLEDGE OF ALLEGIANCE** – Mayor Henyard
- 3. PRAYER** – William Moore
- 4. GENERAL ANNOUCEMENTS** –
 - Trustee Steave – Tea with the Trustees will be celebrating Black History Month. MS Walk May 14, 2022 at Dolton Park District, inviting the surrounding communities.
 - Trustee Norwood – 10-11:30 AM, Thanks all the seniors and residents for attending the Senior Free Food give away. The next give away is scheduled for February 18, 2022.
 - Trustee House – Received several e-mails and concerns from residents regarding the Village of Dolton’s facebook page. Residents are being blocked or unable to comment.
- 5. VILLAGE CLERK’S REPORT**
 - A. APPROVAL OF THE MINUTES**
 - Special Board Meeting – September 2, 2021
 - Regular Board Meeting – September 7, 2021
 - Special Board Meeting – September 20, 2021
 - Committee of the Whole Board Meeting – September 20, 2021
 - Special Board Meeting – September 27, 2021
 - Regular Board Meeting – October 4, 2021
 - Committee of the Whole Board Meeting – October 18, 2021
 - Special Board Meeting – October 31, 2021
 - Regular Board Meeting – November 1, 2021
 - Special Board Meeting - November 5, 2021
 - Committee of the Whole Board Meeting – November 15, 2021
 - Special Board Meeting (Committee of the Whole Board Meeting) – December 6, 2021
 - Regular Board Meeting – December 6, 2021
 - Special Board Meeting – December 8, 2021
 - Special Board Meeting – December 29, 2021
 - Regular Board Meeting – January 3, 2022



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Jason House Brittney Norwood Edward Steave

Special Board Meeting – January 18, 2022

Committee of the Whole Board Meeting – January 18, 2022

Motion by Trustee Holmes, Second by Trustee Belcher, Ayes (6) Trustee House, Brown, Belcher, Norwood, Holmes, Steave. Motion passed.

B. COMMUNICATIONS

6. **VILLAGE ADMINISTRATOR'S REPORT** – Housekeeping notes regarding the flow and structure of board zoom meetings.

7. ENGINEER'S REPORT

- 2022 CDBG applications are due March 16, 2022
- IEPA Water Replacement Project – See report

8. COMMITTEE REPORTS

Police – Trustee Holmes – Officer candidate currently undergoing background investigation.

Melanie Fitness Center – Trustee Brown – \$51,000 in the negative.

Public Works – Trustee Steave – Thanks Public Works laborers that were out in the cold doing snow patrol

Fire – Trustee Belcher – No report

Youth – Trustee Norwood – Thanks everyone who attended the family skate night. Youth Committee Meeting February 15, 2022.

Finance – Trustee House – No report

9. DEPARTMENT REPORTS

Police – Chief Collins – See report

Fire – Chief McCain – See report

Public Works – Stacey Carrel – See report

Water – William Moore – See report

Code Enforcement – Brian Thigpen- See report

Building Permits – Samysha Williams – See report

10. CORPORATE BILLS

Trustee House – See report/Zoom

Motion by Trustee House, Second by Trustee Norwood Ayes (6) Trustee House, Holmes, Norwood, Belcher, Brown, Steave

Motion to move to Executive Session: Trustee House, Second Trustee Norwood Ayes (5) Trustee House, Brown, Steave, Norwood, Belcher, Nays (1) Trustee Holmes

11. OLD BUSINESS

12. NEW BUSINESS

- a. Discussion and possible action regarding Override Mayoral Veto of the Extension of TIF Agreement with Location Finders International (LFI) – **Mayor Henyard and Attorney Vasselli**



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Tammie Brown

Andrew Holmes

Jason House

Brittney Norwood

Edward Steave

Motion by Trustee House, Second by Trustee Brown, Ayes (5) Trustee House, Belcher, Brown, Steave, Norwood, Nays (1) Trustee Holmes

b. Approval of new digital sign for in front of the police station to replace the old digital sign
Motion by Trustee Holmes, Second by Trustee Belcher. Ayes (6) Trustee House, Norwood, Brown, Belcher, Steave, Holmes. Motion passed.

c. Approval of Barnacle Immobilization Devices. (Private vendor offered to sponsor program in part)
Motion by Trustee Holmes, Motion dies.

13. MAYOR'S REPORT- See report, Chief of Staff shares a video.

14. CITIZENS ADDRESS – Media Center

15. EXECUTIVE SESSION FOR THE FOLLOWING PURPOSES:

- a. 5 ILCS 120/2(c)(1) – discussion regarding the appointment, employment, compensation, discipline, performance, or dismissal of specific employees.
- b. 5 ILCS 120/2(c)(11) – discussion regarding pending or probable or imminent litigation

16. POSSIBLE FINAL ACTON ON ITEMS COMING OUT OF EXECUTIVE SESSION

17. ADJOURNMENT -- 8:55 PM

ALISON KEY, Village Clerk

APPROVED by the Board of Trustees this _____

TIFFANY A. Henyard, Mayor



VILLAGE OF DOLTON

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Alison Key.....Village Clerk

TRUSTEES

Kiana L. Belcher
Jason House

Tammie Brown
Brittney Norwood

Andrew Holmes
Edward Steave

Village of Dolton
Special Meeting Board of Trustees
Virtual Meeting Via Zoom – Livestream on YouTube
Tuesday, February 22, 2022
6:30 PM

MINUTES

I. CALL TO ORDER OF THE MEETING –

Motion to appoint Trustee House as Mayor Pro Tem. Motion by Trustee Steave, Second Trustee Brown, Ayes (5) Trustee Brown, Belcher, Steave, Norwood, House. Absent (2) Mayor Henyard and Trustee Holmes. A quorum was established. Also Present: Attorney McGrath
Call to Order: Mayor Pro Tem House at 6:47 PM, Roll Call: Trustee Norwood, Belcher, Brown, Steave Absent (2) Mayor Henyard, Trustee Holmes

II. PLEDGE OF ALLEGIANCE – Mayor Pro Tem House

III. PRAYER – Mayor Pro Tem House

IV. GENERAL ANNOUCEMENTS –

Trustee Norwood, Steave, Belcher and Brown commented on the state of the Village of Dolton and resident concerns.

Clerk Key received objections on 2/22/22 to petitions that were filed in the office in December and will follow the directives of the legislative counsel.

Motion that Oldsen, Sterk, McGrath, Fraizer and Murphey's Law Office be the Attorney of record for the Electoral Board. Motion by Mayor Pro Tem House, Second by Trustee Belcher Ayes (4) Trustee Steave, Brown, Belcher, Norwood, Absent (2) Mayor Henyard, Trustee Holmes

V. ORDER OF BUSINESS

- A. Discussion and possible approval to amend Ordinance No. 19-010 to change Board of Trustees meeting start time from 6:30 PM to 5:30 PM – **Mayor Henyard/Attorney Vasselli**
- B. Discussion and possible approval of Resolution 22- ____ appointing the membership of the Board of Fire and Police Commissions – **Mayor Henyard and Attorney Vasselli**
- C. Discussion and possible approval of Vista National Insurance Group, Inc. financial summary of the Village's insurance renewals and employee benefits renewal recommendations – **Janice Johnson** – Approved by Mayor Pro Tem House

VI. MAYOR'S REPORT – Encourages residents to call the Board with any concerns regarding the Village of Dolton.

VII. CITIZENS ADDRESS – Media Center



VILLAGE OF DOLTON

Tiffany A. Henyard.....Mayor
Alison Key.....Village Clerk

TRUSTEES

Kiana L. Belcher	Tammie Brown	Andrew Holmes
Jason House	Brittney Norwood	Edward Steave

VIII. EXECUTIVE SESSION

- a. Employment
- b. Communications

IX. ADJOURNMENT – at 7:06 PM.

Motion by Mayor Pro Tem House to adjourn and move agenda to a future date. Second by Trustee Steave Ayes (5) Trustee Steave, House, Brown, Belcher, Norwood Absent (1) Trustee Holmes

ALISON KEY, Village Clerk

Approved by the Board of Trustees this _____

TIFFANY A. HENYARD, Mayor



VILLAGE OF DOLTON

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Alison Key..... Village Clerk

TRUSTEES

Kiana L. Belcher	Tammie Brown	Andrew Holmes
Jason House	Brittney Norwood	Edward Steave

Village of Dolton
Special Meeting Board of Trustees
Virtual Meeting Via Zoom – Livestream on YouTube
Monday, March 7, 2022
6:30 PM

MINUTES

1. **Call to Order/Roll Call** – Motion to appoint Trustee House as Mayor Pro Tem. Motion by Trustee Belcher, Second By Trustee Brown, Ayes (5) Trustee Steave, Norwood, Belcher, Brown, House. Absent (2) Mayor Henyard and Trustee Holmes. Motion passed. A quorum was established. Also Present: Attorney McGrath. Call to Order: Mayor Pro Tem House at 6:37 PM
2. **Pledge of Allegiance** – Mayor Pro Tem House
3. **Prayer** – Mayor Pro Tem House
4. **General Announcements** – Will hold off on general announcements because this is a nonconventional format for us to hold a meeting for the second time without our Mayor being present. As the Board, we've expressed many concerns that the community is being shut out and their comments are not added into written record, deleted and/or blocked. Board members are also having issues with being muted and not being allowed to post items on the agenda.
Tea with the Trustees is every second Saturday at the Dolton park District. We encourage residents to come out. This an outlet to voice your concerns.
Attorney McGrath, Trustee Belcher, Trustee Steave, Trustee Brown, Trustee Norwood spoke.
5. **Village Clerk's Report**
 - a. **Approval of the Minutes**
 - i. Regular Board Meeting – February 7, 2022
 - ii. Special Board Meeting – February 22, 2022Will table until the next board meeting.
 - b. **Communications**

A reminder that our FOIA portal is now active and request should be submitted electronically. The Clerk's Office is experiencing some challenges with getting Department Heads to respond to request.
6. **Village Administrator's Report** - Absent
7. **Engineer's Report** - Absent
8. **Committee Reports**
 - Police** – Trustee Holmes - Absent
 - Melanie Fitness Center** – Trustee Brown – No reports were provided but is still over \$50,000 negative



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TRUSTEES

Kiana L. Belcher Tammie Brown Andrew Holmes
Jason House Brittney Norwood Edward Steave

Public Works – Trustee Steave – No report.

Fire – Trustee Belcher – Next meeting is Tuesday March 29, 2022

Youth – Trustee Norwood – This week is career week. Some of the Trustees will be going to Lincoln Elementary School to read books to the students. Bowling with the Trustees is March 16.

Finance – Trustee House – There hasn't been a finance meeting due to challenges regarding receiving accurate information, which is necessary to conduct a meeting.

9. Corporate Bills –

Have not been provided to the board. An e-mail was sent to the Mayor and Village Administrator.

Motion to table: Motion by Mayor Pro Tem House and Second by Trustee Steave. Ayes (5) Trustee Steave, Norwood, Belcher, Brown, House, Absent (1) Trustee Holmes. Motion passed.

10. Old Business

a. Discussion and possible approval of Ordinance 22-___ amending Ordinance No. 19-010 to change Board of Trustees meeting start time from 6:30 PM to 5:30 PM – **Mayor Henyard/Attorney Vasselli**

Trustee Belcher – This is unfair to the residents.

b. Discussion and possible approval of Resolution 22-___ appointing the membership of the Board of Fire and Police Commissions – **Mayor Henyard and Attorney Vasselli**
Attempted to compromise with the Mayor, which has not been accepted. No motion.

c. Discussion and possible approval of Vista National Insurance Group, Inc. financial summary of the Village's insurance renewals and employee benefits renewal recommendations – **Janice Johnson**
Motion to move forward by Trustee Belcher, Second by Trustee Norwood. Ayes (5) Trustee Steave, Norwood, Belcher, Brown, & House. Absent (1) Trustee Holmes. Motion passed.

d. Request Board authorize legislative file lawsuit regarding Mayoral Security Detail – **Trustee House**
Nothing in the budget for this service. Attempted to reconcile with the Mayor. There is 179% of overtime with two months remaining in the fiscal year. Motion by Mayor Pro Tem House. Second by Trustee Belcher. Ayes (5) Trustee Steave, Norwood, Belcher, Brown & House. Absent (1) Trustee Holmes. Motion passed.

e. Discussion about residents being restricted from Social Media – **Trustee Norwood**
The Board does not agree with this action. Mayor Pro Tem House will reach out the Village Engineer. Motion to table by Mayor Pro Tem House, Second by Trustee Brown. Ayes (5) Trustee Steave, Norwood, Belcher, Brown, & House. Absent (1) Trustee Holmes. Motion passed.

11. New Business

a. Discussion and approval of Resolution 22-___ for the Cook County Department of Transportation and Highways "Invest in Cook" Grant – **Mayor Henyard and Village Engineer Ron Smith**
Motion by Pro Tem House, Second by Trustee Brown. Ayes (5) Trustee Steave, Norwood, Belcher, Brown, House. Absent (1) Trustee Holmes. Motion passed.

b. Discussion and approval of Resolution 22-___ for the Cook County Bureau of Economic Development Community Development Block Grant Program (CDBG) Capital Improvement – **Mayor Henyard and Village Engineer Ron Smith**



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Jason House Brittney Norwood Edward Steave

Motion to move forward by Mayor Pro Tem House, Second by Trustee Brown. Ayes (5) Trustee Steave, Norwood, Belcher, Brown & House. Absent (1) Trustee Holmes. Motion passed.

- c. Discussion and approval of Resolution 22- ____ for the Illinois Environmental Protection Agency (IEPA) Lead Water Service Line Replacement Project – **Mayor Henyard and Village Engineer Ron Smith**

Motion to table by Mayor Pro Tem House, Second by Trustee Brown. Ayes (5) Trustee Steave, Norwood, Belcher, Brown & House. Absent (1) Trustee Holmes, Motion passed.

12. **Mayor's Report** – Absent

13. **Citizens Address – General** – Media Center

14. **Executive Sessions for the following purposes:**

- a. 5 ILCS 120/2 (c)(1) – discussion regarding the appointment, employment, compensation, discipline, performance, or dismissal of specific employees
b. 5 ILCS 120/2 (c)(11) – discussion regarding pending or probable or imminent litigation

15. **Adjournment** – at 7:44 PM. Motion to adjourn by Trustee Brown, Second by Trustee Norwood. Ayes (5) Trustee Steave, Norwood, Belcher, Brown, & House. Absent (1) Trustee Holmes, Motion passed.

ALISON KEY, Village Clerk

Approved by the Board of Trustees this _____

TIFFANY A. HENYARD, Mayor



VILLAGE OF DOLTON

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TRUSTEES

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Jason House Brittney Norwood Edward Steave

**Meeting of the Board of Trustees
Special Committee of the Whole Meeting
Virtual Meeting Via Zoom – Livestream on YouTube
Monday, March 21, 2022
6:30 PM**

MINUTES

- I. **CALL TO ORDER OF THE MEETING** – Motion to appoint Trustee House as Mayor Pro Tem. Motion by Trustee Steave, Second by Trustee Brown. Ayes (5) Trustee Brown, Belcher, Steave, Norwood, House. Absent (2) Mayor Henyard and Trustee Holmes. Motion passed. A quorum was established. Also Present: Attorney McGrath. Call to Order: Mayor Pro Tem House at 6:35 PM, Roll Call: Trustee Norwood, Belcher, Brown, Steave. Absent (2) Mayor Henyard, Trustee Holmes
- II. **PLEDGE OF ALLEGIANCE** – Mayor Pro Tem House
- III. **PRAYER** – Trustee Steave
- IV. **GENERAL ANNOUNCEMENTS** –
Mayor Pro Tem House - For the record, this meeting was properly called to order by three Trustees (Trustee House, Belcher & Norwood) and confirmed by legal counsel.
Trustee Brown – Demands the resignation of Village Administrator Keith Freeman.
Trustee Steave – MS Walk coming up May 15, 2022.
Trustee Norwood – A special thank you to District 148 Fire & Police Department. They assisted the Trustees with the Youth Committee during Career Week.
Trustee Belcher – Spoke on why the board meetings are not in sink. Will stay on the Mayor’s meeting with hopes of speaking.
- V. **ORDER OF BUSINESS**
 - A. Discussion for TIF Redevelopment for 300 West Sibley Economic Development – **Mayor Henyard and Attorney Vasselli**
No discussion.
 - B. Discussion and possible approval to amend Ordinance No. 19-010 to the change Board of Trustees meeting start time from 6:30 PM – 5:30 PM – **Mayor Henyard/Attorney Vasselli**
Trustee Steave – Does not agree with this amendment.
 - C. Follow-up on status of Forensic Audit –
Following up on this item based on resident’s request. Will discuss with fellow board members.
Trustee Brown on board with moving forward.



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TRUSTEES

Kiana L. Belcher	Tammie Brown	Andrew Holmes
Jason House	Brittney Norwood	Edward Steave

VI. **MAYOR'S REPORT** – Absent

VII. **CITIZENS' ADDRESS** – Media Center

VIII. **ADJOURNMENT** – at 6:57 PM. Motion to adjourn by Mayor Pro Tem House, Second by Trustee Brown. Ayes (5) Trustee Steave, Brown, Norwood, Belcher, & House. Absent (1) Trustee Holmes. Motion passed.

ALISON KEY, Village Clerk

Approved by the Board of Trustees this _____

TIFFANY A. HENYARD, Mayor



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Village of Dolton
Special Meeting Board of Trustees
Virtual Meeting Via Zoom – Livestream on YouTube
Tuesday, February 22, 2022
6:30 PM

MINUTES

I. CALL TO ORDER OF THE MEETING –

Motion to appoint Trustee House as Mayor Pro Tem. Motion by Trustee Steave, Second Trustee Brown, Ayes (5) Trustee Brown, Belcher, Steave, Norwood, House. Absent (2) Mayor Henyard and Trustee Holmes. A quorum was established. Also Present: Attorney McGrath
Call to Order: Mayor Pro Tem House at 6:47 PM, Roll Call: Trustee Norwood, Belcher, Brown, Steave Absent (2) Mayor Henyard, Trustee Holmes

II. PLEDGE OF ALLEGIANCE – Mayor Pro Tem House

III. PRAYER – Mayor Pro Tem House

IV. GENERAL ANNOUCEMENTS –

Trustee Norwood, Steave, Belcher and Brown commented on the state of the Village of Dolton and resident concerns.

Clerk Key received objections on 2/22/22 to petitions that were filed in the office in December and will follow the directives of the legislative counsel.

Motion that Oldsen, Sterk, McGrath, Fraizer and Murphey’s Law Office be the Attorney of record for the Electoral Board. Motion by Mayor Pro Tem House, Second by Trustee Belcher Ayes (4) Trustee Steave, Brown, Belcher, Norwood, Absent (2) Mayor Henyard, Trustee Holmes

V. ORDER OF BUSINESS

- A. Discussion and possible approval to amend Ordinance No. 19-010 to change Board of Trustees meeting start time from 6:30 PM to 5:30 PM – **Mayor Henyard/Attorney Vasselli**
- B. Discussion and possible approval of Resolution 22- _____ appointing the membership of the Board of Fire and Police Commissions – **Mayor Henyard and Attorney Vasselli**
- C. Discussion and possible approval of Vista National Insurance Group, Inc. financial summary of the Village’s insurance renewals and employee benefits renewal recommendations – **Janice Johnson**

VI. MAYOR PRO TEM’S REPORT – Encourages residents to call the Board with any concerns regarding the Village of Dolton.

VII. CITIZENS ADDRESS – Media Center



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VIII. EXECUTIVE SESSION

- a. Employment
- b. Communications

IX. ADJOURNMENT – at 7:06 PM.

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ALISON KEY, Village Clerk

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TIFFANY A. HENYARD, Mayor



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**Village of Dolton
Special Meeting Board of Trustees
Virtual Meeting Via Zoom – Livestream on YouTube
Monday, March 7, 2022
6:30 PM**

MINUTES

1. **Call to Order/Roll Call** – Motion to appoint Trustee House as Mayor Pro Tem. Motion by Trustee Belcher, Second By Trustee Brown, Ayes (5) Trustee Steave, Norwood, Belcher, Brown, House. Absent (2) Mayor Henyard and Trustee Holmes. Motion passed. A quorum was established. Also Present: Attorney McGrath. Call to Order: Mayor Pro Tem House at 6:37 PM
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A reminder that our FOIA portal is now active and request should be submitted electronically. The Clerk's Office is experiencing some challenges with getting Department Heads to respond to request.
6. **Village Administrator's Report** - Absent
7. **Engineer's Report** - Absent
8. **Committee Reports**
 - Police** – Trustee Holmes - Absent
 - Melanie Fitness Center** – Trustee Brown – No reports were provided but is still over \$50,000 negative



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Jason House Brittney Norwood Edward Steave

Public Works – Trustee Steave – No report.

Fire – Trustee Belcher – Next meeting is Tuesday March 29, 2022

Youth – Trustee Norwood – This week is career week. Some of the Trustees will be going to Lincoln Elementary School to read books to the students. Bowling with the Trustees is March 16.

Finance – Trustee House – There hasn't been a finance meeting due to challenges regarding receiving accurate information, which is necessary to conduct a meeting.

9. Corporate Bills –

Have not been provided to the board. An e-mail was sent to the Mayor and Village Administrator. Motion to table: Motion by Mayor Pro Tem House and Second by Trustee Steave. Ayes (5) Trustee Steave, Norwood, Belcher, Brown, House, Absent (1) Trustee Holmes. Motion passed.

10. Old Business

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Trustee Belcher – This is unfair to the residents.
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Attempted to compromise with the Mayor, which has not been accepted. No motion.
- c. Discussion and possible approval of Vista National Insurance Group, Inc. financial summary of the Village's insurance renewals and employee benefits renewal recommendations – **Janice Johnson**
Motion to approve by Trustee Belcher, Second by Trustee Norwood. Ayes (5) Trustee Steave, Norwood, Belcher, Brown, & House. Absent (1) Trustee Holmes. Motion passed.
- d. Request Board authorize legislative file lawsuit regarding Mayoral Security Detail – **Trustee House**
Nothing in the budget for this service. Attempted to reconcile with the Mayor. There is 179% of overtime with two months remaining in the fiscal year. Motion by Mayor Pro Tem House, Second by Trustee Belcher. Ayes (5) Trustee Steave, Norwood, Belcher, Brown & House. Absent (1) Trustee Holmes. Motion passed.
- e. Discussion about residents being restricted from Social Media – **Trustee Norwood**
The Board does not agree with this action. Mayor Pro Tem House will reach out the Village Engineer. Motion to table by Mayor Pro Tem House, Second by Trustee Brown. Ayes (5) Trustee Steave, Norwood, Belcher, Brown, & House. Absent (1) Trustee Holmes. Motion passed.

11. New Business

- a. Discussion and approval of Resolution 22-___ for the Cook County Department of Transportation and Highways "Invest in Cook" Grant – **Mayor Henyard and Village Engineer Ron Smith**
Motion by Pro Tem House, Second by Trustee Brown. Ayes (5) Trustee Steave, Norwood, Belcher, Brown, House. Absent (1) Trustee Holmes. Motion passed.
- b. Discussion and approval of Resolution 22-___ for the Cook County Bureau of Economic Development Community Development Block Grant Program (CDBG) Capital Improvement – **Mayor Henyard and Village Engineer Ron Smith**



VILLAGE OF DOLTON

Tiffany A. Henyard.....Mayor
Alison Key..... Village Clerk

TRUSTEES

Kiana L. Belcher Tammie Brown Andrew Holmes
Jason House Brittney Norwood Edward Steave

Motion to move forward by Mayor Pro Tem House, Second by Trustee Brown. Ayes (5) Trustee Steave, Norwood, Belcher, Brown & House. Absent (1) Trustee Holmes. Motion passed.

- c. Discussion and approval of Resolution 22-___ for the Illinois Environmental Protection Agency (IEPA) Lead Water Service Line Replacement Project – **Mayor Henyard and Village Engineer Ron Smith**

Motion to table by Mayor Pro Tem House, Second by Trustee Brown. Ayes (5) Trustee Steave, Norwood, Belcher, Brown & House. Absent (1) Trustee Holmes, Motion passed.

12. **Mayor's Report** – Absent

13. **Citizens Address – General** – Media Center

14. **Executive Sessions for the following purposes:**

- a. 5 ILCS 120/2 (c)(1) – discussion regarding the appointment, employment, compensation, discipline, performance, or dismissal of specific employees
b. 5 ILCS 120/2 (c)(11) – discussion regarding pending or probable or imminent litigation

15. **Adjournment** – at 7:44 PM. Motion to adjourn by Trustee Brown, Second by Trustee Norwood. Ayes (5) Trustee Steave, Norwood, Belcher, Brown, & House. Absent (1) Trustee Holmes, Motion passed.

ALISON KEY, Village Clerk

Approved by the Board of Trustees this _____

TIFFANY A. HENYARD, Mayor

Section 11- a.

- a. Discussion for TIF Redevelopment for
300 West Sibley Economic
Development – Mayor Henyard and
Attorney Vasselli

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

THIS TAX INCREMENT FINANCE REDEVELOPMENT AGREEMENT (this “**Agreement**”) dated as of _____, 2022 (the “**Effective Date**”) by and between **THE VILLAGE OF DOLTON**, Cook County, Illinois, an Illinois municipal corporation and home rule unit of local government, (the “**Village**”), and **300 W. SIBLEY, LLC**, an Illinois limited liability company, (the “**Developer**”).

RECITALS

A. The Village is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois and is a “home rule unit” under Section 6 of Article VII of the 1970 Constitution.

B. As a unit of local government under the laws of the State of Illinois, the Village has the authority to promote the health, safety and welfare of the Village and its residents, to encourage private development to enhance the local tax base, create employment opportunities and to enter into contractual agreements with third parties to achieve these purposes.

C. Under the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended, (the “**Act**”), the Village adopted Ordinance Number 21-012 on August 30, 2021, establishing a tax increment financing (the “**TIF**”) district under the Act (collectively, the “**TIF Ordinance**”) and in connection therewith adopted the West Sibley Tax Increment Financing Redevelopment Plan and Project (the “**Redevelopment Plan**”) and designated a redevelopment project area (the “**Project Area**”) on land legally described in the Redevelopment Plan, and adopted tax increment financing for the Project Area by ordinances duly passed by the Corporate Authorities.

D. The Redevelopment Plan is designed to facilitate and encourage the redevelopment of the area consisting of approximately six and one-half (6.5) acres of land north of Sibley Boulevard, east and west of commercial properties, and South of the Little Calumet, as set forth in the Redevelopment Plan.

E. The Developer owns the real estate that is located at 300 West Sibley Boulevard in the Village of Dolton, Illinois and legally described in **Exhibit A**, which is attached and incorporated into this Agreement (the “**Property**”). The Property is located within the boundaries of the Project Area.

Section 11– b.

- b. Discussion and approval of Ordinance 22-_____ amending Ordinance No. 19-010 to the change Board of Trustees meeting start time from 6:30 pm to 5:30 pm – Mayor Henyard/Attorney Vasselli

VILLAGE OF DOLTON
COOK COUNTY, ILLINOIS

ORDINANCE NO. 22-

AN ORDINANCE AMENDING ORDINANCE NO. 19-010 - SECTION 1-6-5 OF THE
DOLTON VILLAGE CODE WITH RESPECT TO MEETINGS OF THE BOARD

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE
VILLAGE OF DOLTON, COOK COUNTY, ILLINOIS in the exercise of its home rule
authority as follows:

SECTION 1: Section 1-6-5(A) of the Dolton Village Code is hereby amended to
provide as follows:

Regular Meetings: The Village Board shall hold its regular meetings on the first
Monday of each month at 5:30 PM. The Village Board will hold a regular committee-of-the-
whole meeting on the third Monday of each month at 5:30 PM. Absent an emergency, an item
may not be placed on an agenda for Board approval without that item having first been
reviewed at a committee-of-the-whole meeting.

SECTION 2: Effective Date. This Ordinance shall be in full force and effect upon its
passage, approval, and publication as required by laws.

PASSED AND APPROVED THIS ____ DAY OF _____, 2021

TIFFANY HENYARD, Mayor

ATTEST:

ALISON KEY, Village Clerk

Ayes:
Nays:

Section 11 – c.

- c. Discussion and approval of Resolution 22-_____ for the Cook County Bureau of Economic Development Community Development Block Grant Program (CDBG) Project 2007-107 – Mayor Henryard and Village Engineer Ron Smith

THE VILLAGE OF DOLTON
COOK COUNTY, ILLINOIS

RESOLUTION NO. 22-

**A RESOLUTION AUTHORIZING AND APPROVING THE COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) 2007-107 SUBRECIPIENT
AGREEMENT**

Tiffany A. Henyard, Mayor
Alison Key, Clerk
Kiana L. Belcher, Trustee
Tammie Brown, Trustee
Andrew Holmes, Trustee
Jason M. House, Trustee
Brittney Norwood, Trustee
Edward Steave, Trustee

RESOLUTION NO. 22-

**A RESOLUTION AUTHORIZING AND APPROVING THE COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) 2007-107 SUBRECIPIENT
AGREEMENT**

NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and Village Board of Trustees of the Village of Dolton that the Mayor, Village Clerk, and Village Attorney are hereby directed and authorized to sign and submit the Community Development Block Grant (CDBG) 2007-107 Subrecipient Agreement, all understandings and assurances and to execute the Community Development Block Grant Program Year Subrecipient Agreement with the County of Cook, Illinois for Project Number 2007-107, a copy of which is on file at the Clerk's office.

BE IT FURTHER RESOLVED BY THE Mayor and Village Board of Trustees of the Village of Dolton that the Village Engineer is hereby directed and authorized to execute any and all additional documents necessary to carry out the Project Number 2007-107, Community Development Block Grant Program for the Village of Dolton.

PASSED this ___ day of _____, 2022.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Tiffany A. Henyard, Village President

ATTEST:

Alison Key, Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

CERTIFICATION

I, Alison Key, DO HEREBY CERTIFY that I am the duly qualified and elected Clerk of the Village of Dolton, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the Village of Dolton, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY that the foregoing is a full, true and correct copy of Resolution No. _____, "Authorizing execution of the subrecipient agreement project number 2007-107 for the County of Cook, Illinois' Community Development Block Grant ("CDBG") Program Year." Adopted and approved by the Mayor and Board of Trustees of the Village of Dolton, Illinois on March _____ 2022.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Dolton, Cook County, Illinois this _____ day of March 2022.

ALISON KEY
Village Clerk
Village of Dolton, Cook County, Illinois

**COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM
PROGRAM YEAR 2020
October 1, 2020 through September 30, 2021**



VILLAGE OF DOLTON

**CDBG PY 2020
SUBRECIPIENT AGREEMENT**

**PROJECT NUMBER:
2007-107**

**AWARD:
\$300,000**

**AWARDED TITLE:
Street Improvement: Village of Dolton Water Main Relocation**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made and entered into as of the first day of October 2020, by and between the COUNTY OF COOK Department of Planning and Development, a body politic of the State of Illinois, (hereinafter referred to as the "County"), and Village of Dolton, 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 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, 2020 through September 30, 2021, pursuant to said Act; and,

WHEREAS, the Cook County Department of Transportation and Highways (hereinafter referred to as "DOTH") receives a monthly allocation of Motor Fuel Tax (MFT) funds from the State of Illinois according to the provisions outlined in the MFT fund distribution statute, 35 ILCS 505/8; and

WHEREAS, the Subrecipient is advancing a roadway project and therefore eligible to be funded with MFT funds; and

[SUBRECIPIENTS TO CHECK THE APPLICABLE BOX]

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

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

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

WHEREAS, the Subrecipient is an Intergovernmental Agency and 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; or

WHEREAS, the Subrecipient is a Not-For-Profit Corporation and 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 **947534764** has elected to participate in the County's Community Development Block Grant ("CDBG") Program CFDA 14.218 under the aforesaid Act and accept a grant of MFT funds by way of the Cook County Department of Planning and Development; and the County has the right and authority under said Act to allocate a portion of its CDBG funds to the Subrecipient; and, the County has considered the application of the Subrecipient for funds for the purpose described in the Subrecipient's Project Summary (including any special provisions) attached hereto as Exhibit "E" which includes a detailed description of the work, and has approved the Project, a complete budget and schedule for completing the work within the required allocated time and within the Subrecipient's corporate or jurisdictional limits (hereinafter referred to as **2007-107**

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. Requirements for Construction.

- A. Construction Contract. The Subrecipient shall enter into a contract with a contractor to furnish all labor and materials needed to construct the Project. In awarding and administering the contract, the Subrecipient shall comply with all applicable Cook County, State and Federal laws and regulations. To the extent that any of the provisions of this section conflict with any Cook County, State or Federal law or regulation, said law or regulation shall control.
- B. Bid Documents. The Subrecipient shall prepare contract bid documents for the Project, which shall include the minimum qualifications, plans and specifications, special provisions, cost estimates and details regarding any pre-bid conference or site inspection and whether such pre-bid conference or site inspection is mandatory. The Subrecipient shall keep a record of all individuals who request bid documents. The Subrecipient shall notify all individuals recorded as having requested bid documents of any changes with respect to any pre-bid conference or site inspection no later than twenty-four (24) hours prior to the original scheduled date and no less than two (2) business days prior to any newly scheduled date.
- C. Bid Notice. After County approval, the Subrecipient shall publish a bid notice in the local newspaper at least fourteen (15) business days before the date for the submission of bids.
- D. Changes to Bids. No bid may be changed, amended or supplemented in any way after the date and time for submission of bids.
- E. Bid Opening. All bids shall be opened, and a record of such bids shall be made on the date and at the time and location as stated in the bid notice or as prescribed in an addendum issued by the Subrecipient. If it is determined that an error was made in the public reading of the bids, the Subrecipient shall notify all bidders of such error and reconvene the bid opening to correct the record as soon as reasonably possible.
- F. Bid Reissuance. If only one bid has been submitted, the Subrecipient shall determine whether to open the bid or return the bid to the bidder via certified mail and reissue the bid notice or use a different method to award the contract.
- G. Bid Tabulation. The Subrecipient shall review, evaluate and tabulate responsive bids. In determining the apparent low bid, the Subrecipient shall consider the responsibility of the bidder, including, but not limited to, the bidder's experience and past performance, financial capacity, staff qualifications, and the willingness and ability to meet time requirements.

- H. **Contract Execution.** The Subrecipient must receive County approval prior to awarding a construction contractor. After County approval, the Subrecipient shall forward a copy of the fully executed construction contract to the County not later than five (5) calendar days after the mandatory pre-construction meeting. County must receive a copy of the executed construction contract before the construction start date.
- I. **Pre-Construction Notices.** The Subrecipient shall provide not less than five (5) calendar days' advance written notice to the County prior to the pre-construction meeting for the Project and not less than seven (7) calendar days' advance written notice to the County prior to the start of construction of the Project.
- J. **Insurance.** The Subrecipient shall require that the construction contractor name the County as an additional insured under the contractor's general liability insurance policy.
- K. **Right of Inspection.** The County and its authorized agents shall have reasonable rights of inspection (including pre-final and final inspection) during construction of the Project. The Subrecipient shall work cooperatively with the County to address and resolve any concerns raised by the County with respect to construction of the Project.
- L. **Final Inspection Notice.** The Subrecipient shall provide no less than fourteen (14) calendar days' advance written notice to the County prior to final inspection of the Project.
- M. **Project Completion.** The Subrecipient shall provide all required project closeout documents to include Program required completion documents (Davis-Bacon, Certified Payrolls, Employee Interview Forms, Performance Reports, etc.), and payment documents (Invoices, Change Orders, Final Waiver of Liens, etc.)

3. 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. All activities funded with MFT funds must be for roadway projects and meet the MFT guidelines published by the Illinois Department of Transportation's Bureau of Local Roads and Streets.

4. 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.

5. Agreement to Undertake the Project.

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

6. Grant Award.

The County hereby agrees to make a grant for a sum not to exceed the budget amount identified in Exhibit E. The Subrecipient agrees to use said funds solely for the purpose of paying for 2007-107 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.**

7. 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 in compliance with 24 CFR 85.36(e). The construction shall be done by bonded contractors acceptable to the CDBG Program and must comply with the affirmative goal of using minority and women-owned businesses (MBE/WBE) which is currently set at 24% MBE and 10% WBE based upon the current County ordinance. 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.

8. **Compliance with Laws, Rules and Regulations; Performance Measurement Goals: and National Objectives**

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 23.**

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. **A final performance report** shall 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 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.**

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; and
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)).

9. 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 or agreement (including those for the procurement of supplies, equipment, construction or services) the performance of any work or transfer of any interest in real estate pertaining to this Agreement 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, agreement or transfer of real estate made and/or procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost thereunder.

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 shall it 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 18 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.

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

The County Planning and Development staff will undertake any required environmental reviews for the Project. Upon completion of any required environmental reviews, the County shall send the Subrecipient an "AUTHORIZATION TO INCUR GRANT COSTS." After issuance of the "AUTHORIZATION TO INCUR GRANT COSTS," the Subrecipient shall follow all applicable County procedures and requirements.

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, if applicable.

C. Upon receipt of a "Notice of Removal of Grant Conditions" from HUD, the County shall send the Subrecipient 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.

11. 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.

12. 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.

13. Copyright

If this Agreement results in any copyrightable material or inventions, the County 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.

14. Religious Activities

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

15. 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.

16. Time to Start Project; Time to Finish Project.

A. The Subrecipient understands and agrees that the Project 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, 2021.**

17. Records Maintenance.

A. The Subrecipient shall maintain during the term of this Agreement and for a period of five (5) years thereafter complete and adequate financial records, accounts and other records to support all Project 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 and MFT funds including its location and eligibility; a general ledger that supports the costs charged to the County; 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 its authorized representative(s) access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG and MFT 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.

18. Return of Funds and Accounts Receivables; Expiration of Project.

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;
- 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. The requirements of 24 CFR Section 570.503 (b)(3) that any program income derived from the use of CDBG funds (including any investments thereof) on hand at the end of the term of the Agreement shall be returned or repaid to the County.
- D. The remedies for noncompliance and provisions on termination in accordance with 24 CFR part 200, subpart D.
- E. The requirements of 24 CFR 570.503(b)(7), Reversion of Assets, as modified by 24 CFR 570.501(b). Specifically, the Subrecipient shall ensure that any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:
 - (1.) used to meet one of the National Objectives set forth in 24 CFR 570.208, as may be amended or redesignated, for at least five (5) years after the date that Subrecipient is no longer considered by HUD to be a part of the County's urban county; or
 - (2.) if any such real property is not used in accordance with subsection (1.) above, Subrecipient shall pay the County an amount equal to the current market value of the property, less any portion of the value attributable to the expenditures of CDBG Funds for the acquisition of, or improvement to, the property. No payment to the County is required after the period of time described in subsection (1.) above.

19. 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 23 of this Agreement including any of the actions set out therein.

20. 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 grant 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 grant requirements.

21. 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 or any contractor or subcontractor hired pursuant to 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 and MFT funds specified herein 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 18 of this Agreement shall not affect the liability of the Subrecipient for the repayment of the funds.**

22. 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, directors, agents, employees, consultants, contractors, subcontractors, suppliers or servants, 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.

23. 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 grant awards;
 - 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 and 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.

24. Notice.

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

TO THE COUNTY: Ms. Susan M. Campbell, Director
Department of Planning and Development
69 W. Washington, 29th Floor
Chicago, IL 60602

TO THE SUBRECIPIENT: Ms. Tiffany A. Henyard, Mayor
Village of Dolton
14122 Chicago Road
Dolton, IL 60419-1029

The Subrecipient agrees that the County will be consulted in the planning of any events related to the Project and provided reasonable notice regarding the timing of the events.

25. SIGNAGE

The Subrecipient shall prepare and erect appropriate signage to indicate the County's participation in the Project and the source of funds for the Project subject to the prior approval of the County. Whenever projects receive funding from HUD, signage shall be consistent with criteria established by HUD. In general, this requirement is anticipated to apply to capital improvement and residential development projects. The Subrecipient will ensure that signs are prepared according to the requirements and specifications for signage set forth in the Cook County Community Development Block Grant Program Procedures and Operations Guide. The Subrecipient shall include such requirements and specifications in any bid documents with contractors who shall prepare and erect all signage according to such specifications.

26. Effective Date; Close Out of Grant.

This Agreement shall be effective as of the first day of October, 2020, and shall continue in effect for all periods in which the Subrecipient has control over CDBG and MFT funds, and until this project is closed out in accord with grant closeout procedures established by the County. This Agreement shall be deemed expired when the County gives written notice that the grant is closed.

27. 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.

28. 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) Printed Name Date
County of Cook

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) Tiffany A. Henvard Date
Subrecipient Official (Printed Name)

TITLE: Mayor _____

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

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, if applicable:

- 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 Principals

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

If applicable to the Project, 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: _____ Tiffany A. Henyard _____
Subrecipient Official (Signature) Subrecipient Official (Printed Name) Date

TITLE: Mayor _____

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

Subrecipient Seal:



EXHIBIT E - PROJECT SUMMARY

2020 Program Year: October 1, 2020 through September 30, 2021

Planner Sylvia Parham

SUBRECIPIENT VILLAGE OF DOLTON

ADDRESS 14122 Chicago Road CITY Dolton ZIP 60419-1029

Keith Freeman (708) 201-3348 kfreeman@vodolton.org

PROGRAM MANAGER PHONE FAX E-MAIL

PROJNUM	IDIS No.	PROJECT TITLE
2007-107		Street Improvement: Village of Dolton Water Main Relocation

Account #:
9428225-580170.100

Eligibility Citation	Award Amount	Additional Amount	Total Budget Summary	Award Match	Match_Source_1
	\$300,000		\$300,000		
				Award Match2	Match_Source_2

SUMMARY PROJECT DESCRIPTION: Relocate Village of Dolton water main in support of CREATE WA11

Eligibility:

LMI

- Does Not Apply
- Area Benefit
- Limited Clientele

- Housing Activity
- Job Creation/Retention

Slum Blight

- Does Not Apply
- Area
- Spot

Is Acquisition Required?

- Yes
- No

Census Tracts	Block Groups	L/M Income %
826500	1	72.99%

NARRATIVE:

Awarded Location

Near intersection of Norfolk Southern Rail (NS) and Union Pacific rail lines, just south of 138th Street(See Map)13846 Lincoln Ave.

AWARDED Project Description

Relocate Village of Dolton water main in support of CREATE WA11

Note: The environmental review requirement must be cleared by the County in accordance with 24 CFR 58.22 prior to the incurrence of costs on activities that would limit the choice of reasonable alternatives. The County has no obligation to fund this Project until the County has cleared the environmental review requirement and issued an Authorization to Incur Grant Costs to the Subrecipient.

Specific Anticipated Accomplishments

This water main relocation is required so that the CREATE Dolton Interlocking project (WA11) can begin construction in September 2022 without further delays. WA11 in the Village of Dolton is a \$43 million project meant to increase train speeds for CSX and Norfolk Southern by modernizing track geometry in the area roughly bounded by 142nd St, 138th St, S Indiana Av, and Park Av. This area sees very heavy train volumes because it is immediately southeast of CSX's Barr Yard and IHB's Blue Island Yard. Several at-grade crossings will be improved by the project to be safer and more pedestrian friendly, in particular the crossing at S Indiana St and 142nd St. By speeding up trains through Dolton, crossings will be blocked for approximately half the time that they are now, greatly improving mobility for residents and reducing diesel emissions. The water main relocation is needed to tracks being repositioned as part of the project. WA11 is a regional priority rail project funded by Federal Railroad Administration (FRA), so the CDBG funding helps leverage a much larger federal investment.

Environmental Review	Amendment	Amendment Date	Planner
			Sylvia Parham

PROJECT COMPLETION SCHEDULE

Month 1 Received Authorization to Incur Grant Cost
Month 2 Submit plans and specifications to Cook County for approval
Month 3 Advertise bids Pre-Bid meeting
Month 4 Receive bids, public bid opening, bid review and award recommendation to Cook County Village approves construction contract and issues notice to proceed Project kickoff with Contractor, Village of Dolton, CSX and Cook County DOTD Pre-Construction meeting
Month 5 Preparation of removal of soil and watermain. Ongoing coordination meeting.
Month 6 Material Delivered to site. Ongoing coordination meeting.

PROJECT COMPLETION SCHEDULE

Month 7

Initial stage to relocate watermain. Ongoing coordination meeting.

Month 8

Finalize sections of watermain. Ongoing coordination meeting

Month 9

Quality control of new watermain installation. Final coordination meeting with Contractor, Village of Dolton, CSX and Cook County DOTD

Month 10

Month 11

Month 12

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
			\$0.00		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
No			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
TOTAL SALARIES:	\$0.00		\$0.00	\$0.00	\$0.00

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

LINE ITEM BUDGET

PROJECT ACTIVITY:

	CDBG Funds	Matching Funds	TOTAL
Capital Improvement	\$300,000.00		\$300,000.00
Single-Family Rehabilitation			\$0.00
Economic Development			\$0.00
Demolition/Clearance			\$0.00
Acquisition			\$0.00
Relocation			\$0.00
TOTAL PROJECT ACTIVITY:	\$300,000.00	\$0.00	\$300,000.00

Administration and Planning Grants include Fair Housing activities. Public Service Grants include Housing Counseling activities. Project Activity costs for these projects should be indicated below as Project Delivery costs.

PROJECT DELIVERY: (You are encouraged to use CDBG Funds for salaries only.)

	CDBG Funds	Matching Funds	TOTAL
Staff Salaries	\$0.00	\$0.00	\$0.00
Office Rent/Utilities			\$0.00
Postage			\$0.00
Printing (Rental Equipment)			\$0.00
Publication/Notices			\$0.00
Project Travel @ \$.545 per mile <u>OR</u> current IRS rate.			\$0.00
Other: _____			\$0.00
Other: _____			\$0.00

Professional Services: (Need to be Procured If using CDBG Funds.)

Architect			\$0.00
Engineering			\$0.00
Legal			\$0.00
Accounting (except Single Audit)			
Other: _____			\$0.00
Other: _____			\$0.00

TOTAL PROJECT DELIVERY:	\$0.00	\$0.00	\$0.00
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CDBG Grand Total	Match Grand Total	GRAND TOTAL ALL
\$300,000.00	\$0.00	\$300,000.00

**Cook County Department of Planning and Development
Community Development Block Grant (CDBG)**

Required Information to Satisfy the Federal Funding Accountability and Transparency Act (FFATA)

As a condition of your CDBG award, please complete the form below and bring it to your Subrecipient Agreement Workshop.

<hr/> Preparer Name	<hr/> Preparer Signature	<hr/> Date
<hr/> Village of Dolton		
<hr/> Subrecipient Name		

1) In your municipality or organization's preceding completed fiscal year, did your municipality or organization receive (A) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (B) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

<hr/>	<hr/> X
YES	NO

If you answered "yes" to question #1, please proceed to question #2 below.

2) Does the public have access to information about the compensation of the executives in your municipality or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986?

<hr/>	<hr/>
YES	NO

If you answered "no" to question #2, please complete the compensation information below.

Names and Total Compensation of Top 5 Employees

Name	Total Compensation
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Section 11 – d.

- d. Discussion and approval of Resolution 22-_____ for the Illinois Environmental Protection Agency (IEPA) Lead Water Service Line Replacement Project – Mayor Henyard and Village Engineer Ron Smith



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Illinois Public Water Supply Loan Program (PWSLP) Loan Application

For IEPA's use:
Loan Number: L17
Date Received:

The Loan Application, plus all accompanying materials, should be submitted to the attention of your Project Manager at the address below prior to bidding the project and should reflect the latest pre-bid estimated project costs. Biddable plans and specifications, accompanied by the IEPA Certification of Plans and Specifications, may be submitted with this package or submitted separately prior to bidding the project.

Mail three copies of the Loan Application and two copies of all applicable attachments (page 9) to the attention of your Project Manager at:

Illinois Environmental Protection Agency
Bureau of Water, Infrastructure Financial Assistance Section
1021 North Grand Avenue East
PO Box 19276
Springfield, IL 62794-9276

Please use the guide below to ensure you are including all required materials in your submittal to IEPA.

- Loan Applicant and Project Information – Pages 1 - 6
- Comprehensive financial projections, including historical information for the last three (3) years and projections for the next five (5) years, starting with the current fiscal year (8 years total). Instructions on page 7.
- All required/applicable attachments – detailed listing on page 9

Appendix: Ensure you have filled in all boxes and included your signature wherever requested.

- Amount and source of any local funds to be used for project (Pg. 1)
- Intent Regarding National Flood Insurance (Pg. 2)
- Certification Regarding Project Site, Rights - of - Way, Easements and Permits (Pg. 3)
- Taxpayer Identification Number (Pg. 4)
- Executive Compensation Data (5 Officer Form) (Pg. 5)
- Authorization of a Loan Applicant's Authorized Representative (Pg. 6)
- Certification of Information on All Previous Pages (Pg. 7), including
 - Debarment, Suspension and Other Responsibility Matters (Pg. 2)
 - Use of American Iron and Steel Products (Pg. 3)

Refer to Loan Application Instructions for additional information. Questions? Please contact us:

General questions: Your Project Manager or Heidi.Allen@Illinois.gov
Financial questions: Jacob.Poeschel@Illinois.gov
Legal questions: Stephanie.Flowers@Illinois.gov



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Illinois Public Water Supply Loan Program (PWSLP) Loan Application

For IEPA's use:
Loan Number: L17
Date Received:

APPLICANT INFORMATION

Applicant Name: Village of Dolton

Applicant Address: 14122 Martin Luther King Jr. Drive

City: Dolton Zip+4: 60419 County: Cook

Mailing Address (if different):

City: Zip+4: County:

Applicant type: Municipal County Cooperative Private Other

If Other, enter type here

Public Water System Number IL0310690

Public Water System Name Village of Dolton

Data Universal Number System (DUNS) Number

U.S. Congressional District(s) 2

Illinois Representative District 38 Illinois Senate District 19

PROJECT INFORMATION

Project Title: Village of Dolton Lead Service Line Replacement

Project Address: Village wide

City: Dolton Zip+4: County: Cook

County or Counties Served by Project:

U.S. Congressional District(s): 2 Same as applicant

Illinois Representative District: 29 Illinois Senate District: 15

Is this a multi-phased project? Yes No

If yes, include previous loan number: L17

CONTACT INFORMATION

Loan Applicant's Authorized Representative (please refer to application instructions)

Name: Tiffany A. Henyard

Title: Mayor

Phone: (708) 849-4000 Cell Office

Email: _____

Project Engineer

Name: Jonathan Flowers

Firm: Robinson Engineering, Ltd.

Address: 127 N. Walnut #200
Itasca, IL 60143

Phone: (815) 412-2015 Cell Office

Email: jflowers@reltd.com

Attorney

Name: _____

Firm: _____

Address: _____

Phone: _____ Cell Office

Email: _____

Finance Director

Name: _____

Firm: _____

Address: _____

Phone: _____ Cell Office

Email: _____

Other (describe role) _____

Name: _____

Firm: _____

Address: _____

Phone: _____ Cell Office

Email: _____

4. List any other proposed sources of funding in addition to the PWSLP request

Source	Amount	Applied for	Approved	Received
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

LOAN REPAYMENT PERIOD AND PLEDGED REVENUES

5. Pledged revenues. Federal and state law requires that a specific source(s) of revenue be dedicated and pledged to make the loan repayments. Provide a description of the source(s) of revenue pledged to repay the proposed financing agreement (e.g., system revenues, sales taxes, property taxes) and method used to secure collection. Please ensure that the Ordinance Authorizing Debt to be Incurred names the same pledged revenues as the source of repayment proposed in the comprehensive 5-year financial projections requested in Question 19.

The Village intends to utilize the IEPA Lead Service Line Principal Forgiveness and Environmental Impact Discount Rate. Under the current loan terms, the Village is eligible for \$4,000,000 of loan forgiveness for each year of this five year project.

6. Loan repayment period requested 20 years

SYSTEM INFORMATION

7. Active service connections. Not applicable

Connection Type	Number of Connections	Current Monthly User Charge	Projected Monthly User Charge
Residential			
Commercial			
Industrial			
Other			
Total			

8. User charges. Please provide the following dates:

When did current user charges go into effect? _____

What is the effective date for the projected monthly user charges? _____

14. Planned debt issuance. Please describe current plans for debt issuance over the next three years for the public water supply system. Include any authorized debt which is not project-related. Indicate whether the debt will be parity or subordinate to PWSLP financing, if known, and the anticipated revenue source for repayment.

--

15. Current bond ratings (if available)

	Standard & Poor's	Moody's	Fitch
G.O.			
Revenue			

PROPERTY TAX INFORMATION

Complete only if General Obligation bond is pledged to repay the loan.

16. Property tax information. Provide valuation and collection data for the most recent three years.

Year _____

Assessed Value of Property _____

Market Value of Property _____

Property Tax Revenues Levied _____

Property Taxes Collected _____

Property Tax Collection Rate _____

SALES TAX INFORMATION

Complete only if sales taxes are pledged to repay the loan

17. Sales tax collection data. Please complete for the most recent twelve (12) months.

Month/Year	Amount Collected	Month/Year	Amount Collected

FINANCIAL PROJECTIONS

ALL applicants must complete the following.

18. Start of system fiscal year May 1, 2021

19. Submit a comprehensive five (5) year financial projection demonstrating that the dedicated source(s) of revenue is sufficient to cover the PWSLP debt service costs. Projections must begin with the current fiscal year. Historical information for the last three (3) years must be provided and must tie to information in audited financial statements. A sample worksheet in Microsoft Excel can be found at www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/guidance/Pages. You may add rows to the worksheet to demonstrate additional sources of revenues or expenditures.

If you wish to submit projections using your own worksheets, ensure that they include the following:

- Revenues and expenses, including operations and maintenance expenses, from the previous three (3) years and projections for the next five (5) years, starting with the current fiscal year (8 years total).
- Projected revenues for the dedicated source of revenues to be used for repaying the PWSLP loan.
 - If system revenues will be pledged for the loan, ensure the revenues include all applicable service revenues. Ensure that any anticipated rate increases are included.
 - If another source of revenues will be pledged for the loan (e.g., property taxes, sales taxes, special assessments), demonstrate that sufficient revenues will be raised and transferred to the water fund for the purposes for repaying the IEPA loan.
 - If revenues are insufficient, the applicant will be asked to raise rates or find other capital to infuse into the system.
- Projected expenses. If system revenues will be pledged, ensure that the budget includes operations, maintenance, and replacement reserves, as well as current and future debt costs.
- Ensure the new amount available for repayment of the SRF loan is included.
- If applicant is a private entity, use Federal tax returns for the previous three (3) years.
- Refer to the IEPA PWSLP Loan Application and Approval Process for additional clarification.

20. Provide a written narrative detailing the major assumptions used in arriving at the current and proposed projections (e.g. additional customers, rate increases, other revenues, changes in operations and maintenance costs, and debt service). If rate increases are anticipated, explain when those will go into effect, and what the revised rates will be. Any variances greater than 10% from year to year must be explained. Attach additional pages if needed.

A large, empty rectangular box with a thin black border, intended for the applicant to provide a written narrative detailing major assumptions used in arriving at current and proposed projections. The box is currently blank.

ATTACHMENTS

- Item Attached?** Complete and submit the following attachments. Please check the box next to each item to confirm that the item is attached to your application.
- Audited financial statements. Please provide the most recent audited financial statement. If posted online at the entity's website or the State Comptroller's Local Government Warehouse (<http://warehouse.illinoiscomptroller.com>), provide links. IEPA may request additional audit reports. If applicant is a private entity, submit Federal tax returns.
 - Single Audit report. If a Single Audit has been completed within the last 3 years, provide the most recent one. If posted online, provide links.
 - Projected revenues, expenses and debt coverage for pledged revenue. Provide 5 year projected revenues, beginning with the current fiscal year. See #19 above for guidance. The projections must show that there are sufficient revenues to offset relevant costs and SRF debt service. See the IEPA PWSLP Financial Capability Review Criteria instructions for additional information.
 - If any other entities are substantially benefiting (more than 5%) from the project, provide copies of applicable service agreement(s) with these beneficiaries.
 - Amortization schedules for all debt obligations listed in #13.
 - Copy of a certified ordinance (bond ordinance) authorizing the debt to be incurred and identifying a dedicated source of repayment. Required for publicly owned entities. Sample ordinances can be found at www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/guidance/Pages. The applicant may use an ordinance developed by its bond counsel. Refer to the Loan Application and Approval Process for more information on this requirement, and for requirements for nonpublic applicants. If an applicant is not using the IEPA sample ordinance, it is highly encouraged to submit the draft ordinance for pre-approval to Stephanie Flowers at Stephanie.Flowers@illinois.gov to avoid delays in loan closing. Please ensure that the ordinance authorizing debt to be incurred names the same pledged revenues as the source of repayment that is proposed in the comprehensive 5-year financial projections requested in #19.
 - Water rate ordinances defining user charges. Alternatively, provide the website address.
 - Signed tax certificate and agreement (www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/Pages/state-revolving-fund-forms.aspx).
 - Corporate resolution to apply, borrow, and to grant security (required for corporations).
 - Federal non-profit certification (required for non-profit applicants).
 - If the system is involved in a lawsuit or pending litigation that is in excess of \$10,000, attach a statement from the system's attorney describing the situation.
 - Loan program certifications and related forms (Appendix). The applicant must agree to the loan certifications and related forms listed in the appendix starting on the next page.

APPENDIX: LOAN PROGRAM CERTIFICATIONS

Loan Applicant's Authorized Representative shall complete and sign in all areas indicated.

- The loan applicant hereby agrees to pay all project costs not covered by the loan. If the project costs provided by the applicant exceed the lesser of 5% of the total project cost or \$100,000, please provide the following information:

Amount to be provided by applicant: _____

Source of funds: _____

- The loan applicant hereby certifies that it has analyzed the costs and the financial impacts of the proposed project and that it has the legal, institutional, managerial and financial capability to insure adequate building, operation, maintenance and replacement of the treatment works project.
- The loan applicant hereby certifies that no unlawful or corrupt practice has taken place in the planning or design of the proposed project.
- The loan applicant hereby certifies that it has complied with all applicable State and Federal statutory and regulatory requirements in regard to the proposed project.
- The loan applicant hereby certifies that it is not barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

The prospective participant to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

INTENT REGARDING NATIONAL FLOOD INSURANCE

Entity: The Village of Dolton

Loan Number: L17

- Whereas application provisions for loans from the Public Water Supply Loan Program require compliance with the National Flood Insurance Act 1968, as amended, and
- Whereas the costs of securing and maintaining flood insurance are eligible for loan participation during the approved construction period, and
- Whereas failure to secure flood insurance for eligible construction located in designated flood hazard areas will cause this construction to become ineligible for loan funds:
- Now therefore, be it resolved that the Village of Dolton will cooperate and coordinate with the National Flood Insurance Program to acquire and maintain any flood insurance made available for Project L17 for the entire useful life of the insurable construction pursuant to the Flood Insurance Act of 1968, as amended, and that it will secure said flood insurance for each insurable structure, as soon as said insurance is available and will notify the Illinois Environmental Protection Agency in writing that the National Flood Insurance requirement has been satisfied.

CERTIFICATION REGARDING PROJECT SITE, RIGHTS-OF-WAY, EASEMENTS AND PERMITS

1. The applicant has investigated and ascertained the location of the site or sites, rights-of-way and easements being provided for the facilities in its application for loan assistance. In my opinion, the applicant has a sufficient legal interest in the said site or sites, rights-of-way and easements to permit the building of such facilities thereon and to permit the operation and maintenance of such facilities thereon during the estimated life of the facility by the applicant after the completion of construction.
2. The loan applicant has complied with the provisions of 49 CFR 24 as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (42 USC 4601 et seq.).
3. The loan applicant has obtained all the necessary permits as indicated below:

Type of Permit	Permit Number	Date Issued
Army Corps of Eng. 404		
IL Dept. of Trans.		
County Highway		
Other		

LOAN APPLICANT ACKNOWLEDGEMENT OF THE USE OF AMERICAN IRON AND STEEL PRODUCTS REQUIREMENT

1. I am aware that all iron and steel products used for this project must be produced in the United States per Federal appropriations;
2. I understand the term "iron and steel products" refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete and construction materials;
3. I am aware that loan recipients must be able to verify that products used in their State Revolving Fund (SRF) projects comply with the AIS requirements;
4. I am aware that this requirement applies to all portions of the project.

Information regarding the American Iron and Steel Requirements is available on IEPA's website, www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/guidance/Pages, or by calling the Infrastructure Financial Assistance Section at (217) 782-2027.

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
 - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Village of Dolton

Business Name: Village of Dolton

Taxpayer Identification Number:

Social Security Number: _____

or

Employer Identification Number: _____

Legal Status (check one):

- | | |
|---|--|
| <input type="radio"/> Individual | <input checked="" type="radio"/> Governmental |
| <input type="radio"/> Sole Proprietor | <input type="radio"/> Nonresident alien |
| <input type="radio"/> Partnership | <input type="radio"/> Estate or trust |
| <input type="radio"/> Legal Services Corporation | <input type="radio"/> Pharmacy (Non-Corp.) |
| <input type="radio"/> Tax-exempt | <input type="radio"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="radio"/> Corporation providing or billing medical and/or health care services | Limited Liability Company |
| <input type="radio"/> Corporation NOT providing or billing medical and/or health care services | (select applicable tax classification): |
| | <input type="radio"/> D = disregarded entity |
| | <input type="radio"/> C = corporation |
| | <input type="radio"/> P = partnership |

Signature: _____

Date: _____

EXECUTIVE COMPENSATION DATA (5 OFFICER FORM)

DUNS number: _____

CCR/Cage Number: _____

Loan Recipient Name: Village of Dolton

Name of Project: Village of Dolton Lead Service Line Replacement

Federal Reporting Contact Information:

Name: Tiffany Henyard

Phone: (708) 849-4000

Email: _____

Requirements to report five most highly compensated officers:

When all three of the following conditions are met in the previous fiscal year, you must report the five most highly compensated officers of the entity.

1. The recipient received 80 percent or more of its annual gross revenues in Federal awards, and
2. The recipient received \$25,000,000 or more in annual gross revenue from Federal awards, and
3. The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 U.S.C. §6104).

Check either box A or B below and complete the requested information.

A. I certify that in the preceding fiscal year, 2021, Village of Dolton
 (Fiscal year) (Loan recipient name)

- 1. **DID NOT** receive 80 percent or more of its annual gross revenues in Federal awards, or
- 2. **DID NOT** receive \$25,000,000 or more in annual gross revenue from Federal awards, or
- 3. The public **DOES** have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 U.S.C. §6104).

And is therefore not required to report the names and compensation of the five most highly compensated officers.

 Signature Title Date

B. The five most highly compensated officers of _____ are:

Name	Compensation Amount ¹

¹ Compensation includes: (1) Salary and bonus. (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R. (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees. (4) Change in present value of defined benefit and actuarial pension plans. (5) Above-market earnings on deferred compensation that is not tax-qualified. (6) Other compensation. For example: severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

AUTHORIZATION OF A LOAN APPLICANT'S AUTHORIZED REPRESENTATIVE
TO SIGN PWSLP LOAN APPLICATION DOCUMENTS

Resolved by the Board of Trustees (Government Body, e.g. City Council)

of the Village (Place Type, e.g. City)

of Dolton (Place Name)

Name of Authorized Representative (optional): Tiffany Henyard

Title of Authorized Representative: Mayor

Whereas, application provisions for loans from the Public Water Supply Loan Program require that the Village of Dolton authorize a representative to sign the loan application forms and supporting documents; therefore, be it resolved by the Board of Trustees of the Village of Dolton that Mayor Tiffany Henyard is hereby authorized to sign all loan application forms and documents.

Resolved this _____ day of _____, 2022 .

Signature

Date

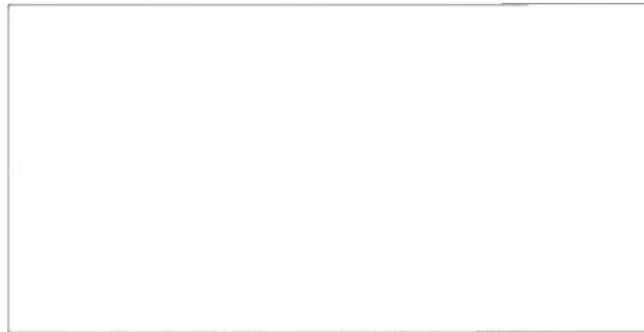
Tiffany Henyard

Mayor

Printed Name

Title

Certified to be a true and accurate copy, passed and adopted on the above date.



Signature & Stamp/Seal of Notary Public

CERTIFICATION OF INFORMATION ON ALL PREVIOUS PAGES
BY LOAN APPLICANT'S AUTHORIZED REPRESENTATIVE

I, Tiffany Henyard, hereby verify that the above information is, to the best of my knowledge, true and correct.

Signature of Authorized Representative	Date
Tiffany Henyard	Mayor
Printed Name	Title
Attested by Municipality Official or Notary	
<div style="border: 1px solid black; width: 40%; margin: 0 auto; height: 150px;"></div>	
Signature & Stamp/Seal	