



240 S. Route 59
Bartlett, Illinois 60103

Meeting of Township Board
August 3, 2010
7:00 PM

A G E N D A

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call
- IV. Town Hall (Public Comments)
- V. Supervisor's Report
- VI. Clerk's Report
 - A. Approve Regular Meeting Minutes of July 20, 2010
 - B. Approve Executive Session Minutes of July 20, 2010
- VII. Highway Commissioner's Report
- VIII. Assessor's Report
- IX. Trustee Liaisons' Committee Reports
- X. Treasurer's Report
- XI. Bill Paying
- XII. Unfinished Business
- XIII. New Business
 - A. Resolution Authorizing Community Development Block Grant Program Sub-recipient Agreement (Astor Avenue consolidated project)
 - B. Authorization of Age Option Grant
 - C. Resolution Authorizing Window Replacement Agreement
- XIV. Executive Session
- XV. Workshop – Emergency Services Update
- XVI. Other Business
- XVII. Adjournment

MISSION STATEMENT

**Hanover Township is committed to providing an array of quality, cost effective, community based services;
and to acting as a dynamic and responsive organization that delivers services
in a responsible and respectful manner.**

Hanover Township
Board Audit Report
From 7/21/10 to 8/3/10

Total Town Fund	55,358.33
Total Senior Center	12,104.41
Total Welfare Services	430.69
Total Road and Bridge	4,725.65
Total Mental Health Board	71,419.51
Total Retirement	
Total Vehicle	
Total Capital	5,798.00
Total All Funds	<u><u>149,836.59</u></u>

The above has been approved for payment this 3rd day of August 2010

Supervisor

Town Clerk

Trustee

Trustee

Trustee

Trustee

2007 PROGRAM YEAR
OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2008

SUBRECIPIENT



AGREEMENT

SUBRECIPIENT: Town of Hanover

PROJECT #: 07-009

FOR :

PROJECT TITLE : Revised Project: Rehabilitation of existing Township Food Pantry

GRANT AMOUNT : \$275,000.00

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT
REVISED - PROGRAM YEAR 2007

THIS AGREEMENT, made and entered into effective as of the ___ day of _____ 2010, by the **Town of Hanover** and between the COUNTY OF COOK, a body politic of the State of Illinois, (hereinafter referred to as the "County"), and the either an Illinois governmental entity or an Illinois Not-For-Profit Corporation, (hereinafter referred to as the "Subrecipient").

WITNESSETH:

WHEREAS, the County is a home rule unit pursuant to the 1970 Illinois Constitution, Article VII, Section 6 and has been designated as an "Urban County" by the United States Department of Housing and Urban Development ("HUD") under the provisions of the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act"), and the County will receive an entitlement of funds during the period of October 1, 2007 through September 30, 2008, pursuant to said Act; and,

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

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

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

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

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

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

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

WHEREAS, the Subrecipient has elected to participate in the County's Community Development Block Grant ("CDBG") Program under the aforesaid Act and the County has the right and authority under said Act to allocate a portion of its funds to the Subrecipient; and, the County has considered the application of the Subrecipient for funds for the following purpose (including any special provisions) and has approved the Project as described in the Subrecipient's Project Summary, attached hereto as Exhibit "C" which includes a detailed description of the work, a complete budget and scheduled for completing the work within the required allocated time and within its corporate or jurisdictional limits (hereinafter referred to as **07-009**).

NOW THEREFORE, the parties do hereby agree as follows:

1. Recitals.

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

2. Exhibits and Attachments.

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

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

The execution of this Agreement by the Subrecipient is agreement that it understands that it is complying with and that it will continue to comply with the certifications and assurances contained in Exhibits A, B, and 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 Manual of Administrative Procedures, 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 or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activities carried out under this Agreement will meet one of the aforementioned national objectives.

3. Administrative Regulations and Compliance.

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

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

4. Agreement to Undertake the Project.

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

5. Grant Award.

The County hereby agrees to make a grant in a sum not to exceed **\$275,000.00**. The Subrecipient agrees to abide by the Act and to use said funds solely for the purpose of paying for **07-009** in accordance with the approved Project Summary (Exhibit C). **NO FUNDS MAY BE OBLIGATED PRIOR TO THE ISSUANCE BY THE COUNTY OF THE NOTICE TO PROCEED.**

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

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

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

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

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.

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 and that their performance and progress will be measured to that end. The annual performance reports will be due to the County no later than the close of business September 1, 2010. The subrecipients may draw reimbursement only up to 75% of the approved amount until the performance reports are submitted. **The Subrecipient will forfeit the remaining 25% of the approved amount in the event that the performance reports are not submitted by September 1, 2010.** The subrecipient understands and agrees that the failure to submit timely performance reports will place future CDBG funding request in jeopardy. **The County reserves the right to deny request for future funding, in part or in whole, on the failure to comply with the stated rules and regulations.**

8. Conflict of Interest.

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

1. have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in real estate or the receipt of any program benefits;

2. represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work pertaining to the Agreement;

3. take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.

Any contract made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract. The purpose of this clause is to avoid even the appearance of a conflict of interest.

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 minute books 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.

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 in all contracts or subcontracts entered into Pursuant to this Agreement.

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

F. For the purpose of this paragraph, pursuant to 24 CFR Section 570.611(b), these conflict of interest provisions apply 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.

G. 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).

H. 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 tot he services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as the Subrecipient is an independent contractor.

9. Procedures After Executing the Agreement; Notice to Proceed.

After the execution of this Agreement, the County and the Subrecipient shall adhere to the following schedule:

- A. The County Planning and Development staff will undertake the required environmental review for the project.
- B. Upon completion of the environmental review, the County shall assume the responsibility for obtaining the "removal of grant conditions" pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974, as amended.
- C. Upon receipt of a "Notice of Removal of Grant Conditions" from HUD, the County shall send the Subrecipient, by first class, prepaid mail, a "NOTICE TO PROCEED".
- D. After issuance of the "NOTICE TO PROCEED", the Subrecipient shall follow all procedures set out in the Cook County Community Development Block Grant Program Manual of Administrative Procedures, and, where necessary, the handbooks set out in section 2.B. of this Agreement.

10. Lobbying:

The Subrecipient hereby certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; and
- C. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

D. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, Submission of this certification is a prerequisite for making or entering into this transaction 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.

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 ct seq).

11. Copyright

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

12. 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 workshop, religious instruction or proselytization.

13. 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.

14. Time to Start Project; Time to Finish Project.

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

B. The Subrecipient represents to the County that the aforesaid project shall be completed within twelve (12) months from the receipt of the "Notice to Proceed" 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 Notice to Proceed; however, the Subrecipient understands and agrees that it is to make efforts to actually expend all funds before the end of the Project Year for this award on September 30, 2010.**

15. Records Maintenance.

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

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

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

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

17. 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 to 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 or suspension of funds, or termination or suspension of this Agreement in whole or in part at the discretion of the County pursuant to paragraph 17 of this Agreement including any of the actions set out therein.

18. Blank Forms and Documents.

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

19. Obligation for Costs and Future Projects.

A. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for payment of amounts expended by the Subrecipient in excess of the grant funds awarded under this Agreement. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for the performance of any obligations undertaken or costs incurred by the Subrecipient, participants in a program funded under this Agreement or

contractor hired pursuant to a program funded under this Agreement. The allocation of funds under this Agreement shall in no way obligate the County to operate or construct any project provided for under the provisions of this Agreement. No County funds other than the amount of CDBG funds specified herein and received from HUD by the County shall be disbursed to the Subrecipient pursuant to this Agreement.

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

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

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

20. Indemnification.

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

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

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

21. Suspension or Termination of Agreement.

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

1. has not complied with or is not complying with;
2. has failed to perform or is failing to perform; or
3. is in default under any of the provisions of the Agreement whether due to failure or inability to perform or any other cause whatsoever; the County, after notification to the Subrecipient by written notice of said non-compliance or default and failure by the Subrecipient to correct said violations within ten (10) business days, may:
 - a. suspend or terminate this Agreement in whole or in part by written notice, and/or:
 - b. demand refund of any funds disbursed to Subrecipient;
 - c. deduct any refunds or repayments from any funds obligated to, but not expended by the Subrecipient whether from this or any other project;

- d. temporarily withhold cash payments pending correction of deficiencies by the Subrecipient or more severe enforcement action by the County;
- e. disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- f. withhold further awards for the program;
- g. take other remedies legally available; or
- h. take appropriate legal action.

B. The County may send written notice suspending, effective immediately, the performance of the work under this Agreement, if it determines in its sole discretion, that it is necessary for the efficiency of the Program or to safeguard the Program. The Subrecipient may be given up to ten (10) business days to come into compliance; provided, however, the County may also take any of the actions listed subparagraph A. hereof.

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 C hereto. The County may also take any of the actions listed in subparagraph A. of this paragraph; provided, however, that said actions may be taken effective immediately rather than upon ten (10) days written notice.

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

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

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

22. Notice.

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

TO THE COUNTY:	Mr. William Moore, Bureau Chief Bureau of Community Development 69 W. Washington, 29th Floor Chicago, IL 60602
TO THE SUBRECIPIENT:	The Honorable Michael E. Kelly, Supervisor Town of Hanover 250 S. RTE 59 Bartlett, IL 60103-1648

23. SIGNAGE

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

24. Effective Date; Close Out of Grant.

This Agreement shall be effective as of the ____ day of _____, 2010, and shall continue in effect for all periods in which the Subrecipient has control over CDBG funds including Program Income, and until this project is closed out in accord with grant closeout procedures established by the County. For the purpose of this Agreement and applicable Federal rules and regulations, this Agreement shall be deemed expired when the County gives written notice that the grant is closed.

[THE REMAINDER OF THIS PAGE PURPOSEFULLY LEFT BLANK.]

COUNTY OF COOK:

BY: _____
Director of Planning and Development (Signature)
County of Cook

Printed Name

Attest: _____
Cook County Clerk (Signature)

Printed Name

County Seal:

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

Printed Name

SUBRECIPIENT:

BY: _____
Subrecipient Official (Signature)

Subrecipient Official (Printed Name)

TITLE: _____

ATTEST: _____
Subrecipient Clerk/Secretary (Signature)

Subrecipient Clerk/Secretary (Printed Name)

Subrecipient Seal:

Approved as to Form: _____
Subrecipient Attorney (Signature)

Subrecipient Clerk/Secretary (Printed Name)

ATTACH: Exhibits
Resolution

EXHIBIT A

EQUAL EMPLOYMENT OPPORTUNITY
CERTIFICATION

EXHIBIT A

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM COUNTY OF COOK

The signatory to this Agreement to which this Exhibit A is attached understands and agrees that it is a Subrecipient of the County of Cook, Illinois (the "County") in conjunction with the County's Community Development Block Grant Program 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 Department of Housing and Urban Development ("HUD"), or against any applicant for such employment, because of race, color, religion, sex, age, ancestry, marital status, handicap, unfavorable discharge from military service, or national origin, 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; or 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 further agrees to the following:

1. 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. It will also comply with Chapter 4 of the Community Development Block Grant Administrative Manual with regard to Community Development assisted construction contracts;

2. 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 Subrecipient 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;

3. It will assist and cooperate actively with the County and the 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 HUD and the County;

4. It will furnish the County and HUD such information as they may require for the supervision of such compliance, and will otherwise assist the County and HUD in the discharge of primary responsibility for securing compliance;

5. It will enforce the 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;

6. 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, may take any of the actions set out of the actions in the agreement or may refer the case to HUD for appropriate legal proceedings.

7. It will comply with the provisions of the Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).

8. It will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135, as amended from time to time.

9. It will comply with the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.)

EXHIBIT B

ASSURANCES

EXHIBIT B -- ASSURANCES

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

- A. It possesses legal authority to make a grant submission and to execute a community development and housing program.
- B. Prior to submission of its application to Cook County, the Subrecipient followed a detailed citizen participation plan which meets citizen participation requirements under 24 CFR Section 91.105, prepared its final statement of community development objectives and projected use of funds, and made the application available to the public, as required by 24 CFR Section 91.105.
- C. It has developed a housing and community development plan, for the period specified by the County, that identifies community development and housing needs and specifies both short- and long-term community development objectives that provided decent housing and expand economic opportunities primarily for persons of low and moderate income and that have been developed in accordance with the primary objective and requirements of the Housing and Community Development Act of 1974 as amended.
- D.
 - 1. It is following the current Comprehensive Consolidated Plan (CCP) which has been prepared by the County and approved by HUD pursuant to 24 CFR Part 91 and which meets the requirements of Section 104(c)(1) of the Housing and Community Development Act of 1974, as amended, and that any housing activities to be assisted with CDBG funds be consistent with the CCP;
 - 2. It is following the current CCP which has been prepared by the County and approved by HUD in accordance with Section 105 of the Cranston-Gonzalez National Affordable Housing Act.
- E. It has developed its Program so as to give maximum feasible priority to activities which benefit low-and-moderate-income persons or aids in the prevention or elimination of slums or blight.
- F. It will minimize displacement of persons as a result of activities assisted with federal funds for this federally-assisted program.
- G. It will not attempt to recover any capital costs of public improvements assisted in whole or part under Section 106 or with amounts resulting from a guarantee under Section 108 of the Housing and Community Development Act of 1974, as

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

- H. Its chief executive officer, chief elected official, or other officer of the Subrecipient approved by the County is authorized and consents on behalf of the Subrecipient and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of the requirements of such Act and regulations.
- I. The grant will be conducted and administered in compliance with the following requirements:

1. The Subrecipient in its municipal operations and in the administration of this Agreement will affirmatively further fair housing;
2.
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000(d)), as amended, and implementing regulations issued at 24 CFR Part 1, as amended; and
 - b. The Fair Housing Act (18 U.S.C. Sections 3601-3619) and implementing regulations, as amended;
3. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations, if any;
4. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto, as amended;
5. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations, if any;
6. Executive Order 11246, as amended by Executive Order 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60, as amended;
7. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107, as amended;

8. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations issued at 24 CFR Part 8, as amended;
9. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
10. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, as required under Section 570.606(b) and Federal implementing regulations at 49 CFR; it has in place a plan and is following the requirements in Section 570.606(c) governing the residential antidisplacement and relocation assistance plan required under Section 104(d) of the Act (including a certification that the Subrecipient is following such a plan); the relocations requirements of Section 570.606(c) governing displacement subject to Section 104(k) of the Act; and the relocation requirements of Section 570.606(d) governing optional relocation assistance under Section 105(a)(11) in connection with any activity assisted with funding under the CDBG Program;
11. The labor standards requirements as set forth in 24 CFR Section 570.603, Subpart K and HUD regulations issued to implement such requirements, as amended; including but not limited to Davis-Bacon (40 USC 276A - 276A-5), as amended, and the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq.), as amended;
12. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
13. The National Flood Insurance Program (Section 201 (d), 42 USC 4105 (d), and the flood insurance purchases requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234, 42 USC 4012a);
14. The regulations; policies, guidelines and requirements of 24 CFR Parts 570, 84 and 85 and OMB Circulars A-87, A-122, and A-128, as applicable, as they relate to the acceptance and use of Federal funds under this federally-assisted program, and as amended from time to time;
15. The Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- P. 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 - PROJECT SUMMARY

2007 Program Year: October 1, 2007 through September 30, 2008



SUBRECIPIENT **HANOVER TOWNSHIP**

ADDRESS **250 South Route 59** CITY **Bartlett** ZIP **60103-1648**

PROGRAM MANAGER **Steven Spejcher** PHONE **(630) 837-0301** FAX **(630) 837-9064** E-MAIL **hanover@htonline.info**

PROJNUM **07-009** IDIS No. **3066** PROJECT TITLE **Revised Project: Rehabilitation of existing Township Food Pantry.**

Account #:
9428225-580170.100

Eligibility Citation **570.201(c)** Budget Amount **\$275,000** Award Match **\$14,125** Source 1

Match 2 Source 2

SUMMARY PROJECT DESCRIPTION:

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 %

NARRATIVE:

Designated Project Area

The Hanover Township Community Center/Food Pantry is located at 7431 Astor Avenue, Hanover Park. Food Pantry serves low income persons in Hanover Township: Bartlett, Elgin, Hanover Park, Hoffman Estates, Schaumburg and Streamwood.

Awarded Project Description

Rehabilitation of the Township's existing Astor Avenue Community Center, Food Pantry and located at 7431 Astor Avenue, Hanover Park. Rehabilitation includes, but not limited to, increasing the size of said building to add additional space for storage of food items for the construction of a loading dock to allow trucks to pull up and unload donated food items, to construct a nurse station to allow the nurse on duty to assist low income Township residents, to repair and/or replace the existing HVAC system, and/or install a fire sprinkler system at said Community Center.

Specific Anticipated Accomplishments

Rehabilitation of the existing Astor Avenue Community Center will improve food distribution, provide additional health screening areas for the low income persons in Hanover Township.

Environmental Review

Amendment

Amendment Date

Planner

Approved consolidation of 06&07

6/21/2010

Dean Maiben

PROJECT COMPLETION SCHEDULE

Month 1
Development of plans and engineering specifications.

Month 2
Publication of notice to bidders.

Month 3
Evaluation of submitted bids, award of contract, pre-construction meeting with County staff.

Month 4
Begin project.

Month 5
Work continues. Conduct monthly project evaluations.

Month 6
Work continues. Conduct monthly project evaluations.

PROJECT COMPLETION SCHEDULE

Month 7

Work continues. Conduct monthly project evaluations.

Month 8

Work continues. Conduct monthly project evaluations.

Month 9

Conduct final review of project, final payout, budget and programmatic review and reconciliation of accounts.

Month 10

Project complete.

Month 11

Month 12

Project Complete

STAFF SALARIES

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

(1) Position Classification	(2) Annual Salary	(3) % of time spent on Project	(4) Salary Utilized for Project	(5) CDBG Portion	(6) Project Match
_____	_____	_____	\$0	_____	\$0
_____	_____	_____	\$0	_____	\$0
_____	_____	_____	\$0	_____	\$0
_____	_____	_____	\$0	_____	\$0
_____	_____	_____	\$0	_____	\$0
TOTAL SALARIES:	\$0		\$0	\$0	\$0

FRINGE BENEFITS

(1) Position Classification	(2) Annual Fringe	(3) % of time spent on Project	(4) Fringe Utilized for Project	(5) CDBG Fringe	(6) Match Fringe
_____	_____	_____	\$0	_____	\$0
_____	_____	_____	\$0	_____	\$0
_____	_____	_____	\$0	_____	\$0
_____	_____	_____	\$0	_____	\$0
_____	_____	_____	\$0	_____	\$0
TOTAL FRINGE BENEFITS:	\$0		\$0	\$0	\$0

LINE ITEM BUDGET

PROJECT ACTIVITY:

	CDBG Funds	Matching Funds	TOTAL
Capital Improvement	\$275,000		\$275,000
Single-Family Rehabilitation			\$0
Economic Development			\$0
Demolition/Clearance			\$0
Acquisition			\$0
Relocation			\$0
TOTAL PROJECT ACTIVITY:	\$275,000	\$0	\$275,000

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 and fringes only.)

	CDBG Funds	Matching Funds	TOTAL
Staff Salaries	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Office Rent/Utilities			\$0
Postage			\$0
Printing (Rental Equipment)			\$0
Publication/Notices			\$0
Project Travel @ \$.485 per mile			\$0
Other: _____			\$0
Other: _____			\$0

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

Architect			\$0
Engineering			\$0
Legal			\$0
Accounting (except Single Audit)			\$0
Other: _____			\$0
Other: _____			\$0

TOTAL PROJECT DELIVERY: \$0 \$0 \$0

CDBG Grand Total	Match Grand Total	Grand Total
\$275,000	\$0	\$275,000

EXHIBIT D
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

3. Client Data

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

4. Disclosure

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

5. Close-outs

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

6. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

The Subrecipient shall submit regular Progress 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 9a) transferred to the County for the CDBG program or (b) retained after compensating the County [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

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

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



Connecting Older Adults with Community-based Resources and Options

Via Email

July 29, 2010

Mr. Brian McGuire
Hanover Township
240 South Illinois Route 59
Bartlett, IL 60103

Dear Mr. McGuire:

On behalf of the AgeOptions Executive Committee, I am pleased to inform you that a grant to Hanover Township was approved on July 22, 2010.

The grant total is \$54,793. The breakout of the funding is \$9,000 towards the purchase of MySeniorCenter software and \$45,793 towards the purchase of a van for the transportation program.

AgeOptions used the following criteria to allocate funds:

1. Priority was given to repairing and replacing existing infrastructure.
2. AgeOptions applied each applicant's match as proposed.
3. AgeOptions strived for even distribution of funds using the population based funding formula as a guide.
 - a. If requests for an area exceeded the funding formula share by 150%, 80% of the funds were granted. This criteria was used for Hanover Township for the Van.
 - b. If requests for an area exceeded the funding formula share by 1-149%, 90% of the funds were granted. This criteria was used for the Wheeling, Barrington, Palatine and Hanover townships subarea for the software.
 - c. If requests for an area were less than the funding formula share, 100% of the requests were granted (minus any proposed match).

This Letter of Intent is not a binding contract. Both AgeOptions and Hanover Township obligations are subject to execution of a final agreement.

The above award is contingent on each of the following:

1. AgeOptions must receive sufficient funds from the Illinois Department on Aging to meet the total obligations for the period October 1, 2009 to September 30, 2010.

The Area Agency on Aging of Suburban Cook County, since 1974

2. AgeOptions will not reimburse agencies for these expenses until full funding is received, which may be January 9, 2011 or later.
3. All funds must be committed by September 30, 2010 and meet generally accepted accounting procedures. If agencies are proposing service activities (e.g. chore, home delivered meals, recreation) all services will need to be provided by September 30, 2010.
4. Funds must be committed, obligated or encumbered for ordinary and reasonable costs contemplated in the budget, as revised, for FY 2010. In addition, the obligation involved should be consummated by the receipt of goods and services and payment by November 30, 2010.
5. Agencies must assure AgeOptions they will continue to utilize any capital expense in the future without requesting additional funding from AgeOptions (e.g. AgeOptions will not purchase a van unless your agency can assure us that you have a source of funding to pay the driver, gas and insurance, etc.).
6. There must not be any administrative, legislative order, judicial order, rule or law which requires a change in this or a related decision made by AgeOptions.
7. In some cases, AgeOptions was able to grant your agency a portion of your agency's total request. By August 6, 2010, please submit a plan to kim.blechschmidt@ageoptions.org of how your agency will cover the difference.

A copy of the AgeOptions Appeals Procedure is attached to this letter and should be considered part of this award announcement. Questions regarding the award should be directed to Kim Blechschmidt (kim.blechschmidt@ageoptions.org) or Shai Hoffman (shai.hoffman@ageoptions.org) via e-mail or by phone at (708) 383-0258. Your Agency's commitment to services for older adults in suburban Cook County is greatly appreciated.

Sincerely

Jul 29 2010 3:15 PM

X



Jonathan Lavin

Enclosed: Appeals Procedure
Copy of Application

Cc: Barbara Kurth-Schuldt and Carol Lutzow

The Area Agency on Aging of Suburban Cook County, since 1974

1048 Lake Street, Suite 300
Oak Park, Illinois 60301-1102

phone (800)699-9043
(708)383-0258

fax (708)524-0870
TTY (708)524-1653

www.ageoptions.org

From: Barbara Schuldt [mailto:bkurthschuldt@hanover-township.org]
Sent: Friday, July 16, 2010 5:24 PM
To: Kim Blechschmidt
Subject: Hanover township proposal for funding

Kim,

Attached is Hanover Township's additional proposal for funding. As I mentioned in the document, I would rank the request for this software as first and the bus as second. If you have any questions, please forward them to me at your earliest convenience.
Barb

*Barbara Kurth Schuldt
Director, Senior Services
Hanover Township
240 S. IL Rt. 59
Bartlett, IL 60103
Phone: 630 483-5671
Fax: 630 483-5690
bkurthschuldt@hanover-township.org*



July 15, 2010

To: Kim Blechschmidt
From: Barbara Kurth Schuldt
Re: Proposal for special initiative

Hanover Township Senior Services would like to propose a special purchase in response to your request for proposals for the additional FY2010 funding. This request is ranked first in order of preference for funding due to the affect it will have in the total efficiency of our operations, increasing the accuracy of reporting for grants and potentially offering more data summaries that will provide useful in securing further grant funding.

The Area Agency on Aging of Suburban Cook County, since 1974

1048 Lake Street, Suite 300
Oak Park, Illinois 60301-1102

phone (800)699-9043
(708)383-0258

fax (708)524-0870
TTY (708)524-1653

www.ageoptions.org

As a result of the recent “Hanover Township Senior Services Research and Evaluation Study” completed by consultants, Dr. William Gingold and Roland Garton, we know that 85% of those surveyed are aware of senior center and 73% regard it “Very Important” to “Somewhat Important” for the Township to have. Our services include trips, parties and card playing, bingo, exercise, computer classes, art classes, health and wellness seminars, information and assistance, Meals-on-Wheels, congregate meals and transportation. We are a SHIP site, offer Senior Companion program, RTA Senior Ride Free Program, Senior Will Program, Energy Assistance Programs and operate a Lending Closet. We have 300 volunteers who assist our staff of 21. Our greatest challenge will be the rising demand of services vs. our fixed resources. In 2002 we recorded participation level at 1120 and now predict 1896 for FY2011, an increase of nearly 70%.

Hanover Township Senior Services would like to take advantage of technological capabilities, especially with regard to data collection and reporting. MySeniorCenter is an automated check-in, scheduling and reporting system designed for senior centers and compatible with NAPIS. It would allow more efficiency which is critical to our rising demand and fixed resources. Seniors are issued a photo ID card with bar code to scan at a swipe station or use a touch screen. Volunteers also log in their in-kind contributions for accurate tracking. Social Services clients’ information and notes can be logged and quickly captured to produce reports. MySeniorCenter will allow us to create one data base system rather than the four currently in use for newsletter, social services, transportation and programming. MySeniorCenter software will improve how we process and handle senior registration.

Features for MySeniorCenter software include:

- Eliminate sign-in sheets for programs, classes and events
- Eliminate volunteer time sheets.
- Easy and accurate month end reports
- Improve event scheduling
- Manage mailing lists with more accuracy when information changes
- Analyze clients using our services and produce reports required for Township and Grant statistics and building usage
- Print invoices and receipts for participating seniors
- Centralize senior information which can be used by all staff, reducing input time currently done separately by transportation and social services.
- Manage lending closet inventory
- Manage HDM, meal labels
- Provide database back up daily

Currently processing is done using a Microsoft Excel spreadsheet, in coordination with Microsoft Word and QuickBooks, and involves approximately 65 staff hours and an estimated salary cost of \$965.00 for processing the registration forms six times annually. This totals an estimated \$5,790 annually for personnel costs alone.

Over the last four years, several software choices were reviewed and evaluated, and include MySeniorCenter Xavus Solutions, RecTrac Vermont Systems, Active Network Inc., NAPIS, and

The Area Agency on Aging of Suburban Cook County, since 1974

CSI Software. While the NAPIS software is well-matched with AgeOptions statistics, it does not offer the ability to coordinate scheduling, invoices, receipts, or track individual senior activity or volunteer and staff time. MySeniorCenter is web-based and no new versions will need to be purchased.

The recent quote received from Chris Hamilton, Vice President, Sales & Marketing, is \$10,000 for a complete system with Touch Screen. Maintenance is included in the price for the first year. Subsequent maintenance costs of \$1,800 will be part of the annual Senior Services Budget. There is already a line item in the Senior Services budget for FY2011 that contains adequate funds for this purchase. The recommendation of a software purchase to better manage our data has been made to the Township Board in our consultant's presentation. The Township Administrator agrees with this submission and due to the timeliness of this submittal, will be presenting the information to the Board at their meeting on July 20, 2010.

If AgeOptions awards a grant for this purchase, Hanover Township will be prepared to act accordingly to have the installation take place prior to 60 days after the close of the fiscal year. The Township would be prepared to share in the cost if only part of this request is made.

From: Barbara Schuldt [mailto:bkurthschuldt@hanover-township.org]
Sent: Friday, July 16, 2010 11:04 AM
To: Kim Blechschmidt
Subject: RE: Opportunity for Additional FY 2010 Funding and July 12, 2010 Conference Call

Kim,

In answer to your questions below:

1. I will be submitting another proposal by 7/19/10 at noon and an order of preference will be indicated.
2. Hanover Township would be able to commit and obligate the funds immediately upon approval of a grant award from AgeOptions. We would make every effort to have receipt of the vehicle within 60 days of the close of the fiscal year. However, we cannot be held accountable for circumstances beyond our control. We have checked with the Central States Bus Sales, Inc. who is checking with Eldorado to assure us that the time frame is workable. They say it will be close, but without actually putting the vehicle into production, it is a best guess scenario. No vendor will commit to a specific delivery date; however, at this time they have committed to doing their best and it will be close. This is common practice in ordering buses on the state contract.
3. Hanover Township currently over matches; currently at 85.47% total match, 77.43% local cash, 8.03% in-kind. Title III/State provides 14.53% of the net cost.
4. Hanover Township Administrator has been apprised of the possible vehicle purchase and the Hanover Township Board has agreed and is willing to make this purchase and share in the cost.

From: Kim Blechschmidt [mailto:kim.blechschmidt@ageoptions.org]
Sent: Wednesday, July 14, 2010 8:40 AM
To: Barbara Schuldt

The Area Agency on Aging of Suburban Cook County, since 1974

Cc: Diane Slezak; Shai Hoffman; Kim Blechschmidt

Subject: RE: Opportunity for Additional FY 2010 Funding and July 12, 2010 Conference Call

Thanks Barbara!

I had a few questions on your proposal – please reply by Monday, July 19, 2010 at noon.

1. It sounded on the call like you might have additional proposals, if so please submit by Monday and rank them in order of preference.
2. Please confirm Hanover Township would meet the standard for obligation of the funds by September 30, 2010 and meet generally accepted accounting procedures. This is a partial excerpt from the Illinois Department on Aging's Policy and Procedure manual Section 1140 regarding the obligation of funds:

1141: Obligation of Funds

- i. Funds must be committed, obligated or encumbered for ordinary and reasonable costs contemplated in the budget, as revised, for a given fiscal year. In addition, the obligation involved should be consummated by the receipt of goods and services and payment for such within sixty (60) days after the close of the fiscal year.
3. Agencies must provide a minimum of 15% of matching funds to their original Title III grant and these special funds. If agencies were not already "over-matching" their Title III grants/contracts – it will mean they must match these special funds. With the addition of these funds, would Hanover Township need to provide additional match?
4. We are unsure how many proposals we will receive – we are asking all agencies if they would be able to share in the cost if we granted only part of the request.

Please respond by Monday, July 19, 2010 at noon. Thanks! If you have questions, please contact me, Shai Hoffman or Diane Slezak. I will be out of the office after noon today and will not be returning until Monday.

Thanks!
Kim



Date: July 9, 2010

To: Kim Blechschmidt
AgeOptions

From: Barbara Kurth Schuldt
Hanover Township Senior Services

The Area Agency on Aging of Suburban Cook County, since 1974

1048 Lake Street, Suite 300
Oak Park, Illinois 60301-1102

phone (800)699-9043
(708)383-0258

fax (708)524-0870
TTY (708)524-1653

www.ageoptions.org

Re: Proposal to Initiate Special Purchase

Attached is the purchase information for a 2010 Ford Chassis, 14 passenger, 5 wheelchair, medium duty bus. This vehicle would replace the Township's 2004, Ford, 15 passenger vehicle that currently has mileage of 112,500 and has been experiencing numerous repairs recently. This bus will be purchased by Hanover Township with the order being placed by IDOT, allowing no bid process and a swift delivery as it will be part of a group purchase.

Hanover Township has a vehicle replacement fund whose reserves are sufficient to manage a delayed cash flow. The current AgeOptions funding for Hanover Township in FY2011 is \$14,769 for Transportation and \$10,410 for Senior Center. The Senior Services budget for transportation is \$410,070 and Senior Center expenditures are budgeted 883,832 for a total of \$1,293,902. AgeOptions Title III-B grant actually funds approximately 2% of the Senior Services budget. That being said, it is obvious that Hanover Township receives adequate funding to provide excellent services. The Senior Services Referendum was passed and Cook County collects property taxes in the amount of 911,470. The Township's Road and Bridge fund allocated \$283,208 to this year's Senior Center revenue as well. Other income includes a variety of donation resources.

The Township's Dial-A-Bus service transports seniors and disabled to doctor's offices, dialysis, grocery and mall shopping weekly and three hospitals, St. Alexius, St. Joseph and Sherman Hospital. The service accommodates special needs as all but one vehicle, soon to be replaced, have wheelchair accessibility. The donation of 75 cents per one-way trip has not increased over the years despite the dramatic rise in fuel costs. Actual cost of a one-way ride is \$ 21.69. The results of a Transportation Evaluation completed in 2009 distinguished the Township service in that it covers a larger service area than most, extending Township boundaries 5 miles in all directions. In addition, donation requests have never increased from the original suggested amount, despite increases in direct cost. We have provided 14,634 one-way rides from 9/1/09-6/30/10. Of those 1,989 were dialysis riders and 1,357 wheelchair riders.

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TTY (708)524-1653

www.ageoptions.org



Purchase Information

February 17, 2010

Hanover Township
 Attn. Ms. Kathy Varsalona
 250 S. Route 59
 Bartlett, IL 60103

Dear Ms. Varsalona

Listed below you will find the information supporting the bus you are requesting to order. By signing below, attaching a P.O. number along with any additional information or instructions you may have, we will place the unit on order.

Medium Duty Bus Body and Chassis

• 2010 Ford Chassis having 14 passenger plus 5 Wheelchairs meeting I-Dot Specifications

Base price for Medium Duty Paratransit Bus	\$ 50,970.00
PPI Adjustment -February 2007 @204.1 through December 2009@	
216.6=6.07% increase	1,329.33
Rubber shear spring rear suspension	910.51
Rear help bumper	525.29
Remote operated and electrically heated exterior mirrors	583.66
Chassis price increase from 2007 Ford invoice versus 2010 invoice	
6.8LT gasoline engine having Ford 225AMP alternator	2,760.00
Remove rear door and replace with rear emergency window	(450.00)
Add Armrest, standard OEM Ford cup holders,	175.00
Pickup at Big Rock, Illinois	-0-
Total of 2 QRT Automatic Wheelchair Restraint Systems	\$ 455.00
Sub-total price including additional equipment per vehicle	\$ 57,240.79

If you have any questions or require additional information, please feel free to contact me.

Sincerely,
 Central States Bus Sales, Inc

Bill Pfeiffer
 Commercial Sales Manager

P.O. Number _____

Signature _____

Date _____



The Area Agency on Aging of Suburban Cook County, since 1974

RESOLUTION _____

**A RESOLUTION APPROVING OF A WINDOW REPLACEMENT AGREEMENT
BETWEEN HANOVER TOWNSHIP AND TRIM CONCEPTS, INC.**

BE IT RESOLVED by the Supervisor and Board of Town Trustees (the "Board") of Hanover Township, Cook County, Illinois, as follows:

SECTION ONE: That the Window Replacement Agreement between Hanover Township and Trim Concepts, Inc. dated August 3, 2010 (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved, subject to approval by the Township attorney.

SECTION TWO: The Township Supervisor and the Township Clerk of Hanover Township are authorized to sign and attest, respectively, the Agreement on behalf of the Township, following approval by the Township attorney.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: August 3, 2010

APPROVED: August 3, 2010

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on August 3, 2010, and approved on August 3, 2010, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk