

AGENDA
PLANNING, BUILDING AND ZONING COMMITTEE
Village of Hoffman Estates
September 14, 2009

7:30 P.M. - Board Room

Members: Gary Pilafas, Chairperson
Karen Mills, Vice Chairperson
Ray Kincaid

I. Roll Call

II. Approval of Minutes - August 24, 2009

NEW BUSINESS

1. Request approval of North West Housing Partnership as subrecipient to administer the Community Development Block Grant (CDBG) Single-Family Rehabilitation Project and to approve execution of the proposed Subrecipient Agreement.
2. Request approval to submit revised Department of Energy application for multiple projects funded by the Energy Efficiency and Conservation Block Grant (EECBG) Program.
3. Request acceptance of Department of Development Services monthly report for Planning Division.
4. Request acceptance of Department of Development Services monthly report for Code Enforcement Division.

III. President's Report

IV. Other

V. Items in Review

VI. Adjournment

**PLANNING, BUILDING & ZONING
COMMITTEE MEETING MINUTES**

August 24, 2009

I. Roll Call

Members in Attendance:

**Gary Pilafas, Chairperson
Karen Mills, Vice Chairperson
Ray Kincaid, Trustee**

**Other Corporate Authorities
in Attendance:**

**Trustee Cary Collins
Trustee Jackie Green
Trustee Anna Newell
Mayor William McLeod**

**Management Team Members
in Attendance:**

**Jim Norris, Village Manager
Arthur Janura, Corporation Counsel
Mark Koplin, Asst. Vlg. Mgr., Dev. Services
Don Plass, Director of Code Enforcement
Mike Hankey, Director of Transportation
Patrick Seger, Director of HRM
Algean Garner, Director of HHS
Gary Skoog, ED Coordinator
Don Plass, Code Enforcement Director
Mike Hankey, Director of Transportation
Gary Salavitch, Director of Engineering
Pete Gugliotta, Director of Planning
Clint Herdegen, Police Chief
Bob Gorvett, Fire Chief
Ken Hari, Director of Public Works
Gordon Eaken, Director of IS
Michael DuCharme, Director of Finance
Bev Romanoff, Village Clerk
Becky Suhajda, Administrative Intern
Bruce Anderson, CATV Coordinator**

Others in Attendance

Reporters from Daily Herald, Chicago Tribune

The Planning, Building and Zoning Committee meeting was called to order at 7:05 p.m.

II. Approval of Minutes

Motion by Trustee Mills, seconded by Trustee Collins, to approve the Planning, Building & Zoning Committee meeting minutes of August 24, 2009. Voice vote taken. All ayes. Motion carried.

NEW BUSINESS

- 1. Request by Church of the Cross for a site plan amendment approval for additional parking spaces at Church of the Cross, 475 W. Higgins Road.**

An item summary sheet from Peter Gugliotta was presented to Committee.

Motion by Trustee Collins, seconded by Mayor McLeod, to approve request by Church of the Cross for final site plan for additional parking spaces at 475 W. Higgins Road with waivers from the Subdivision Code. Voice vote taken. All ayes. Motion carried.

2. Request by Shoe Factory Road LLC for direction to proceed with the negotiation of amendments to the Laufenberger Annexation and Development Agreement regarding land use and road construction timing.

An item summary sheet from Pete Gugliotta was presented to Committee.

Dennis Cortesi, Shoe Factory Road, LLC, addressed the Committee and stated that they are requesting to amend the Annexation Agreement to change the zoning of approximately one-third of the B-2 property in Beacon Pointe Phase 2 to permit a 400-unit apartment development, including a combination of one building for independent living units (age-restricted senior housing) and two buildings for general population, market rate rental units. Changes to the concept plan include the buildings being five stories in height, moving the buildings north on the site, moving the commercial buildings to the south part of the site, a land exchange with the R-6 zoned single-family area, and a developer-owned 2.75 acre "lawn activity area" at the corner of Shoe Factory Road and Beverly. Mr. Cortesi stated that they would be willing to provide a private ambulance for the area.

There was significant discussion regarding the proposed use and the Committee stated their concerns with apartment buildings and restated their desire for retail in the area. Mr. Cortesi stated that without a more significant number of people in the area, the retailers will not build. The Committee also expressed concern with the senior living component and stated that there were never any apartments planned for this area.

Committee directed that Shoe Factory Road LLC return to the Planning, Building & Zoning Committee with a revised concept plan that substitutes townhomes on the north part of the site instead of the multi-family buildings.

3. Request approval of a resolution regarding formation of an Ad Hoc Complete Count Committee for the 2010 census.

An item summary sheet from Pete Gugliotta was presented to Committee.

Motion by Trustee Mills, seconded by Trustee Collins, for approval of a resolution regarding the formation of an Ad Hoc Complete Count Committee for the 2010 census. Voice vote taken. All ayes. Motion carried.

4. Request authorization of an EDA contract for Prairie Stone Parkway improvements to provide access to Prairie Stone Parcel 12 (The Saddle Room) in an amount not to exceed \$86,591.

Motion by Mayor McLeod, seconded by Trustee Mills, for approval of an EDA contract for Prairie Stone Parkway improvements to provide access to Prairie Stone Parcel 12 (The Saddle Room) in an amount not to exceed \$86,591. Voice vote taken. All ayes. Motion carried.

- 5. **Request authorization to award contract for consulting services related to the Sears Centre Arena to International Facilities Group, Inc., Chicago, IL, in an amount not to exceed \$124,000.**

Trustee Collins requested that this item be approved subject to the review of Corporation Counsel.

Motion by Trustee Green, seconded by Mayor McLeod, to award contract for consulting services related to the Sears Centre Arena to International Facilities Group, Inc., Chicago, IL, in an amount not to exceed \$124,000, subject to the review of Corporation Counsel. Voice vote taken. All ayes. Motion carried.

- 6. **Request acceptance of Department of Development Services monthly report for Planning Division.**

The Department of Development Services monthly report for the Planning Division was submitted to the Committee.

Motion by Trustee Mills, seconded by Trustee Newell, to accept the Department of Development Services monthly report for Planning Division. Voice vote taken. All ayes. Motion carried.

- 7. **Request acceptance of Department of Development Services monthly report for Code Enforcement Division.**

Motion by Trustee Mills, seconded by Trustee Newell, to accept the Department of Development Services monthly report for Code Enforcement Division. Voice vote taken. All ayes. Motion carried.

- III. **President's Report**
- IV. **Other**
- V. **Items in Review**
- VI. **Adjournment**

Motion by Trustee Collins, seconded by Mayor McLeod, to adjourn the meeting at 7:48 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Debbie Schoop, Executive Assistant

Date

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of North West Housing Partnership as subrecipient to administer the Community Development Block Grant (CDBG) Single-Family Rehabilitation Project and to approve execution of the proposed Subrecipient Agreement

MEETING DATE: September 14, 2009

COMMITTEE: Planning, Building and Zoning

FROM: Peter Gugliotta *PG*

REQUEST: Request approval of North West Housing Partnership (NWHP) as sole source bidder to administer the Community Development Block Grant (CDBG) Private Property Housing Rehabilitation Project as a subrecipient and to execute the proposed Subrecipient Agreement.

BACKGROUND: The Village's recently approved 2009 Annual Action Plan, once again includes funding for the Single-Family Housing Rehabilitation Program. During the first three CDBG program years, the Village has contracted with NWHP to implement the Housing Rehabilitation Program. So far, seven homes have been rehabbed and ten homeowners are currently in various stages of the approval process. Five additional Hoffman Estates homeowners are beginning the application process. Applications vary in terms of scope of work requested and in the type of housing stock assisted (i.e. single-family, townhouse, and condominium). Due to a variety of reasons, many of the applicants ultimately do not make it all the way through the process and qualify for a loan, therefore NWHP continues to seek as many applicants as possible.

Eligible projects include code violation corrections, health and safety issues, and home weatherization. During previous years, completed projects included a variety of repairs, such as installation of new windows, doors, electrical wiring, bathroom facilities, siding, roofs, and correction of code issues.

NWHP is the sole agency in the area to provide housing rehabilitation services to low and moderate income residents.

DISCUSSION: NWHP has once again submitted a proposal to administer the Village's rehabilitation program (attached). NWHP expects to be able to help a minimum of five Hoffman Estates homeowners rehabilitate their home during the upcoming program year (October 1, 2009 - September 30, 2010).

DISCUSSION: (Continued)

The NWHP proposal allocates \$99,000 of the \$110,000 budget to the cost of the rehabs and \$11,000 for program administration, which is consistent with CDBG allowances for administration. The contract also covers the use of \$113,700.96 of CDBG funds carried over from previous years.

Under the terms of the contract, NWHP would provide all administrative activities including, but are not limited to, reviewing client eligibility and applications, obtaining and evaluating bids, awarding and preparing contracts, coordinating property inspections, conducting environmental reviews, arranging for lead based paint testing, and complying with equal opportunity and prevailing wage laws, as necessary. These activities are generally regulated by federal laws and regulations. NWHP also processes the no-interest loans for each applicant and serves as the lender for the projects.

Rehabilitation loans are repaid in full upon sale of the house and the funds are returned to the Village for use in future home rehabilitation projects when the home is sold. NWHP processes the loan repayment as part of the contract administration.

Contract Terms

While the majority of the NWHP proposal is the same as last year, Village staff and NWHP have incorporated several changes to the program and contract, primarily in response to the Village's April 2009 audit by the U.S. Department of Housing and Urban Development (HUD). These changes are intended to provide more detailed clarification on several items, however, the basic terms remain the same. Proposed changes are noted below:

Change 1: Rehabilitation Projects

Section 5 discusses the allowed scope of rehabilitation projects. Village staff determined that including the project specifications in the contractor-homeowner contract is the best way to ensure that the program and its advocates are adhering to CDBG program guidelines. NWHP now supplies the Village with a copy of the contractor and homeowner signed contract for each new participant/property.

Change 2: Administrative Requirements - Documentation and Recordkeeping

Section 9-B-5 (Close-Outs) discusses the procedures for finalizing the project and concluding the Subrecipient's obligation to the Village. The section now includes a list of documents the Village requires from NWHP prior to making payments to NWHP. Requiring documentation prior to a final payment ensures that all CDBG program and Village requirements have been satisfied.

DISCUSSION: (Continued)***Change 3: Administrative Requirements - Reporting and Payment Procedures***

In the contract, Section 9-C-1 the heading "Fund Recovery" has been changed to "Program Income" to apply language required by HUD. The section also details procedures for recapture and reallocation of funds. In the event that a rehabilitated property is sold, the loan is repaid to the Village. Currently, the Village reallocates the funds back into the rehabilitation program.

Change 4: Personnel and Participant Conditions

HUD encourages aggressively seeking women and minority-owned businesses to bid on projects. To ensure due diligence, the Village will now include the following statement in all bid notices for federally-funded projects: "The Village of Hoffman Estates strongly encourages minority firms and women's business enterprises to apply. If subcontracts are to be let, the primary contractor shall take these same affirmative steps to solicit bids from minority and women's firms." This clause has been added to Section 11-B-2 (Affirmative Action).

Change 5: Environmental Conditions

The following statement has been added to paragraph II of Section 12-D (Historic Preservation): "The subrecipient will obtain permission from the State Historic Preservation office and keep its record in each property file."

Change 6: Budget and Loan Caps

As in the previous year's agreement, there is a provision that limits an individual loan amount to a maximum of \$25,000, with the homeowner having the ability to seek a waiver from the Village. However, the language of the agreement does not detail how a waiver request would be administered. In the new agreement, the language has been expanded to spell out a specific process for granting waivers. It is proposed that a waiver up to \$2,000 over the \$25,000 be permitted to be granted by the Village Manager after a written request with documentation has been submitted from the homeowner and NWHP. Any waiver request greater than \$2,000 would require Village Board action.

Current Waiver Request

Currently, staff has received a waiver request for a total of \$182 due to unforeseen code compliance issues that were discovered during construction at one address and were required by code to be fixed. There was also minor deterioration found inside a wall that needed to be corrected for the rest of the construction to proceed. The original project was approved at \$24,518 and the change orders to correct these conditions added \$664 to the cost of the project, which put it \$182 above the \$25,000 limit. This project is being completed under the Program Year 3 contract, which included vague language with regards to any waiver request. As a Village Board policy for administration of the current contract (Program Year 3), it is requested that the Village Manager be authorized to grant the waiver of \$182. If the Program Year 4 contract is approved as proposed, then this type of request would be handled administratively in the future.

SUMMARY:

The proposed Subrecipient Agreement defines the parameters of the program and ensures compliance with all HUD and CDBG requirements. As the grantee, the Village is responsible for NWHP's compliance and must monitor their progress and records over the duration of the contract. While NWHP is well versed in HUD regulations, the proposed agreement is specific regarding the requirements and monitoring procedures relative to the Village of Hoffman Estates.

FINANCIAL IMPACT:

This project is funded through the CDBG allocation. The total allocation for the 2009 Program Year is \$304,482, with \$110,000 budgeted for this single-family rehabilitation program. The contract also covers \$113,700.96 in CDBG funds that are carried over from the previous Program years. This project does not impact the Village's General Fund.

RECOMMENDATION:

Approval of North West Housing Partnership as Subrecipient to administer the Village of Hoffman Estates CDBG Single-Family Rehabilitation Project and approval to execute the attached Subrecipient Agreement, including the changes outlined in this memo, and authorization for the Village Manager to approve a waiver to the loan cap amount not to exceed \$182 for one project under the Program Year 3 agreement.

Attachment

cc: Holly Fraccaro (North West Housing Partnership)

SUBRECIPIENT AGREEMENT

Agreement Between Village of Hoffman Estates
And
North West Housing Partnership

CDBG Program Year 4: 2009/2010

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SUBRECIPIENT AGREEMENT

Agreement Between
Village of Hoffman Estates
And
North West Housing Partnership

This agreement is to commence the 1st of October 2009 by and between the Village of Hoffman Estates, a municipal corporation of the State of Illinois (hereinafter referred to as the "Village"), and North West Housing Partnership (hereinafter referred to as the "Subrecipient").

Section 1. Scope of Service

A. Activities.

The Subrecipient will be responsible for administering a CDBG Single-Family Owner-Occupied Housing Rehabilitation program for the 2009/2010 program year in a manner satisfactory to the Village and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery.

The Subrecipient will administer and rehabilitate single-family owner-occupied homes.

General Administration.

The program administration will include program advertisement and announcements; field inquiries and referrals; prepare forms and applications; process applications verifying income, employment, ownership, credit history, and all other underwriting requirements; determine type and amount of assistance, assist homeowners in conducting eligible rehabilitation activities, prepare loan documentation and closing transactions; complete recordkeeping and bookkeeping in compliance with federal regulations, and provide program reports and invoices to the Village.

B. National Objectives.

The Subrecipient certifies that the activity carried out under this Agreement will meet the Low/Moderate Income Objective. Only documented low/moderate income people/families will qualify for the single-family home rehabilitation program based on the Income Limit Summary for the Chicago-Naperville-Joliet, IL HUD Metro FMR Area generated by the U.S. Department of Housing and Urban Development.

C. Levels of Accomplishment - Goals and Performance Measures.

The levels of accomplishment will be based on number of applicants screened and number of homes rehabilitated. The Subrecipient agrees to rehabilitate at least 5 homes during the 2009 program year, CDBG Program Year 4.

D. Performance Monitoring.

The Village will monitor the performance of the Subrecipient against the goals and performance standard, as stated above. Substandard performance, as determined by the Village, will constitute noncompliance with this Agreement. If action to correct such substandard

performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Village, contract suspension or termination procedures will be initiated.

Section 2. Time of Performance

Services of the Subrecipient shall start on the October 1, 2009 and end on the 30th day of September, 2010. The term of this Agreement and the provision herein shall be extended to cover any additional time period during which the Subrecipient remains in control of the CDBG funds or other CDBG assets, including program income.

Section 3. Budget and Loan Caps

Line Item	Amount
PY4 Administration	\$11,000.00
PY4 Budget - Rehabilitation	\$99,000.00
Previous Years' carryover	\$113,700.96
TOTAL	

The maximum amount per home is specified at \$25,000. The Homeowner can seek a waiver of the maximum cap through the Village of Hoffman Estates. Any request for a waiver must be submitted in writing by NWHP and be signed by the Homeowner. The request shall include all details related to the project and justification for the additional amount. Generally, waivers shall be limited to situations where the added repairs are critical to meet code requirements or correct life safety items. The Village Manager shall be authorized to review and approve waivers no greater than \$2,000 above the \$25,000 limit. Waivers greater than this amount shall require review and approval by the Village Board.

Section 4. Loans to Home Value Ratio

The loan amount combined with any homeowner mortgage balance amount cannot exceed the assessed value of the home.

Section 5. Rehabilitation Projects

Allowed rehabilitation projects will include basic structural repairs, roofing, doors, windows, siding, electrical, plumbing, heating, and weatherization. The nature of the each identified issue will be determined by Village inspectors in conjunction with North West Housing Partnership and their contractors. Loans will not be made for interior or exterior decorating.

The items will be prioritized by issue:

- Code Violations: first priority
- Health and Safety Issues: second priority
- Weatherization Issues: third priority
- Miscellaneous: final priority

North West Housing Partnership and their contractors will select only quality, affordably priced materials for the rehabilitation projects. The use of substandard materials or high priced luxury items is prohibited. To ensure that the program and its advocates are adhering to CDBG program guidelines, the subrecipient shall supply the Village with a copy of the contractor and homeowner signed agreement with work specifications attached for each project.

Section 6. Payment

It is expressly agreed and understood that the total amount to be paid by the Village under this Agreement shall not exceed \$110,000. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Section 3 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 3 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Section 7. Notices

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notice and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Village
Peter Gugliotta
Director of Planning Executive Director
1900 Hassell Road
Hoffman Estates, IL 60169
847-882-9100
847-781-2679

Subrecipient
Holly Fraccaro
1699 East Woodfield Road, Suite 404
Schaumburg, IL 60173
847-348-3024
847-348-3027

Section 8. General Conditions

A. General Compliance.

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)] including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor".

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 all times remain an "independent contractor" with respect to the services to

be performed under this Agreement. The Village 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.

C. Hold Harmless.

The Subrecipient shall hold harmless, defend and indemnify the Village from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or non-performance of the services or subject matter called for in this Agreement.

D. Workers' Compensation.

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding.

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from losses due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Village.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Village Recognition.

The Subrecipient shall insure recognition of the role of the Village in providing services through this agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments.

The Village or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Village's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Village or Subrecipient from its obligations under this Agreement.

The Village may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Village and Subrecipient.

H. Suspension or Termination.

In accordance with 24 CFR 85.43, the Village may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of the Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provision referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Village reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Village or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Village determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Village may terminate the award in its entirety.

Section 9. 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 principle and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all the 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 Recordkeeping.

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 are required by 24 CFR 570.502, and 24 CFR 84.21-28; and;
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
2. **Retention.**

The Subrecipient shall retain financial records, supporting documents, statistical record, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Village's Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Agreement are reported of for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other action that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.
 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 basis for determining eligibility, and description of the service provided. Such information shall be made available to the Village monitors 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 Village's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by 5 ILCS 140/7 unless written consent is obtained from the person receiving the service and, in the case of a minor, that of a responsible guardian.
 5. **Close-Outs.**

The Subrecipient's obligation to the Village 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 material, equipment, unspent cash advance, program income balances, and account receivable to the Village), and determining the custodianship of record. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

To maintain program efficiency and ensure that CDBG regulations are being met, the Subrecipient should submit the following documents to the Village after each loan closing:

- The Set-up Report (identifying household characteristics and income verification)
- Settlement Statement
- Homeowner Loan Agreement (including bid/scope of work)

- First page of the recorded mortgage
- Invoice for Payment from the Village

The following should be submitted after project construction is complete:

- Copy of all checks to contractor and statement showing payment withdrawal
- Updated internal monthly housing report
- Signed copy of the Completion Certificate (verifies completed project meets Village & NWHP program standards)

6. Audit and Inspections.

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, 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 Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures.

1. Program Income.

In the event that a rehabilitated property is sold, the loan for the repairs is repaid to the Village. The Subrecipient as the named lender on the title provides a payoff letter to the attorney or closing title company. The Subrecipient prepares and records a release of mortgage and provides a copy of the release and a check repaying the loan directly to the Village. The Village shall reallocate Program Income at its discretion.

Upon receipt of Program Income, the Village will deposit the funds in the CDBG account. Village staff will keep record of the balance of program income. Program income shall be expended before conventional CDBG funds are drawn to complete a project.

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 Village for approval, in a form specified by the Village.

3. Payment Procedures.

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

right to liquidate funds available under this contract for costs incurred by the Village on behalf of the Subrecipient.

4. Progress Reports.

The Subrecipient shall submit regular Progress Reports to the Village in the form, content, and frequency as required by the Village, typically on a monthly basis unless otherwise required by the Village.

D. Procurement.

1. Compliance.

The Subrecipient shall comply with current Village policy concerning the purchase of equipment and shall maintain inventory records of all non-expandable 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 Village 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 Village 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 Village 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. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Village 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 Village. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.

3. In all cases in which equipment acquired, 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 Grantee for the CDBG program or (b) retained after compensating the Village [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.]

Section 10. 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 HCDA; 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 Village ordinances, resolutions, and policies concerning the displacement of people from their residences.

Section 11. Personnel and Participant Conditions.

A. Civil Rights.

1. Compliance.

The Subrecipient agrees to comply with the Human Rights Act of Hoffman Estates and with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination.

The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants.

This contract is subject to the requirement of Title 6 of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such a transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvement erected or to be erected thereon, providing that the Village and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504.
The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Village shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action.

1. Approved Plan.
The Subrecipient agrees that it shall be committed to carry out pursuant to the Village's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1966. The Village shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. Women and Minority Owned Businesses (W/MBE).
The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Village will include in each bid notice for federally-funded projects, a statement to the effect of, "The Village of Hoffman Estates strongly encourages minority firms and women's business enterprises to apply. If subcontracts are to be let, the primary contractor shall take these same affirmative steps to solicit bids from minority and women's firms."

3. Access to Records.
The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Village, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
4. Notifications.
The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's

commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AAO Statement).
The Subrecipient will, in all solicitations or advertisements for employee placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
6. Subcontract Provision.
The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions.

1. Prohibited Activity.
The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards.
The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S. C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 19 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Village for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. Section 3 Clause.
 - a. Compliance.

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Village, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Village, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with this requirements.

The Subrecipient further agrees to comply with these "Section3" requirements and to include the following language in all subcontracts executed under this Agreement:

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

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

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that woul prevent compliance with these requirements.

b. Notifications.

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

c. Subcontracts.

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct.

1. Assignability.

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Village thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Village under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Village.

2. Subcontracts.

a. Approval.

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Village prior to the execution of such agreement.

- b. **Monitoring.**
The Subrecipient will monitor all subcontracted service on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - c. **Content.**
The Subrecipient shall cause all of the provision of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - d. **Selection Process.**
The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Village along with documentation concerning the selection process.
3. **Hatch Act.**
The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
4. **Conflict of Interest.**
The Subrecipient agrees to abide by the provision of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
 - b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in con contract, subcontract, or agreement with respect to the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Village, the Subrecipient, or any designated public agency.

5. 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 subaward at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient shall certify and disclose accordingly:

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 that \$100,000 for each such failure.

6. Copyright.

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

7. 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.

Section 12. 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 Act, 42 U.S.C., 7401, et seq.;
- ◆ Federal; Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issues there under;
- ◆ 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 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. The subrecipient will obtain permission from the State Historic Preservation office and keep its record in each property file.

Section 13. Severability

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

Section 14. Section Headings and Subheadings

The section heading and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

Section 15. Waiver

The Village's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Village to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section 16. Entire Agreement

This agreement constitutes the entire agreement between the Village and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Village and the Subrecipient with respect to this Agreement.

Section 17. Certification

This Agreement is to commence the 1st day of October, 2009.

The Village of Hoffman Estates, a municipal corporation of the State of Illinois

By _____
William D. McLeod, Village President
Village of Hoffman Estates

Attest:

Subscribed and sworn before me
on this ___ day of _____, 2009

By _____
Holly Fraccaro, Executive Director
North West Housing Partnership

Attest:

Subscribed and sworn before me
on this ___ day of _____, 2009

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval to submit revised Department of Energy application for multiple projects funded by the Energy Efficiency and Conservation Block Grant (EECBG) Program

MEETING DATE: September 14, 2009

COMMITTEE: Planning, Building and Zoning Committee

FROM: Ashley Monroe 

PURPOSE: Request approval to submit a revised 2009 Department of Energy (DOE) application for multiple projects funded by the Energy Efficiency and Conservation Block Grant (EECBG) Program.

BACKGROUND: At the Public Works & Utilities Committee meeting held on May 26, 2009, the Village Board approved the application for multiple projects funded by the EECBG Program, appropriated by the American Recovery and Reinvestment Act of 2009. The Village of Hoffman Estates has been allocated \$515,000.

The purpose of the EECBG Program is to create and implement strategies to reduce fossil fuel emissions, reduce total energy use, and improve energy efficiency in building, transportation, and other appropriate sectors. In addition to initiating "green" projects, stimulation of the economy and job creation and retention are also highly important factors.

The nine projects with the largest return on investment, benefit to the community, and benefit to Village operations were submitted for DOE review. Within the review period, DOE management changed the funding eligibility of hybrid vehicles. This change permits only the cost difference between a regular vehicle and a hybrid vehicle to be funded. The Village's original application included the purchase of six hybrid vehicles, totaling \$162,000 of the final budget. Village staff concluded that the current Village budget cannot support additional vehicle purchases and have revised the selected projects to best meet imminent Village needs.

The two transportation projects, including hybrid vehicles and a nitrogen generator, have been removed from the revised EECBG strategy. Five of the original selected projects remain the same and require no revisions. The remaining project revisions are discussed below.

DISCUSSION:**Revised Proposed Projects and Replacement Eligible Activities****Energy Efficiency Retrofits:**

The three lighting retrofit projects and a Public Works Center window replacement were approved at the May 26, 2009, Public Works & Utilities Committee meeting. These four projects have been deemed eligible projects by the DOE and do not require revision. The reconstruction of the Village Hall roof has been added as a fifth energy efficiency retrofit project for the EECBG revised strategy.

Village Hall Roof Reconstruction

The Village Hall roof dates from 1985 and has now reached its useful service life. The complete replacement of the roof is especially important for protecting the newly remodeled Village Hall. A specification has been assembled to include a complete tear-off of the existing roof (47,480 square feet) and the installation of a fully adhered EPDM membrane replacement with tapered insulation. A white, energy star rated roof material has also been specified to provide additional solar energy savings. Funding of \$240,020 was programmed into the CIP budget for 2009 to replace the remainder of the roof. Of the allocated CIP funding, \$167,704 would be funded by the EECBG Program. The remainder of CIP budgeted funds will be recommended to be used for energy efficient replacements of the 60-ton chiller and two chiller-condensers at the Public Works Center as part of the 2010 budget.

Revisions: Added Village Hall roof replacement project to EECBG strategy.

Initial Cost: One-time retrofit \$167,704, approximately \$75,000 from remaining CIP budget.

Additional or Ongoing Cost: Regular building maintenance.

Time Table: Ready to initiate but construction is dependent upon weather conditions.

Lighting Retrofit at Public Works Center & Fleet Services Building

Installing LED lighting retrofits at the Public Works Center and the Fleet Services building will save approximately 123,556 kWh annually and save approximately \$9,400 in electricity costs.

Revisions: None.

Initial Cost: One-time retrofit \$59,004.

Additional or Ongoing Cost: Standard fixture maintenance and bulb replacement.

Time table: Ready to initiate.

Village Hall Exterior Lighting Sconces

The Hoffman Estates Village Hall has approximately 50 canopy sconces around the perimeter of the building. The proposed retrofit of LED lighting will immediately reduce the frequency of changing bulbs and reduce energy consumption.

Revisions: None.

Cost: 50 fixtures @ \$65 = \$3,250.

Additional or Ongoing Cost: Standard fixture maintenance and bulb replacement.

Time table: Ready to initiate.

DISCUSSION: (Continued)*Public Works Building Window Replacement*

Staff proposes to replace all exterior windows at the Public Works Center with energy efficient window fixtures. The cost savings and amount of greenhouse gases saved is difficult to calculate. Specifically, staff is estimating a savings of approximately 10% for both heating and cooling utilities.

Revisions: None.

Cost: \$50,500.

Additional or Ongoing Cost: Standard building maintenance.

Time table: Ready to initiate.

Traffic Signals and Street Lighting (Includes Parking Lot Lighting):*Village Hall, Public Works, and Fleet Services LED Parking Lot Lighting*

Staff proposes to retrofit parking lot lighting at the Village Hall, the Public Works Center, and the Fleet Services Building.

At the time of this writing, the Village has already applied to secure pre-approval of supplemental funding for EECBG exterior lighting projects from the Illinois Department of Commerce and Economic Opportunity (DCEO).

Pre-Approval for funding from DCEO does not require the funding incentives to be accepted or expended. The project will return to Committee for final acceptance and bid requirements.

Revisions: None.

Cost: 65 lighting fixtures @ \$625 = \$40,625.

Additional or Ongoing Cost: Standard fixture maintenance and bulb replacement.

Time table: Ready to initiate.

Development and Implementation of Transportation Programs:*Administrative and Code Inspection Hybrid Vehicle Purchases*

The initial EECBG application proposed the purchase of six hybrid vehicles to replace current Village vehicles. All available information up to the point of application confirmed that the total purchase cost of hybrid vehicles was eligible. Management at the DOE made a change regarding eligible project expenditures and now only the difference between a traditional vehicle and hybrid vehicles are eligible for funding. The DOE instructed the Village to revise the submitted strategy and either make changes to the proposed vehicle project or submit a different project.

Revisions: This project has been removed from the application.

~~[Initial Cost: \$162,000 (3 hybrid sedans and 3 hybrid SUVs)~~

~~Additional or Ongoing Cost: Standard vehicle maintenance~~

~~Time table: Ready to initiate]~~

DISCUSSION: (Continued)*Nitrogen Generator*

The initial EECBG application proposed the purchase of a Nitrogen generator for vehicle maintenance and reducing fuel consumption. Due to the required revision of the EECBG application, other projects, such as the roof reconstruction, will have a superior long term effect upon Village energy consumption and return on investment.

Revisions: This project has been removed from the application.
[Initial Cost: \$20,500 (Generator & Small accessory Equipment)
Additional or Ongoing Cost: Staff time for vehicle maintenance
Time table: Ready to initiate]

Residential and Commercial Building Energy Audits:*Residential Energy Audit Program*

The residential energy audit program intended to support the conduct of residential energy audits will not require application revision. This Village provided service would directly benefit residents and will enact a program that Hoffman Estates identified in the Community Energy Challenge. Using grant funds, a current Village employee will be trained to assess how much energy a home uses and will evaluate what measures can be taken to improve energy efficiency. Energy audits will be performed for homeowners upon request. The audit would be performed with the condition that the homeowner implements at least one of the energy saving improvements resulting from the audit. Please see Attachment "C" for budgeted expenses.

Revisions: None.

Initial Cost: \$83,075 (equipment, training, and 2/3 salary and benefits for one inspector).
Additional or Ongoing Cost: Some staff time will be spent on scheduling audits or pursuing future training.
Timetable: Ready to initiate.

Material Conservation Programs:*Village Building Recycling Program*

Staff proposes to expand the current recycling program for all Village buildings to include containers that separate paper, plastic, and aluminum. Individual desk side containers would be purchased, along with indoor and outdoor recycling containers which will be accessible to building visitors.

Revisions: The program will not be changing from the original description, however, the total allocated to the program will be reduced from \$35,000 to \$25,000.

~~Initial Cost: \$35,000 (Multiple recycling containers at eight village buildings)~~

Additional or Ongoing Cost: General maintenance and collection.

Time table: Ready to initiate.

DISCUSSION: (Continued)**Administration of the Energy Efficiency and Conservation Block Grant (EECBG):**

The EECBG permits an allocation of up to \$75,000 of the total allocation for the administration of the Energy Block Grant activities and projects.

Administration

The initial application allocated \$68,424 of the \$515,000 to the administration of the grant projects for the length of the EECBG Program (36 months from date of grant award). The EECBG Program defines "administrative activities" as those that cannot be identified with any single program but are necessary to the general conduct of the activities of the entity organization. The cost of meeting the reporting requirements of the EECBG Program is excluded from the administrative cost limitation and will require further staff time.

Revisions: Due to changes in project allocations and the estimated time spent on administration of the eligible projects, staff proposes that the total allocation to Administration be decreased from \$68,424 to \$58,633.

Initial Cost: \$68,424

Additional or Ongoing Cost: No staff time budgeted for the administration of EECBG projects beyond this allocation.

Time table: Ready to initiate.

Additional Funding Sources

Grantees are encouraged to leverage EECBG funds with other grants or funding sources to maximize the total energy related benefits resulting from the program. The Village will continue to pursue additional grants and funding sources. If additional funding outside of the EECBG Program is not secured, the Village will pursue these projects to maximize the benefit of the allocated \$515,000.

Implementation

Funds will be paid to the Village in advance of implementing each project through the Department of Treasury.

The Village will be notified and issued the awarded funds after the revised application is submitted. The DOE expects to make the funding award prior to the end of September if the revised application is submitted by the end of the week of September 14, 2009.

The submitted Energy Efficiency and Conservation Strategy may be amended after the award is made. Village staff would work with the assigned award administrator to make plan changes should new opportunities become a higher priority than the initial projects.

For each project where a purchase is involved, detailed proposals will be brought to the Village Board for review prior to the expenditure of funds.

RECOMMENDATION:

Request approval to submit revised Department of Energy application for multiple projects funded by the Energy Efficiency and Conservation Block Grant (EECBG) Program

Attachments

ATTACHMENT "A"

updated 9/10/2009

PROJECT LIST FOR ENERGY EFFICIENCY & CONSERVATION BLOCK GRANT (EECBG) 2009			
PROJECT	DEPARTMENT	\$515,000 Available COST ESTIMATE	COMMENTS *
PROJECT	DEPARTMENT	COST ESTIMATE	RETURN ON INVESTMENT *
1 Lighting Retrofit Public Works Center and Fleet Services Building	Public Works	59,004	123,556 kWh, 69.3 metric tons of CO2, & \$9,447 saved annually Return on investment estimated 6.5 years
2 Village Hall Canopy Sconces; LED conversion - (50) @ \$65 each plus Village labor cost for installation	Public Works	7,306	20,075 kWh, 14.4 metric tons of CO2, & \$977 saved annually Immediate maintenance cost savings; estimated 7 year payback, if DCEO incentive obtained, payback estimated at 4 years.
3 Public Works Center energy efficient window replacement	Public Works	50,500	34,000 kWh, 3,000 therms, 39.5 metric tons of CO2, & \$4,114 saved annually Estimated 12 year payback
4 Village Hall, Public Works Building & Fleet Services; LED parking lot light retrofit - (65) @ \$625 each	Public Works	40,625	48,372kWh, 34.9 metric tons of CO2, & \$2,697 saved annually Technology Upgrade; energy savings; 14 estimated year payback
5 Village Hall Roof Reconstruction - Insulation replacement & Energy Star Roof membrane	Public Works	165,000	Approximately 23.2 metric tons of CO2, 3,709 therms & 6,606 kWh, \$4,531 saved annually Reduced energy & emissions, meets a 2008-2009 Board goal and continues to add LEED credits to Village buildings
6 Residential Energy Audit Program; initial equipment purchase, inspector training, & 2/3 inspector salary	Dev Services (Code)	83,075	Promoting green efficiencies; pay 2/3 of inspector salary/benefits Variable based upon site and audit results; portion of staff salary paid
7 Development of Green Residential Building Codes	Dev Services (Code)	25,857	Benefit from increased energy efficiency in new buildings; creates a sustainable program Long-term program will increase energy efficiency and promote environmentally sound homes & renovation projects
8 Village Building Recycling Program and container purchase	Gen Gov	25,000	Benefit from on-site recycling program. Easier for employees to participate. Decrease emissions; volume of recycled materials increases
Administration of EECBG programs **	Various	58,633	Salaries paid for time spent on EECBG programs Salaries paid for time spent on EECBG programs
TOTAL		515,000	
Grant funds allocated		-515,000	
Anticipated Potential Incentives from DCEO		22,377	
* The Village has a franchise agreement with ComEd therefore return on investment & cost savings are theoretical at this time			
** Administration funds may be used as contingency to supplement other projects			

Project	Cost	Admin Cost	Total Cost	Anticipated		Potential Total Cost
				DCEO	Incentive	
1 Residential Energy Audit Program	\$83,075	\$26,364	\$109,439	\$0	\$0	\$109,439
2 Lighting Retrofit Public Works Buildings	\$59,004	\$1,690	\$60,694	\$9,884	\$0	\$50,810
3 LED Conversion Village Hall Canopy Sconces	\$7,306	\$1,521	\$8,827	\$3,493	\$0	\$5,334
4 Public Works Center Window Replacement	\$50,500	\$1,352	\$51,852	\$0	\$0	\$51,852
5 Village Hall Roof Replacement	\$165,000	\$2,704	\$167,704	\$0	\$0	\$167,704
6 Building Codes & Inspections Green Res Code	\$25,857	\$20,270	\$46,127	\$0	\$0	\$46,127
7 Recycling Program Expansion	\$25,000	\$3,042	\$28,042	\$0	\$0	\$28,042
8 Lighting Parking Lots	\$40,625	\$1,690	\$42,315	\$9,000	\$0	\$33,315
	\$456,367	\$58,633	\$515,000	\$22,377	\$0	\$492,623



VILLAGE OF HOFFMAN ESTATES
 DEPARTMENT OF DEVELOPMENT SERVICES
 PLANNING DIVISION MONTHLY REPORT

SUBMITTED TO PLANNING, BUILDING & ZONING COMMITTEE
 SEPTEMBER 2009

(NOTE: Items in *italicized text* indicate projects with a high level of activity during the most recent monthly period.)

PLAN COMMISSION

SEPTEMBER 2, 2009 - MEETING SUMMARY

APPLICANT ADDRESS	REQUEST	RESULT
Meeting canceled		

Upcoming Meeting: September 16, 2009
 Meeting canceled

Upcoming Meeting: October 7, 2009
 No petitioners scheduled yet

Upcoming Petitioners and Related Activities
St. Alexius Medical Center Campus, 1555 North Barrington Road - Plat of resubdivision
Southeast corner of Hassell & Barrington - Site plan for gas station/retail buildings
Beacon Point Phase II - Annexation Agreement Amendment and site plan for residential/commercial development.
Prairie Stone Parcel 24 - Plat of resubdivision and site plan amendment
Police Department - Rezoning, plat of consolidation
Shree Jalaram Mandir Expansion, 425 Illinois Boulevard - Site plan for parking and building expansion.
Alliance Church, 665 Grand Canyon Parkway - Site plan for parking lot expansion
Poplar Creek Crossing Shopping Center - Plat of resubdivision and site plan amendment
Bright Hope, northwest Corner Hassell and Stonington - Site plan amendment for site improvements
Poplar Creek Crossing New Restaurant - Site plan amendment for façade change (administrative approval)
Maranatha Church, southwest corner of Berner and Shoe Factory Roads - Annexation and site plan for new church
 Prairie Pointe (Prairie Stone Parcel 23) - Site plan for gas station/retail building
 High School District 211, Berner Road - Subdivision plats for single-family homes
 Church, west side of Rohrssen Road, south of Shoe Factory Road - Annexation and site plan for new church
 Prairie Stone, Sears parcel (next to helipad) - Site plan for small office on outparcel
 Prairie Stone, Parcel 8 - Site plan for a new office/warehouse building(s)

ZONING BOARD OF APPEALS

SEPTEMBER 1, 2009 - MEETING SUMMARY

APPLICANT ADDRESS	REQUEST	RESULT
Meeting canceled		

Upcoming Meeting: September 15, 2009

Resident, 5110 Chambers - Variation for deck
 Resident, 435 E. Bluebonnet - Variation for residence & garage size
 Tollway, LLC, Pembroke Avenue - Sign variation (*con't from 8/18*)
 Subway, 1411 Palatine Road - Sign variation (*con't from 8/18*)
 Barrington Square Animal Hospital, 2370 W. Higgins Road - Sign variation
 Verizon/HEHS, 1100 W. Higgins Road - Special use and variation for communication antennas

Upcoming Meeting: October 6, 2009

Sutton Crossing, Routes 59 & 90 - Sign variations
 Midwest Goldbuyers, 1 Golf Center - Special Use for gold buying business
 Sherwin Williams, 695 W. Golf - Sign variation
 Clearwire/Sprint/Sears, 3333 Beverly Rd - Special use and height variation for communication antennas (*con't from 8/18*)
 Clearwire/Sprint/DOB2, 1585 N. Barrington Rd - Special use & height variation for comm. antennas (*con't from 8/18*)
 Clearwire/Sprint/Conant, 700 Cougar Trail - Special use and height variation for comm. antennas (*con't from 8/18*)

Upcoming Petitioners:

Clearwire/Sprint, 750 Salem Drive - Special use & variation for communication antennas
 Clearwire/Sprint/VOHE, 3990 Huntington - Special use for communication antennas
 Clearwire/Sprint/VOHE, 95 Aster - Special use for communication antennas
 Clearwire/Sprint/VOHE, 4690 Olmstead - Special use for communication antennas
 Citibank, 2550 N. Sutton - Setback and lot size variations
 Buffalo Wild Wings, 2540 N. Sutton - Setback and lot size variations
 T-Mobile/Village of Hoffman Estates, 2550 Beverly Road - Special use for cell antennas
 T-Mobile/Village of Hoffman Estates, 4690 Olmstead Drive - Special use for cell antennas
 Water Park H₂Otel's Prairie Stone LLC, 5555 Prairie Stone Parkway - Master Sign Plan
 Prairie Pointe (Prairie Stone Parcel 23) - Master Sign Plan

GENERAL ACTIVITIES

General Planning Efforts. Staff has held several meetings to discuss various sites that may be the subject of future development or redevelopment. Staff has also continued to stay in contact with recently approved projects that have not yet started construction to determine if any assistance can be provided to facilitate the projects moving forward. Planning staff has also been assisting the Economic Development Division with the creation of materials and documents that have been added to the Village's website to market individual properties within the Village.

Prairie Stone Entertainment District. Staff is working with the Economic Development Director on coordinating the Prairie Stone Entertainment District streetscape and signage project. As part of the Saddle Room/OTB final plans, staff worked with the owner to incorporate some streetscape elements into their project that will coincide with the Village's goals along Prairie Stone Parkway and Pratum Avenue.

Coordination is being done with businesses, including Cabela's, regarding their signage needs and how they will fit with the Village efforts. A significant public/private signage opportunity is being implemented for Tollway signage with Cabela's playing a major role in this effort. Staff is currently working to develop possible locations and designs for Entertainment District signs at the three primary entrances to the District and talking to businesses who may be interested in funding/partnering on these signs.

COMMUNITY DEVELOPMENT BLOCK GRANT

General. Staff is working on regular report items that are periodically due to HUD. With recent staffing changes in the Division, meetings have also begun with an experienced CDBG consultant who is assisting with program management and with training of additional staff members.

2009 Annual Action Plan. Planning staff submitted the 2009 Annual Action Plan to HUD in advance of the required August 15, 2009 submittal date. This plan establishes the Village's budget for the use of CDBG funds for upcoming Program Year 4 (October 2009-September 2010). The Action Plan is posted on the Village's website at www.hoffmanestates.org/cdbg.


Single-Family Housing Rehabilitation. North West Housing Partnership (NWHP) is working on the current 2008 program year. There are 10-15 homeowners currently proceeding through the application process.

Barrington Square Street Light Project. The contractor has completed work on Phase 1 of the Barrington Square neighborhood infrastructure street light installation. The 2009 Annual Action Plan designates funds for a Phase 2 project.

Spring Mill Drive Reconstruction Project. Staff completed the Annual Action Plan amendments necessary to reallocate CDBG funds toward the reconstruction of a portion of Spring Mill Drive, which is an eligible neighborhood infrastructure project. Construction is proceeding on Spring Mill Drive and should be complete in the near future.

Audit. HUD has provided another review letter regarding the 3-day audit that took place the week of April 13. This letter required further documentation and a detailed response from the Village. The Village response was sent to HUD on August 19, 2009, in accordance with HUD's mandated 7-day response time.

American Recovery and Reinvestment Act Allocation (CDBG-R). Planning staff submitted the required Substantial Amendment to the 2008 Annual Action Plan to HUD in advance of the June 5, 2009, deadline. The \$81,078 grant is being made available to Hoffman Estates through HUD as part of the American Recovery and Reinvestment Act (ARRA). The funds will be used to complete a significant sidewalk reconstruction and accessible ramp upgrade project in the Barrington Square neighborhood, which contains the Village's highest concentration of CDBG eligible residents that are served by public streets. The Village has received the formal Grant Agreement for these funds from HUD. The invitation to bid has been posted, with bids due September 14, 2009 and it is anticipated that a recommendation to award the bid will be presented to the Village on September 21, 2009. The goal is to implement this project as quickly as possible. Transportation and Engineering field staff are working with the Planning Division to implement this project.



Peter Gugliotta, Director of Planning Division



CODE ENFORCEMENT

**MONTHLY REPORT
SUBMITTED TO PLANNING, BUILDING & ZONING COMMITTEE**

September, 2009

Attached is the monthly report for Code Enforcement for the period ending August 31, 2009.

Don Plass, Director of Code Enforcement

ACTIVITIES

On August 6, 2009, Don Plass and Ray Norton attended the Northwest Building Officials and Code Administrators (NWBOCA) monthly meeting, which was held at B & F Technical. The meeting was an all day training session on Residential Fire Suppression Systems with the conclusion being an actual comparison of two room fires: one without a sprinkler installed and one room with a sprinkler system installed. The first room without a sprinkler system smoldered for about 2 minutes before becoming a flash over. The second was extinguished within 19 seconds.

On August 7, 2009, Betty Melligan conducted the relay for Life Health Inspection at the CCIA.

On August 8, 2009, Betty Melligan conducted the Party in the Park Health Inspection at High Point Park. Don Plass represented the Code Enforcement Division and the Com Ed Community Energy Challenge.

On August 8, 2009, David Banaszynski attended a mass casualty training event at Dominican University in River Forest.

On August 15, 2009, David Banaszynski attended the Village's Recycling Event held at the Public Works Facility.

On August 18, 2009, David Banaszynski attended the Illinois Environmental Health Associations Annual Food Safety Summit in Elgin.

On August 18, 2009, Don Plass attended a Community Energy Challenge meeting in Chicago.

On August 21, 2009, Don Plass and Ray Norton provided a seminar for the Hoffman Estates Park District 50+ Club. The topic was "A Homeowner's Guide to Electrical Repairs." The group learned about the Code Enforcement Division and why permits are needed along with how to change outlets into ground fault interrupted circuits and installing a light dimmer switch.

On August 29, 2009, Betty Melligan conducted the Business Under the Big Top Health Inspection at the Poplar Creek Crossing Shopping Center.

EMERGENCY CALL OUTS

On August 26, 2009, David Banaszynski was called out to Burger King at 50 E Higgins for a small kitchen fire.

DEMOLITION PERMITS

2300 W. Higgins Rd. – former Menards building

CONSTRUCTION INSPECTIONS

Inspections performed:

• Structural	87	• Mechanical	47
• Electrical	37	• Other	238
• Plumbing	45		

CITATIONS

John Borchers
4270 N. Sturbridge
Working without a permit – roof

Dennis Brooks
2030 Carling
Debris on property

R. Brooks
1392 W. Oakmont
Tall grass/weeds

Gary Catton
1685 Bedford
Unapproved gravel driveway

Ju Chang Chi
5513 McDonough
Improper storage

Constantina De La Torre
3864 Moulin
Inoperable vehicle on driveway and improper storage

CODE ENFORCEMENT MONTHLY REPORT

SEPTEMBER, 2009

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Abolghasem Jahanban (owner)
895 Rosedale
Home occupation creating nuisance

Wolfgang Kittner (tenant)
895 Rosedale
Home occupation creating nuisance

Anthony Kozlowski
715 Mohave
Failure to maintain exterior surfaces, failure to maintain garage and tall grass/weeds

Lakewood & Barrington Rd. LLC
North of Fountain Crossing Shopping Center
Failure to maintain outdoor lighting and tall grass/weeds

Cynthia Maheras
750 Maywood
Obstruction of the right of way, improper storage and tall grass/weeds

Theodore Lapinski
2000 Hilltop
Improper storage

Lynn Mattefs
1392 W. Oakmont
Tall grass/weeds

James Mattson
2007 Parkview Circle West
Failure to maintain exterior surfaces

Olander Inc.
625 Frederick
Inoperable vehicles (2)

Elcin Ozbay
4420 Huntington
Working without a permit – siding

CODE ENFORCEMENT MONTHLY REPORT

SEPTEMBER, 2009

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Pradip Patel
250 Princeton
Early/late garbage set out

John Perry
1550 Fairfield
Failure to maintain exterior surfaces and inoperable vehicle

RN Realty
LaStrada Rest., 2380 Lakewood
Tall grass/weeds

John Schneidwind
4275 Eisenhower Circle
Obstruction of the right of way, tall grass/weeds and improper storage

Hope Shiba
75 Kingman
Failure to maintain accessory structures, failure to maintain exterior surfaces,
Debris accumulation on property and tall grass/weeds

Shoe Factory Rd. LLC
Beacon Pointe – west of Beverly
Tall grass/weeds

Nancy Stray
1165 Apple
Unapproved gravel driveway

Zbigniew Styrna
639 Illinois
Sheds erected without permits, garage required, fence erected without a permit
and failure to maintain exterior surfaces

Armoando Gamba
2350 Hassell Rd.
West entry unsafe & failure to correct violation(5)

CODE ENFORCEMENT MONTHLY REPORT

SEPTEMBER, 2009

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Edward Wasilik
4015 Suffolk
Removal of Placard

Wojciech Duda
720 Olive
Grass/weeds over 10 inches

Joel Berger
860 Woodlawn
Grass/weeds over 10 inches

Robert Snell
905 Basswood
Failure to pay garbage bill

Charles Bradley
1872 Stockton
Failure to pay garbage bill

Sharon Czarnecki
1400 W. Sapphire
Failure to pay garbage bill

Lazaro Sanchez
1902 Jamestown Cir.
Failure to pay garbage bill

Cherie Mazan
1708H Fayette Walk
Failure to pay garbage bill

Horacio Zamudio
955 Olive St.
Failure to pay garbage bill

Tina Poland
685 Bode Rd.
Failure to pay garbage bill

CODE ENFORCEMENT MONTHLY REPORT

SEPTEMBER, 2009

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Deloris Frazier
435 Arlington St.
Failure to pay garbage bill

John Dyke
4130 William Ct.
Failure to pay garbage bill

Brenda Howard
1710 Sessions
Failure to pay garbage bill

Martin Munoz
1954 Hancock
Failure to pay garbage bill

Tanya Adams
600 Ashland
Failure to pay garbage bill

Robert Klech
280 Navajo
Failure to pay garbage bill

Eugene Short
1722 B Fayette walk
Failure to pay garbage bill

Michael Santow
721 Ascot Ct.
Failure to pay garbage bill

Michael Oshea
720 Ash
Failure to pay garbage bill

Javad Rahmaniasl
505 E. Thacker
Failure to pay garbage bill

CODE ENFORCEMENT MONTHLY REPORT
SEPTEMBER, 2009
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Jeffery Adler
1685 Kingsdale
Failure to pay garbage bill

Duck Ha Ryoo
1718 Queensbury
Failure to pay garbage bill

Aurellio Pacheco
440 Flagstaff
Failure to pay garbage bill

Rhonda Hokinson
2066 Sutherland
Failure to pay garbage bill

Angelica Garcia
1819 Bristol Walk
Failure to pay garbage bill

Tony Ray
1721 Bristol Walk
Failure to pay garbage bill

Zia Ahmed
1763 Bristol Walk
Failure to pay garbage bill

George Young
1909 Jamestown Cir.
Failure to pay garbage bill

James Leflar
1581 Cornell
Failure to pay garbage bill

Brian Doney
1702 Sessions Walk
Failure to garbage bill

CODE ENFORCEMENT MONTHLY REPORT

SEPTEMBER, 2009

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Elizabeth Craig
1450 Gentry
Failure to pay garbage bill

Michael Stout
890 Olive St.
Failure to pay garbage bill

Juan Ramos Mayorga
2216 Harwinton
Failure to pay garbage bill

Barbara Janiec
1720 Sussex Walk
Failure to pay garbage bill

Abel Paredes
1962 Liberty Pl
Failure to pay garbage bill

Aaron Mejia
4001 N. Parkside
Failure to pay garbage bill

Abdelkhalek Bitre
2020 Shepard
Failure to pay garbage bill

Sean Gannon
545 Edgemont
Failure to pay garbage bill

Maswamba Musikiwamba
2015 Sudbury
Failure to pay garbage bill

Andy Dadlani
1842 Stockton
Failure to pay garbage bill

CODE ENFORCEMENT MONTHLY REPORT

SEPTEMBER, 2009

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Genaro Vlasquez
2165 Greystone
Failure to pay garbage bill

Frank Zilinger
4436 Trailside Ct.
Failure to pay garbage bill

Carmen Velez
2220 Harwinton
Failure to pay garbage bill

Veronica Douglas
376 Juniper tree Ct.
Failure to pay garbage bill

Karen Harvey
1730 Monticello
Failure to pay garbage bill

John Biddle
1210 Highland
Failure to pay garbage bill

Jose Rodriguez
1883 Williamsburg
Failure to pay garbage bill

Dominic Monaco
1760 Pebblewood
Failure to pay garbage bill

Lynette Sanders
1859 Grantham
Failure to pay garbage bill

Khalil Laboy
1687 Queensbury
Failure to pay garbage bill

CODE ENFORCEMENT MONTHLY REPORT
SEPTEMBER, 2009
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Suzanne DeMaria
570 Flagstaff
Failure to pay garbage bill

Fakiledé Modupe
1842 Wellington
Failure to pay garbage bill

Rodney White
1990 Georgetown
Failure to pay garbage bill

Lawanda Rogers
1760 Ashley
Failure to pay garbage bill

Olaniyan Olabisi
1925 Georgetown
Failure to pay garbage bill

Ramiro Avila
1961 Cheltenham
Failure to pay garbage bill

Charmaine Allen
1768 Sussex
Failure to pay garbage bill

Michelle Larsen
1875 Grantham
Failure to pay garbage bill

Christina Reyes
609 Wainsford
Failure to pay garbage bill

Melvin Shropshire
830 Cumberland
Failure to pay garbage bill

CODE ENFORCEMENT MONTHLY REPORT

SEPTEMBER, 2009

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Mary Robinson
1989 Dunmore
Failure to pay garbage bill

Randol Henson
740 Hillcrest
Failure to pay garbage bill

Chhaya Chhat
1796 Bristol Walk
Failure to pay garbage bill

Stanley Przybylski
244 E. Berkley
Failure to pay garbage bill

Stan Sikora
1710 Highland
Failure to pay garbage bill

Janice Lyter
1696 Kingsdale
Failure to pay garbage bill

Wesley Ewald
355 Navajo
Failure to pay garbage bill

Charles Igwekala
1844 Bristol Walk
Failure to pay garbage bill

Denise Picicci
1576 Cornell Cir.
Failure to pay garbage bill

James Varghese
1801 Marquette
Failure to pay garbage bill

CODE ENFORCEMENT MONTHLY REPORT
SEPTEMBER, 2009
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Mike Olsen
1775 Pierce
Failure to pay garbage bill

Brett Dunkel
75 Kingman
Failure to pay garbage bill

Benjamin Kim
4480 Opal
Failure to pay garbage bill

Dartmoor Homes
1680 Heron Way
Vacant structure in disrepair

Dartmoor Homes
5415 Nicholson
Driveway in a dangerous condition

Dartmoor Homes
Yorkshire Woods Subdivision
Debris accumulation

Dartmoor Homes
Devonshire Woods Subdivision
Nonpayment of fees due

Susan Magan
1000 Apricot
Tall grass/weeds

Patricia Schmalgemeier
1020 Apricot
Tall grass/weeds

RESIDENTIAL INSPECTION REPORT

The initial inspections have been completed for all single family residences north of Golf Rd. and south of I-90. Letters have gone out to the addresses that have violations and the re-inspections are ongoing.

MULTI-FAMILY LICENSING REPORT

Multi-Family Property re-inspections are on-going.

CLEAN SWEEP PROGRAM

The Clean Sweep Program was conducted on June 5, 2009. The “clean Sweep” involves teams driving through single-family neighborhoods looking for the most common property maintenance issues. Owners were notified by mail if a violation was identified on their property and were given a time frame to comply.

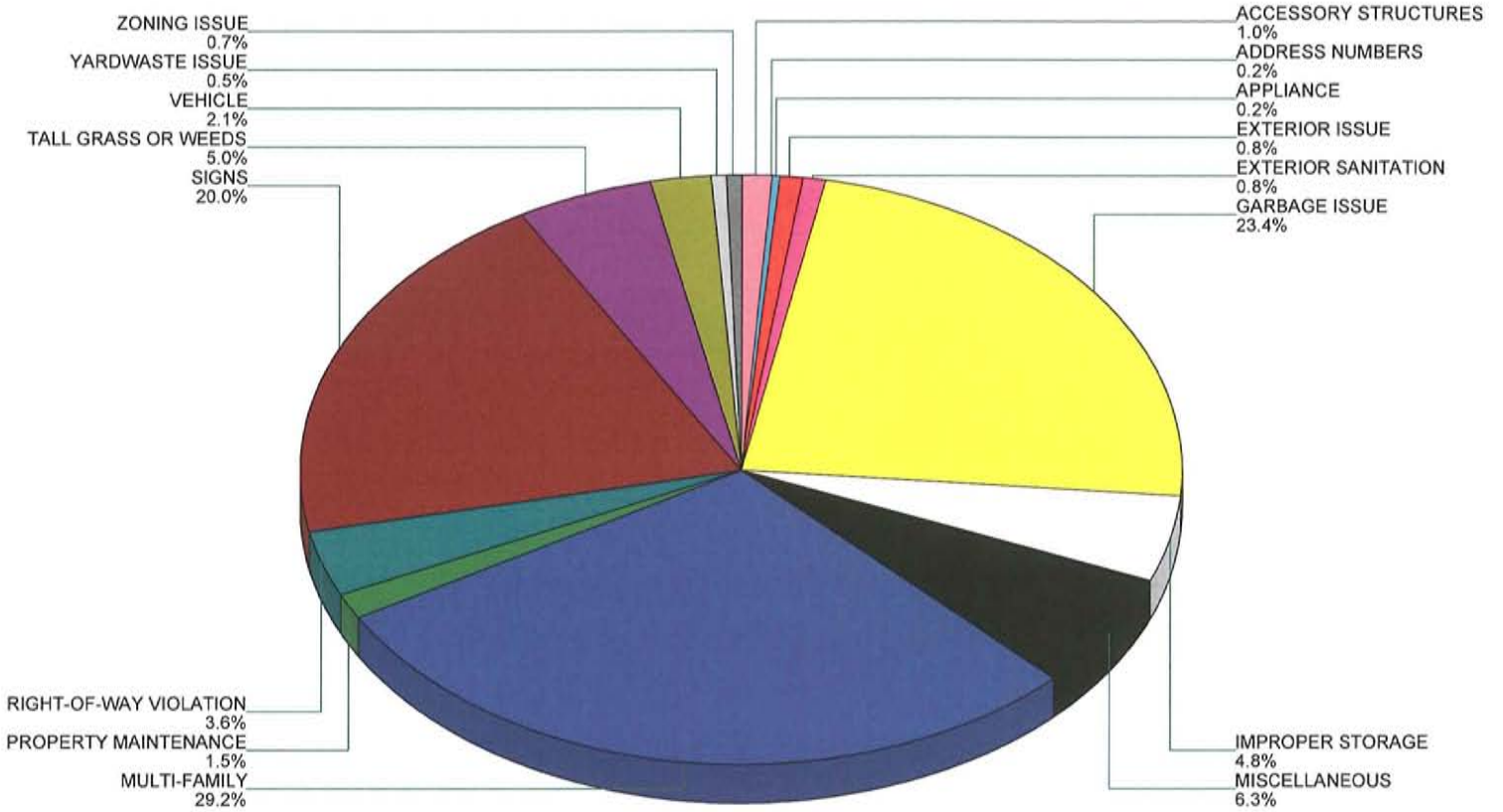
Total Violations	463
Complied	362
Open Violations	101

ENVIRONMENTAL HEALTH INSPECTION REPORT

The following table presents a breakdown of the different types of inspections the Health Officer performs. Inspections are performed mainly at food establishments; however the Health Officer also inspects day care centers, public pools, beauty salons etc. These inspections can be routine, license or complaint driven. Food establishments are divided into the risk categories of high, moderate or low/minimal risk. A high risk establishment presents a high relative risk of causing foodborne illness based on the large number of food handling operations typically implicated in foodborne outbreaks and/or the type of population served by the facility. Banquet facilities, nursing homes, and large operations such as Sears Holdings cafeteria are defined as high risk and are inspected more frequently than other risk categories. Fast food, grocery stores and day care facilities present a moderate risk to the public while the low risk category is reserved for convenience stores, coffee houses and similar facilities. There are over 250 establishments that require inspections each year.

ACTIVITY	THIS MONTH	YEAR TO DATE
High Risk	1	152
Moderate Risk	15	94
Low Risk	1	22
Swimming Pools	1	22
Other Inspections	17	98
Totals:	35	388

Monthly Code Violation Summary Report 8/1/2009 - 8/31/2009



Violation Type	Total
ACCESSORY STRUCTURES	6
ADDRESS NUMBERS	1
APPLIANCE	1
EXTERIOR ISSUE	5
EXTERIOR SANITATION	5
GARBAGE ISSUE	142
IMPROPER STORAGE	29
MISCELLANEOUS	38
MULTI-FAMILY	177
PROPERTY MAINTENANCE	9
RIGHT-OF-WAY VIOLATION	22
SIGNS	121
TALL GRASS OR WEEDS	30
VEHICLE	13
YARDWASTE ISSUE	3
ZONING ISSUE	4
TOTAL	606

PERMIT REPORT

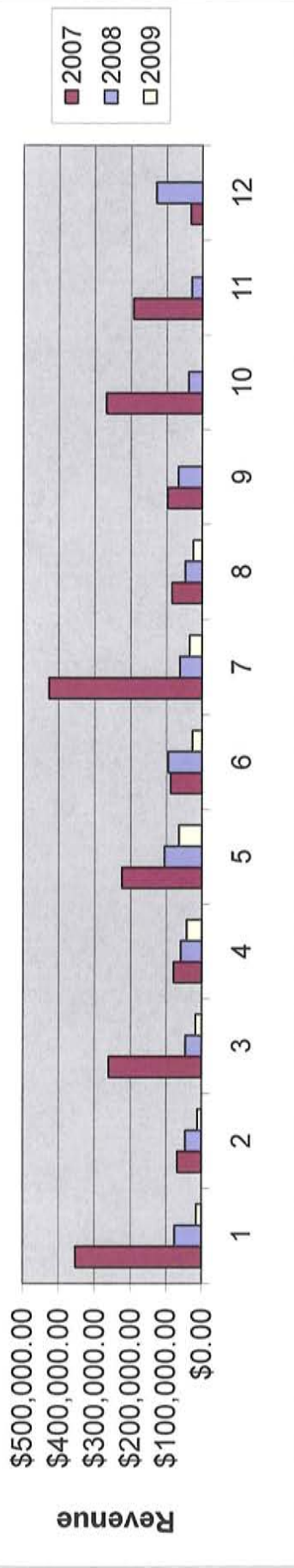
DESCRIPTION	2008 YEAR-TO-DATE # OF PERMITS (not including current month)	2008 AUGUST # OF PERMITS	2008 TOTAL YEAR-TO-DATE # OF PERMITS	2009 YEAR-TO-DATE # OF PERMITS (not including current month)	2009 AUGUST # OF PERMITS	2009 TOTAL YEAR-TO-DATE # OF PERMITS
Business Remodeling	47	4	51	40	7	47
Demolition	9	0	9	2	1	3
Driveways	149	32	181	129	31	160
Electrical	52	5	57	106	7	113
Fences	86	11	97	95	17	112
Mechanical	77	25	102	80	17	97
Miscellaneous Permits	95	8	103	69	42	111
Multi-Family Remodeling	24	28	52	1	0	1
New Business	2	1	3	3	0	3
Plumbing	136	0	136	126	12	138
Pools - Above Ground	33	17	50	11	2	13
Pools - In-Ground	6	3	9	0	0	0
Residential Decks	43	0	43	42	9	51
Residential Patios	84	9	93	80	15	95
Residential Garages	47	13	60	3	0	3
Residential Remodeling	62	2	64	62	6	68
Residential Sheds	26	9	35	23	7	30
Roofs/Siding	371	4	375	421	122	543
Signs	175	73	248	72	9	81
Single Family Residences	68	30	98	9	0	9
Town Homes/Duplexes	4	7	11	0	0	0
		0				
TOTALS	1596	281	1877	1374	304	1678

Permit Revenue Comparison

	2009 Budget	\$680,940.00
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Year	2007	2008	2009
Jan.	\$354,681.74	\$75,235.48	\$14,988.31
Feb	\$68,301.48	\$45,474.16	\$11,279.07
Mar	\$261,861.42	\$44,994.58	\$17,251.32
Apr	\$78,271.92	\$58,869.25	\$41,817.20
May	\$223,896.39	\$105,165.22	\$64,316.18
Jun	\$88,629.82	\$95,125.07	\$26,933.37
Jul	\$427,576.72	\$62,087.77	\$34,829.98
Aug	\$84,385.76	\$46,856.30	\$24,545.20
Sep	\$97,806.54	\$66,306.76	
Oct	\$268,766.39	\$38,290.37	
Nov	\$193,315.04	\$29,903.48	
Dec	\$32,444.64	\$129,259.48	
Revenue	\$2,179,937.86	\$797,567.92	\$235,960.63
Elevator Invoices	-\$26,290.00	-\$27,610.00	
Total Revenue	\$2,153,647.86	\$769,957.92	\$235,960.63

Permit Revenue by Month



Total Revenue includes building permits, fire permits and Temporary Certificates of Occupancy.