

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL WORKSHOP**  
**SEPTEMBER 8, 2009 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Bid: Prentiss Creek Area Hybrid Street Lights (SL-002)	✓ Resolution Ordinance Motion Discussion Only	Nan R. Newlon, P.E. Director of Public Works

**SYNOPSIS**

A resolution has been prepared to approve the purchase of 25 hybrid wind and solar powered LED streetlights from King Luminaire Inc. of Jefferson, Ohio, in the amount of \$270,000.

**STRATEGIC PLAN ALIGNMENT**

The Five Year Plan and Goals identified *Exceptional Municipal Organization* with the supporting objective of *Being "Green" Mindful in Village Operations*.

**FISCAL IMPACT**

The FY09 budget includes an out-year allocation of \$300,000 in Capital Projects Fund for the purchase and installation of street lights in the Prentiss Creek subdivision. During discussions about the Plan, this project was identified as a likely grant recipient and it was decided that if the Village were successful in obtaining grant funding it would be advanced.

The project cost includes purchasing the streetlights as well as contracting for their installation. The cost to purchase the street lights is \$270,000. The installation of these lights will be bid separately and the cost is estimated to be \$40,000, bringing the estimated total project cost to \$310,000. The Village has been awarded a grant from the DuPage Community Development Block Grant Program in the amount of \$150,000 towards this project. As a result, the total cost for the Village for this project is estimated to be \$160,000. For comparison, the cost of the same number of traditional streetlights would be approximately \$200,000 to \$250,000.

**RECOMMENDATION**

Approval on the September 15, 2009, consent agenda.

**BACKGROUND**

On September 16<sup>th</sup>, 2008 a public hearing was held to consider the application of three CBDG applications, including the Prentiss Creek Street lights, and following the public hearing the Village Council authorized the submission of the grant applications. A resolution was approved on April 21, 2009 which authorized execution of an agreement with DuPage County in accordance with the grant requirements.

Following approval of the grant, staff worked with residents in the Prentiss Creek neighborhood to determine what type of lighting system would best meet the neighborhood's lighting needs. Following an extensive review of both solar and hybrid technologies, the residents and staff agreed the hybrid technology was the preferred lighting system.

The materials for the hybrid street lights were competitively bid on July 23, 2009 and resulted in only one company capable of meeting the bid specifications. Under the conditions listed in the agreement for the Dupage Community Development Block Grant, there had to be a minimum of two bidders, otherwise it is

necessary to secure procurement by a noncompetitive proposal. The Village submitted the required documentation to Dupage County to secure procurement through a noncompetitive bid process and was approved to use King Luminare as a sole source vendor on August 18, 2009. The Village requested a best price proposal from King Luminare and received the following:

<b>Vendor</b>		<b>Bid Price</b>
July 23, 2009 Bid	King Luminaire Inc., Jefferson, OH	\$309,500.00
August 21, 2009 non-competitive proposal	King Luminaire Inc., Jefferson, OH	\$270,000.00

The new lighting in the subdivision will have a positive impact on reducing operating costs as well as providing enhancements to a neighborhood that otherwise had no street lighting. The new hybrid street lights will also have environmental benefits. The installation of these lights will be a separate contract that will be bid later. Installation is anticipated late this fall.

**ATTACHMENTS**

Resolution

Contract

Staff Report: CDBG Block Grants Application, September 9, 2008

Executed CDBG Agreement

Noncompetitive Proposal Letter to DuPage County

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND KING LUMINAIRE CO., INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the “Agreement”), between the Village of Downers Grove (the “Village”) and King Luminaire Co., Inc. (the “Contractor ”), for twenty-five (25) hybrid wind and solar powered LED streetlights in the Prentiss Creek area , as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_  
Village Clerk

## CONTRACT FOR PURCHASE OF HYBRID STREET LIGHTS

This Agreement is made this 31 day of August, 2009 by and between King Luminaire Company, Inc("Contractor") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village wishes to retain the services of the Contractor to provide green hybrid street lights for Prentiss Creek; and

WHEREAS, the Contractor is willing to provide these streetlights for compensation and in accordance with the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

### 1. SCOPE OF SERVICES

See attached letter dated August 21, 2009 which details the scope of this agreement and which is attached hereto and herein incorporated as Exhibit A

### 2. COMPENSATION

Attached hereto and herein incorporated as Exhibit A. The total cost of this contract shall not exceed \$270,000.00.

### 3. TAX EXEMPTION

The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Our federal identification number will also be provided to the selected Contractor.

### 4. VILLAGE ORDINANCES

The successful Contractor, now the Contractor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

### 5. USE OF VILLAGE'S NAME

Contractor is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

### 6. INSPECTION

The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Village as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.

### 7. DELIVERIES

All materials shipped to the Village must be shipped F.O.B. designated location, Downers Grove, Illinois.

**8. SPECIAL HANDLING**

Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Contractor shall also notify the Village and provide material safety data sheets for all substances used in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

**9. NONDISCRIMINATION**

Contractor shall, as a party to a public contract:

Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

By submission of this Bid, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.

It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service.

Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 68 ILL. Rev. Stat. Secs. 1-101 et seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

**10. SEXUAL HARASSMENT POLICY**

The Contractor, as a party to a public contract, shall have a written sexual harassment policy that:

Notes the illegality of sexual harassment;

Sets forth the State law definition of sexual harassment;

Describes sexual harassment utilizing examples;

Describes the Contractor's internal complaint process including penalties;

Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and

Describes the protection against retaliation afforded under the Illinois Human Rights Act.

**11. EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.

That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will include verbatim or by reference the provisions of this clause in every subcontract it

awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

**12. DRUG FREE WORK PLACE**

Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (A) abide by the terms of the statement; and
  - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

Establishing a drug free awareness program to inform employee's about:

- (1) the dangers of drug abuse in the workplace;
- (2) the Village's or Contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance programs;
- (4) the penalties that may be imposed upon employees for drug violations.

Providing a copy of the statement required by subparagraph 11.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of paragraph 11.1 above from an employee or otherwise receiving actual notice of such conviction.

Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**13. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

**14. PREVAILING WAGE ACT**

Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.

Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Contractor in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors must submit certified payroll records to the Village on a monthly basis. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class B misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this contract may be predicated upon receipt of said records.

In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Contractor's Certification.



Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

**15. PATRIOT ACT COMPLIANCE**

The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 11824) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**16. INSURANCE REQUIREMENTS**

Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section.9 below)	\$2,000,000	Annual Aggregate

Village of Downers Grove

Umbrella Liability \$ 5,000,000

Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".

Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.

Workers Compensation coverage shall include a waiver of subrogation against the Village.

Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.

Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.

Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.

All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors

and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**17. INDEMNITY AND HOLD HARMLESS AGREEMENT**

17.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors.

17.2 The Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its Subcontractors.

**18. SUBLETTING OF CONTRACT**

No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village. In no case shall such consent relieve the Contractor from his obligation or change the terms of the contract.

**19. TERMINATION OF CONTRACT**

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Contractor, for any reason.

The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days` written notice to the Awarded Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the

Village to the Contractor.

**20. BILLING AND PAYMENT PROCEDURES**

Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct it.

As this contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

Please send all invoices to the attention of: Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

**21. COMPLIANCE WITH OSHA STANDARDS**

Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

**22. CERCLA INDEMNIFICATION**

The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements can be met.

**23. COPYRIGHT or PATENT INFRINGEMENT**

The Contractor agrees to indemnify, defend, and hold harmless the Village against any suit, claim,

or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

**24. CAMPAIGN DISCLOSURE**

Any contractor, proposer, Contractor or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/Contractor/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

**25. GUARANTEE PERIOD**

The Contractor shall provide a guarantee in writing covering a minimum period of one (1) year after approval and acceptance of the work. The Guarantee shall be in such form as the Village may prescribe, unless otherwise noted in the Specifications, and shall be submitted before receiving final payment. If longer guarantees are required, they will be noted in the Special Provisions for this project.

**26. SUCCESSORS AND ASSIGNS**

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub-Contractors.

**27. WAIVER AND BREACH OF CONTRACT**

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

**28. CHANGE ORDERS**

The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.

Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original subcontract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

**29. SEVERABILITY OF INVALID PROVISIONS**

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

**30. GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

**31. NOTICE**

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager  
Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515**

And to the Contractor as designated on the Contract Form.

**32. AMENDMENT**

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

**33. LOBBYING ACTIVITY CERTIFICATION**

Because this contract is funded in whole or in part by a Community Development Block Grant , Contractor is required to complete the attached certification regarding lobbying activities.

**CONTRACT FORM**

**CONTRACTOR:**

King Luminaire Co Inc  
Company Name

August 31, 2009  
Date

1153 STATE Route 46N  
Street Address of Company

mdschwenger@kingluminaire.com  
E-mail Address

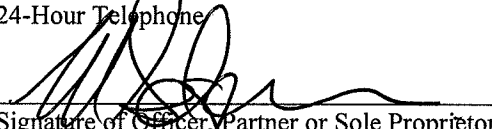
JEFFERSON, OHIO, 44047  
City, State, Zip

Mike Schwenger  
Contact Name (Print)

(440) 576 9073  
Business Phone

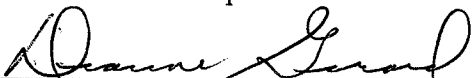
same  
24-Hour Telephone

(440) 576 9348  
Business Fax

  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Mike Schwenger-GM  
Print Name & Title

  
Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 56 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

**CONTRACTOR'S CERTIFICATION (page 1 of 3)**

With regard to Prentiss Creek Lights, Contractor KING Luminaire Co Inc  
(Name of Project) (Name of Contractor)

hereby certifies the following:

1. Contractor is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Contractor certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS §12-105(A)(4);
3. Contractor certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Contractor in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Contractor certifies that Contractor and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the Contractor, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed;
4. Contractor certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
5. Contractor further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Contractor is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Contractor further certifies that if it owes any tax payment(s) to the Department of Revenue, Contractor has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Contractor is in compliance with the agreement.



**CONTRACTOR'S CERTIFICATION (page 2 of 3)**

BY: \_\_\_\_\_  
Contractor's Authorized Agent

34-1412810

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me  
this 31 day of August, 2009.

*Valma Dianne Girard*  
Notary Public

VALMA DIANNE GIRARD, Notary Public,  
Regional Municipality of Halton, limited to  
the attestation of instruments and the taking  
of affidavits, for Stress Crete Limited and  
its subsidiaries and associated companies.  
Expires April 19, 2011.

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Contractor is a corporation organized and existing under the laws of the State of Ohio,  
which operates under the Legal name of King Luminaire Company Inc, and the  
full names of its Officers are as follows:

President: GREG BUTTON

Secretary: Dianne GIRARD

Treasurer: Dianne GIRARD

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach  
hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation  
which permits the person to execute the offer for the corporation.)

**(b) Partnership**

Signatures and Addresses of All Members of Partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR'S CERTIFICATION (page 3 of 3)**

The partnership does business under the legal name of: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

**(c) Sole Proprietor**

The Supplier is a Sole Proprietor whose full name is: \_\_\_\_\_  
and if operating under a trade name, said trade name is: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

6. Are you willing to comply with the Village's insurance requirements within 13 days of the award of the contract? \_\_\_\_\_

INSURER'S NAME: \_\_\_\_\_

AGENT: \_\_\_\_\_

Street Address: \_\_\_\_\_

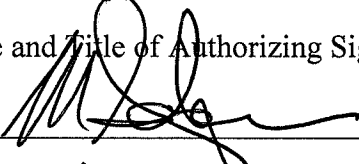
City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

I/We hereby affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: KING Luminaire Company Inc.

Print Name and Title of Authorizing Signature: Mike Schwenger

Signature: 

Date: August 31, 2009

Address: 1153 State Route 46N, Jefferson, OHIO 44047

Contact Name: Jim FULTZ Phone #: (440) 576 9073

Name of Project: Paentiss Creek Lighting

Contract Value: \$ 270,000 Date of Completion: Oct 31, 2009



**VENDOR W-9 REQUEST FORM**

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

**BUSINESS (PLEASE PRINT OR TYPE):**

NAME: King Luminaire Company Inc  
ADDRESS: 1153 State Route 46N  
CITY: JEFFERSON  
STATE: OHIO  
ZIP: 44047  
PHONE: (440) 576-9073 FAX: (440) 576-9348  
TAX ID #(TIN): 34-1412810

(If you are supplying a social security number, please give your full name)

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_  
STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**TYPE OF ENTITY (CIRCLE ONE):**

- Individual
- Sole Proprietor
- Partnership
- Medical
- Charitable/Nonprofit
- Limited Liability Company -Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation
- Corporation
- Government Agency

SIGNATURE: [Handwritten Signature]

DATE: August 31/2009

**Apprenticeship and Training Certification**

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies)

Name of Contractor: King Luminare Co Inc

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Contractor certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the Contractor will perform with its own forces. The Contractor further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Contractor shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Contractor is a participant and that will be performed with the Contractor's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The Contractor is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the bid.**

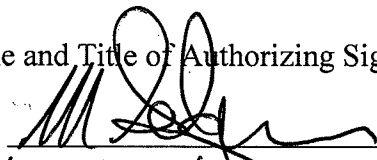
---

---

---

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.

Print Name and Title of Authorizing Signature: Mike Schwenger

Signature: 

Date: August 31/2009

**Suspension or Debarment Certificate**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00 contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Contractor certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this certification.

Company Name: King Luminaire Company Inc

Address: 1153 State Route 46 N

City: JEFFERSON Zip Code: 44047

Telephone: (440) 576 9073 Fax Number: (440) 576 9348

E-mail Address: mdschwenger@kingluminaire.com

Authorized Company Signature: 

Print Signature Name: Mike Schwenger Title of Official: General Manager

Date: August 31, 2009

**CAMPAIGN DISCLOSURE CERTIFICATE**

Any contractor, proposer, Contractor or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

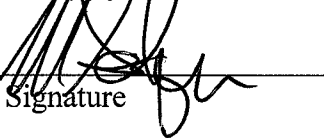
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/Contractor/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Contractor/vendor has not contributed to any elected Village position within the last five (5) years

  
Signature

Mike Schwenger  
Print Name

Contractor/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Lobbying Activity Certification**

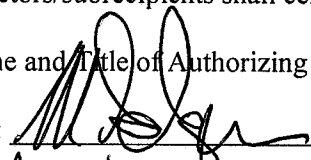
By submitting this offer and signing this certificate, the Contractor certifies to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid by or on behalf of Contractor 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 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 by Contractor or will be paid by Contractor 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 Federal contract, grant loan, or cooperative agreement, the Contractor recognizes that it is required to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

C. Contractor understands that the language of this certification must be included in any subcontracts and that any subcontractors/subrecipients shall certify and disclose accordingly.

Print Name and Title of Authorizing Signature: Mike Schwemmer - GM.

Signature: 

Date: August 31, 2009

**BID SUBMITTAL CHECKLIST**

Each Contractor's Bid Package must be submitted with all requisite forms properly completed, and all documentation included. The following list is not all-inclusive, but is designed to facilitate a good, competitive bidding environment.

1.  Instructions to Contractors read and understood. Any questions must be asked according to the instructions.
2.  Cover sheet filled-in
3.  Bid Form copies filled-in. All copies must have original signatures and seals on them.
4.  Bid Bond or cashier's check enclosed with bid package.
5.  Schedule of Prices completed. Check your math!
6.  Contractor Certifications signed and sealed.
7.  Letter from Surety ensuring issuance of Performance and Labor Bonds.
8.  Letter from Insurance Agent or Carrier ensuring issuance of required job coverage.
9.  Municipal Reference List completed.
10.  Vendor request form W-9 completed.
11.  Bid package properly sealed and labeled before delivery. If sending by mail or messenger, enclose in a second outer envelope or container. Project plan sheets do not have to be included with the bid package.





## KING LUMINAIRE COMPANY, INC.

August 21<sup>st</sup>, 2009

Kevin Bobikiewicz  
Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, IL 60515

Dear Mr. Bobikiewicz,

Thank you for the opportunity to provide The Village a quote for our products for the Prentiss Creek Street light project.

The **WIND & SOLAR POWERED LED HYBRID STREETLIGHT POLE** is a unique stand-alone off-grid street light that produces electricity from the wind and the sun to power a super-bright LED street light all night long!

The all-in-one design that we designed and developed is an environmentally friendly alternative to traditional street lighting systems. This product is unique to the market since it is the only hybrid wind and solar street light pole that uses the GUS Vertical Axis Wind Turbine (VAWT) in combination with solar photovoltaic panels on an articulating mount that can be positioned to optimize the exposure to the sun. All of the generated power is stored in batteries located in the base of the pole. The lighting is a high-efficiency LED streetlight that is as bright and intense as a traditional sodium vapor bulb but consumes a fraction of the power. No underground wires or services are required so this off-grid streetlight is fast and easy to install.

### **Benefits of the hybrid solar and wind streetlight:**

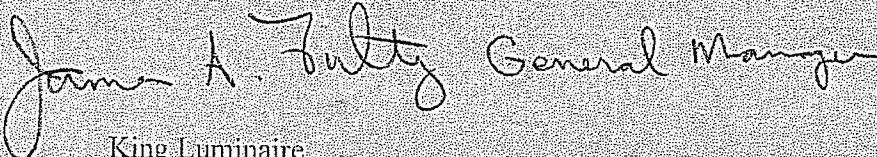
- Completely silent – no sound from the VAWT (nor the solar panels)
- Saves hundreds of dollars in electricity costs annually
- Installation is simple: direct burial spun concrete pole, no base, no trenching
- LED bulb throws the same amount of light on the street as sodium vapor lights at 1/10th the power consumption
- AGM sealed solar batteries in the base store enough power to light the LED bulb if there has been no wind or sun to recharge the batteries for 2 to 3 days
- Photosensitive switch turns on the LED light at dusk and off at dawn
- Works in all weather conditions – no worries about the rain, snow or ice
- Environmentally and wildlife friendly since birds and bats perceive the VAWT as a solid object
- Aesthetic and modern design

**KING LUMINAIRE**  
COMPANY INC

The installation and use of this unique "green" streetlight is ideal for the Village of Downers Grove since it provides the appropriate amount of light for the residents for the special price quoted.

This project will be one of our first installations of multiple hybrid street light poles and we expect it to be a high-profile showcase for the practical use of alternative energy. We believe that the Village of Downers Grove will be recognized for its forward thinking and effective use of the available funds and that this project will become an example for other similar developments. For this reason, we have proposed this special price that will be honored for any units purchased within 2009. We hope that Downers Grove will allow us to participate in media events and publicity that may be gleaned from this project in order to promote and increase awareness of this unique product -- that will ultimately lead to sales and the wide-spread use of these practical environmentally friendly and carbon-foot print reducing street lights.

Sincerely,

 General Manager  
King Luminaire

## **DETAIL SPECIFICATIONS for the WIND & SOLAR POWERED LED HYBRID STREETLIGHT POLE**

### **A. Intent:**

The work to be completed under this contract involves the supply of twenty five (25) Wind and solar powered LED hybrid streetlight poles. These streetlight poles are assembled with the use of several components specified herein. The bid for the Wind and solar powered hybrid streetlight pole shall use the specified products or equivalent as well as all cables and connectors necessary for a complete system ready to operate once assembled. The installation and assembly of the components that are included in the Hybrid streetlight system will be bid separately. The undersigned ( Contractor ) agrees to furnish to the Village of Downers Grove, an Illinois municipal corporation, here in after referred to as the Village, street lights conforming to the specifications attached here to, with such exceptions or Village of Downers Grove 20 modifications, as are here with set forth, and in accordance with the terms and conditions set forth here in.

### **B. Samples:**

Evidence in the form of samples may be requested (when required) if brand is other than specified. Such samples are to be furnished after the date of bid opening only upon request of the Village unless otherwise stated in the bid documents. If samples should be requested, such samples must be received by the Village no later than ten (10) days after formal request is made. When required, the Village may request full demonstrations of any item(s) bid prior to the award of any contract. Samples, when requested, must be furnished free of any expense to the Village, and if not used in testing or destroyed, will upon request, within thirty (30) days of receipt by the Village be returned at the Contractor s expense. Should it be required that the Village personnel travel outside the Village of Downers Grove to inspect product(s) or equipment, all expenses covering such travel shall be at the expense of the Contractor.

### **C. Quantities:**

Whenever a bid is sought seeking a source or supply for items or services, the quantities shall be construed as estimates, unless otherwise stated. The Village reserves the right to increase or decrease quantities stipulated depending on availability and quantities required. The Village shall be obligated to pay for only such quantities as may be ordered and accepted.

### **D. Materials to be Furnished:**

All necessary wiring, connectors and photocell for a complete assembly of the pole and components shall are included in this proposal. We are proposing to furnish all the materials to the specifications listed under a single pay item.

### **Specifications for the Pole:**

The streetlight pole shall be a 30 foot direct bury spun concrete pole with an open cavity in the base of the pole that houses a steel box large enough to install two 106 amp solar batteries, a wind and solar controllers, and an inverter all within the box contained in the base of the pole. The box shall be a minimum of 48" high. The pole shall have a steel access door mounted with stainless steel screws for access to the steel cabinet holding the above mentioned components.

Stresscrete catalogue number KAH25-G-E11 c/w mounting plates or equivalent. The pole shall be an octagonal shape, E11 Eclipse Black color with an etched finish with a final acrylic coating applied. The top of the pole shall have a mounting plate that was welded to the interior frame of the concrete pole during production that can be used for mounting a vertical axis wind turbine. The pole shall have a Lifetime Warranty.

**Specifications for the Streetlight Mast Arm:**

Decorative 8 foot truss arm made of 2 IPS aluminum tubing. The truss arm shall have an aluminum framed tray designed to support one Sharp 175 watt solar panel. This tray shall be constructed of 2" x 2" x 1/4" IPS aluminum pipe and have pivot points on each end for 0-50 degrees. The entire tray shall be mounted to the arm by a 0-90 degree pivoting joint. The arm shall be powder coated: semi-gloss textured black. Truss arm shall be mounted to the spun concrete pole by stainless steel bolts extending all the way through the concrete pole with a backing plate. King Luminare catalogue number KA85 Brooklyn arm or equivalent. The arm shall have a 3 year warranty.

**Specifications for the LED Fixture:**

57 watt LED weatherproof street light fixture with a type III distribution. Input voltage of 24VDC. Shall consist of 63 Cree XPE HO White LED Emitters. Lumen depreciation of 70,000hrs @ 25c Ambient. Ingress rating of IP66. King Luminare catalogue number: K902-57-LED-A-III-120(E) or equivalent. Entire light fixture shall carry a minimum of a 5 year warranty.

**Specifications for the Solar Panels:**

The solar panel measures 62.01" X 32.52" X 1.8". Rated power: 175 watt. Maximum power voltage: 17.4 volts. Maximum power current: 4.95 amps. The high efficiency solar cells shall be encapsulated between tempered low- iron solar glass and tedlar/polyester backing material. The mounting frames shall be manufactured from anodized marine grade aluminum for installation in extreme conditions. A conduit ready junction box shall be installed on the underside of the solar panel. Panel shall be for a 12 volt battery system. Panel model number: Sharp SH-175 or equivalent. Panel shall have a minimum of a 25 year warranty.

**Specifications for the GUS Vertical Axis Wind Turbine:**

Vertical axis wind turbine with single-helix blade design. Wind charge controller shall be included and matched with the turbine specified. The powder coated gray turbine genset should be 11.5 high X 8.5 wide. The fiberglass blades shall be painted black with a two part epoxy paint. The blades attached to the top of the genset shall be 40.5" high, with a diameter of approx. 27.5" at the part of the blade closest to the genset, and gradually taper upwards toward the top of the fiberglass blades. Turbine shall be stable and completely silent. Turbine shall cut in at a speed of 3+ mph. Turbine shall be rated for winds up to 87+ mph. Turbine shall be bird, bat, and environmentally friendly. Turbine is designed to withstand all weather conditions: frost, snow, sand, and humidity. GUS Power Inc. model number GUS 1B-D or equivalent. Turbine shall be maintenance free and carry a minimum of a 5 year manufacturer s warranty.

**Specifications for the Solar Controller:**

Solar controller with Trakstar technology for maximum power point tracking, (MPPT) battery charger for off grid photovoltaic systems. The controller shall track algorithm to maximize the energy harvest from the photovoltaic panels and also provide load control to prevent over discharge of the batteries. The controller shall be epoxy encapsulated for environmental protection. Controller shall have adjustable settings, and a peak efficiency of over 97%. Controller shall have a 4 stage charging process to increase battery life. Controller shall record key operating parameters of the PV system and include 30 days of data logging. Nominal battery voltage 12 or 24 volts. Max battery current 15 amps. Battery voltage range: 7-36 volts. #6 AWG power terminal. Morningstar Corporation model number: SunSaver MPPT or equivalent. Solar controller shall have a minimum of a 5 year warranty.

**Specifications for the Solar Photovoltaic Batteries:**

Quantity of ( 2 )106 amp hour solar batteries. Solar photovoltaic batteries with valve Village of Downers Grove 22 regulated absorbed glass mat. Batteries shall have individual plate formation for high initial capacity and voltage matching. Batteries shall be completely sealed and have heavy duty flag type terminals. Batteries shall have a high freeze resistance and a quick recharge rate. East Penn model number 8A27 or equivalent. Batteries shall have a 1 year hassle free warranty replacement.

**Specifications for the DC to DC Converter:**

A DC to DC converter is used to convert the 12 volt battery power to 24 volt power for the light fixture. The converter shall be fully isolated, short circuit protected and current limited. The input voltage range should be 9~18 volts DC with and output voltage of 24.5 volts DC. Peak efficiency should be 85%. Input wire shall be #8 AWG and the out put wire shall be #12 AWG. Samlex power products model # IDC-100A-24 or equivalent. The converter shall have a minimum of a 2 year warranty.

**E. Costs:**

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

Item	Estimated Quantity	Unit Cost	Total Cost
Wind & Solar Powered LED Hybrid Streetlight Pole	25	\$10,800.00	\$270,000.00
<b>TOTAL BID</b>			<b>\$270,000.00</b>

- \* All necessary wiring, connectors and photocell for a complete assembly of the pole and components shall be included in the bid.
- \*\* Unless noted all bids are assumed in compliance with specifications stated herein.
- \*\*\* Bid must include Specification Sheet(s) for all items included in bid.

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL WORKSHOP**  
**SEPTEMBER 9, 2008 AGENDA**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
Community Development Block Grant (CDBG) Applications	✓ Resolution Ordinance Motion Discussion Only	Judy Buttny Finance Director

**SYNOPSIS**

A public hearing has been noticed for September 16, 2008, as part of the regularly scheduled meeting of the Village Council regarding the submission of three 2009 CDBG applications to the DuPage County Community Development Commission. The first application will request funding in the amount of \$38,537 to support a part-time coordinator for the Prentiss Creek Neighborhood Resource Center. The second application will request funding in the amount of \$150,000 to support the Prentiss Creek street light project to install street lights along Midhurst, Aldrich and Oxnard of the Prentiss Creek neighborhood. The third application will request \$45,051 for the funding of the removal/replacement of trees susceptible to emerald ash borer.

**STRATEGIC PLAN ALIGNMENT**

The Five Year Plan and Goals for 2007-2012 identified *Preservation of the Residential and Neighborhood Character*. A supporting objective is *Continuing Reinvestment in the Neighborhoods*.

**FISCAL IMPACT**

Preliminary estimates for these three projects are \$447,222 yielding a grant request amount of \$233,588.

<b>Project</b>	<b>Total Expense</b>	<b>Grant Request</b>	<b>Funding</b>
Resource Center	\$57,120	\$38,537	Expenses will be included in 2009 requested budget
Streetlights	\$300,000	\$150,000	Project included in future years of the Community Investment Program
Emerald Ash Borer	\$90,102	\$45,051	Expenses will be included in 2009 requested budget
Total	\$447,222	\$233,588	

If the grant is awarded for the streetlights, the project will be moved to the FY09-13 CIP, and staff will request a budget amendment at that time.

**RECOMMENDATION**

Approval on the September 16, 2008 consent agenda following a public hearing.

**BACKGROUND**

The CDBG is a federally funded Housing and Urban Development grant that is administered by the DuPage County Community Development Commission. This year in addition to seeking funding support for the Prentiss Creek Neighborhood Resource Center, staff will be seeking funding for two capital projects.

As a result of safety issues, staff discussed submitting an application for street lights along Midhurst, Aldrich and Oxnard with the President of the Prentiss Creek Neighborhood Association. The street light system proposed for the Prentiss area would be solar powered; this would be the first of its kind in Downers Grove and possibly in the area. This represents an effort to provide public infrastructure

enhancements while containing costs and promoting green technology. If CDBG funding is not approved, the Homeowners Association suggested possibly developing a Special Service Area (SSA).

The second capital project will seek grant support for the removal and replacement of trees most susceptible to the emerald ash borer. Staff has identified certain areas of the Village that are eligible for CDBG funding for tree removal and replacement. Village staff is taking a proactive approach is initiating an ash-tree reduction-strategy and hopes this proactive approach will help manage the devastation. This grant will fund the removal of ash trees to limit the number of trees that are more likely to attract and become infested with the emerald ash borer.

**ATTACHMENTS**

Resolution

Application

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING SUBMITTAL OF APPLICATION TO THE  
DUPAGE COMMUNITY DEVELOPMENT COMMISSION (CDC) FOR THE  
2009 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FOR THE DUPAGE  
COUNTY NEIGHBORHOOD INVESTMENT PROJECT**

WHEREAS, the Village of Downers Grove is a member of the DuPage Community Development Commission; and

WHEREAS, the Village of Downers Grove, a non-profit organization and municipal corporation in the State of Illinois, has prepared an application for Community Development Block Grant funding in the amount of \$45,051 for the project known as the removal and replacement of trees susceptible to Emerald Ash Borer which the Village of Downers Grove intends to submit to the DuPage Community Development Commission for consideration; and

WHEREAS, the policies of the DuPage Community Development Commission require that such applications be sponsored by a member of the Commission; and

WHEREAS, the Village Council has reviewed said grant application, and desires that said application be considered by the DuPage Community Development Commission.

NOW, THEREFORE, be it resolved by the Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the Village of Downers Grove agrees to sponsor the 2009 application of the Village of Downers Grove in the amount of \$45,051 for the removal and replacement of trees susceptible to Emerald Ash Borer project.

2. That this resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_  
Village Clerk



# FY 2009 APPLICATION FORM

## DuPage County Neighborhood Investment, Community-Wide Benefit, Accessibility Improvements, and Planning Projects

This application form is for proposals for Neighborhood Investment, Community-Wide Benefit, Accessibility Improvements, and Planning Projects as identified by the DuPage Community Development Commission (CDC). This application must be accompanied by adequate support documentation.

### INFORMATION ABOUT THE APPLICANT AND THE APPLICATION

Name of Applicant: Village of Downers Grove

Name of Project: Removal/Replacement of trees susceptible to Emerald Ash Borer

Type of Project:  Neighborhood Investment     Community-Wide Benefit     Planning Project  
 Accessibility Improvements

Contact Person: Name: Susan Brassfield    Title: Grants Coordinator

Address: Street: 801 Burlington Avenue    Zip: 60515

City: Downers Grove    State: Illinois

Telephone: 630-434-6878    Fax: 630-434-5571

Total Project Cost of Activities Funded (in whole or in part) by this Application: \$90,102

Total of CDBG Funding Requested to Support These Activities: \$45,051

(See NSA explanation, Part 3.1, in Project Ranking Criteria)

For NSA Projects, Year 2 CDBG Request N.A.    Total Project Cost N.A.

For NSA Projects, Year 3 CDBG Request N.A.    Total Project Cost N.A.

**Project Abstract** In the space below, briefly describe the activity for which you are requesting funds pursuant to this application.

The Emerald Ash Borer (EAB) is a potential threat to the Village of Downers Grove with staff expecting to find EAB in the Village by 2010; it has been positively identified within 6 miles of the Village. The Village seeks CDBG funding to remove and replace those ash trees designated as the weakest and therefore, most susceptible to the devastating EAB. This proactive approach in initiating an ash-tree reduction strategy will help manage the devastation this invasive beetle will cause and therefore, ultimately limit the number of ash trees that are more likely to attract and become infested with EAB. This project will include trees that are located in a primarily residential area, on public right-of-way and are in census tract (846002 Block Groups 1,3) (844800 Block Group 5) (844900 Block Group 5) (846307 Block Group 1,3).

**Certification:** *The undersigned certifies that to the best of his or her knowledge and belief, data in this application and its attachments are true and correct, the document has been duly authorized by the governing body of the organization, and the organization will comply with all regulations and guidelines applicable to DuPage County's Community Development Block Grant and/or Emergency Shelter Grant program, as applicable.*

Authorized Signature: Ron Sandack    Title: Mayor

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**PART 1: MINIMUM REQUIREMENTS**

**1.1 Governing Body Authorization:** A resolution that this application was authorized by your governing body is included as Attachment A on Page 3

**1.2 Public Hearing:** In the space below, briefly describe methods used to solicit stakeholder input into the planning process for this application. List date of public hearing.  
Legal notice for a Public Hearing was held on September 16, 2008 at Downers Grove Village Hall (801 Burlington Ave. Downers Grove) during a regularly scheduled Council Meeting.

The public hearing notice and minutes are in Attachment B on Page 5-6

**1.3 Capacity:** Briefly describe the capacity of your organization to carry out the proposed activities. The proceedings incorporating the Village of Downers Grove in the county of DuPage were filed in the Office of Secretary of State on July 11, 1873. The Village of Downers Grove serves a population of 49,403 and is home to more than 200 businesses that employ 58,000 individuals. The 2006 adopted Mission Statement states: "Our Village government provides exceptional municipal services that are valued by our citizens and businesses. We are fiscally responsible, have passion for our customers and have an eye on the future, we engage our citizens and partner with others to make Downers Grove a great community in which to live and to do business."

**1.4 Fair Housing Action Plan:** A fair housing action plan is a necessary prerequisite to apply for CDBG funding. Summarize the actions that you have taken, or plan to take, to further fair housing in your community. On June 17, 2008 the Downers Grove Village Council authorized an agreement with DuPage County for a consortium agreement under the federal HOME program. As part of this agreement the Village agrees to cooperate to undertake and/or assist in undertaking housing assistance activities in order to alleviate housing problems through the HOME Investment Partnerships Program. Moreover, this agreement authorizes the County to act in a representative capacity as the lead entity for the members of the Consortium and that the County will assume overall responsibilities as the lead entity to ensure that the Consortium's Home Program is carried out in compliance with the requirements of the HOME program.

a. Fair Housing Action Plan is included in Attachment C on Page 8-14

b. **Zoning Ordinance Compliance:** Local policy requires that in order to receive funding a municipality must have a zoning ordinance that is consistent with the amended Civil Rights Act of 1988. These zoning amendments will address the issues of group homes and the definitions of family.

An attorney's letter of opinion regarding consistency is in Attachment D on Page 16

**1.5 Location Map:** This map is included in Attachment E on Page 18-20

**Budget:** In the table below, provide information about the total project cost including information on each proposed activity (e.g., sewer, water, streets, landscaping, accessibility, planning, engineering costs, design fees, etc.) Each activity should be a separate line item in the budget. Please note that CDBG funds can only fund actual construction costs. Also note that multi-year funding is available only to Neighborhood Strategy Area Projects. Attach additional supporting information as necessary.

<b>BUDGET SUMMARY for YEAR ONE</b>					
<b>Type of Activity and its Location</b>	<b>Amount of Non-CDBG Funding</b>	<b>Source of Non-CDBG Funding *</b>	<b>Commitment Date of Non-CDBG Funding</b>	<b>Amount of CDBG Funding</b>	<b>Total Cost of Activity</b>
<i>(EXAMPLES)</i> <ul style="list-style-type: none"> <li>• sanitary sewer</li> <li>• streets</li> <li>• sidewalks</li> </ul> <i>installation on Garfield, Washington, and West Streets, Anytown, IL</i>	*\$125,000 *\$62,500 *\$25,000	*Gen. Revenue *Gen. Revenue *Gen. Revenue	January 1999 January 1999 January 1999	*\$375,000 *\$62,500 *\$25,000	*\$500,000 *\$125,000 *\$50,000
Ash tree removal and replacement	45,051	<b>Village Operating Budget</b>	<b>January 2009</b>	45,051	90,102
<b>TOTAL PROJECT COSTS FOR YEAR ONE</b>	45,051			45,051	90,102

\* If a special assessment is used, explain why and attach a resolution certifying that no other source of funding is available for use on this project. Explain the timing and availability of these funds. **N.A.**

<b>BUDGET SUMMARY for YEAR TWO</b>					
<b>Type of Activity and its Location</b>	<b>Amount of Non-CDBG Funding</b>	<b>Source of Non-CDBG Funding *</b>	<b>Commitment Date of Non-CDBG Funding</b>	<b>Amount of CDBG Funding</b>	<b>Total Cost of Activity</b>
<i>(EXAMPLES)</i> <ul style="list-style-type: none"> <li>• sanitary sewer</li> <li>• streets</li> <li>• sidewalks</li> </ul> <i>installation on Garfield, Washington, and West Streets, Anytown, IL</i>	*\$125,000 * \$62,500 * \$25,000	*Gen. Revenue *Gen. Revenue *Gen. Revenue	January 1999 January 1999 January 1999	*\$375,000 * \$62,500 * \$25,000	*\$500,000 * \$125,000 * \$50,000
N.A.					
<b>TOTAL PROJECT COSTS FOR YEAR TWO</b>					

\* If a special assessment is used, explain why and attach a resolution certifying that no other source of funding is available for use on this project. Explain the timing and availability of these funds. N.A.

BUDGET SUMMARY for YEAR THREE					
Type of Activity and its Location	Amount of Non-CDBG Funding	Source of Non-CDBG Funding *	Commitment Date of Non-CDBG Funding	Amount of CDBG Funding	Total Cost of Activity
(EXAMPLES) <ul style="list-style-type: none"> <li>• sanitary sewer</li> <li>• streets</li> <li>• sidewalks</li> </ul> installation on Garfield, Washington, and West Streets, Anytown, IL	*\$125,000 *\$62,500 *\$25,000	*Gen. Revenue *Gen. Revenue *Gen. Revenue	January 1999 January 1999 January 1999	*\$375,000 *\$62,500 *\$25,000	*\$500,000 *\$125,000 *\$50,000
N.A.					
<b>TOTAL PROJECT COSTS FOR YEAR THREE</b>					

\* If a special assessment is used, explain why and attach a resolution certifying that no other source of funding is available for use on this project. Explain the timing and availability of these funds. N.A.

**PART 2: MEETING NATIONAL OBJECTIVES**

**2.1 Benefit to Low-Income Persons:** Indicate the number of low income persons benefited.

<b>Income Range</b> *MFI means Median Family Income.	<b>No. of Persons Benefited</b>	<b>% of Persons Benefited</b>
0-30% of MFI*	684	10.99
31-50% of MFI*	897	14.41
51-80% of MFI*	1,450	23.3
81% + of MFI*	3,193	51.3
TOTAL	6,224	100

Please indicate the source of the income information:

- Income Survey conducted by Applicant
- Census Data, Block Group(s) 1,3 Tract(s) 846002
- Census Data, Block Group(s) 5 Tract(s) 844800, 844900
- Census Data, Block Group(s) 1,3 Tract(s) 846307

**Documentation:** The source of the above information is in Attachment F on Page 22-36

**2.2 Eliminating Conditions of Slums and Blight:**

Indicate, in the boxes below, all that apply to the target area: Attach supporting documentation.

- Residential Area
- Nonresidential Area
- Area has been designated as blighted per State requirements
- Area has not been designated as blighted per State requirements
- Area is considered as blighted \_\_\_ percentage of structures are considered dilapidated or deteriorating

Describe the conditions of slums and blight.

This residential area does not exhibit conditions of slum and blight. This project meets the national objective of benefiting low and moderate income persons which is the primary objective of the CDBG program.

**2.3 Urgent Community Development Needs:** Not applicable because no major natural disaster has occurred.

## **PART 3: PROJECT IMPACT**

### **3.1 Neighborhood Strategy Area (NSA) Improvements**

Is the proposed project a part of a NSA approach to planning for neighborhood improvements?

yes or  no If yes,

What is the completion date of the NSA plan?

Why is the information still valid?

#### Neighborhood Needs

The NSA plan must cover "1" or "2," and "3" or "4" of the needs lists below. Please check the appropriate boxes.

1. Infrastructure

2. Facilities and Services

3. Neighborhood Safety/Environmental Hazards

4. Housing Quality

1. Infrastructure Provide a summary description of the Infrastructure needs evaluated in the NSA plan.

2. Facilities and Services Provide a summary description of the Facility and Service needs evaluated in the NSA plan.

3. Neighborhood Safety/Environmental Hazards Provide a summary description of the Neighborhood Safety/Environmental Hazards needs evaluated in the NSA plan.

4. Housing Quality Provide a summary description of the Housing Quality needs evaluated in the NSA plan.

**3.2 Housing Affordability** Provide information on the affordability of housing in the affected neighborhood.

Affordability Category	Number of Units
Affordable to households at 0-50% of median income	
Affordable to households at 51%-80% of median income	
Affordable to households at 81%-100% of median income	
Affordable to households at over 100% of median income	

**Documentation:** The NSA plan is in Attachment \_\_\_\_\_ on Page \_\_\_\_\_

**3.3 Neighborhood Infrastructure and Facilities**

This category includes activities that fall into four types. These types are: (A) flood management; (B) water and sanitary sewer; (C) open space and recreation; and (D) streets, sidewalks, street lighting, and other miscellaneous neighborhood facilities. Please provide information on activities appropriate to your project.

A. Flood Management

Please indicate the condition of flooding in the target area. One or more boxes can be checked. Attach supporting documentation.

- Project has been denied for county storm water funding
- A substantial number of dwelling units are flooded on a regular basis and flooding is inside the house.
- A substantial number of dwelling units experience flooding in their yards and streets, with minor basement seepage.
- Residential properties are affected by flooding, but the number is not substantial.



Describe the current problems, estimate the number of persons that will benefit, and summarize the project specifications.

B. Water and Sanitary Sewer

Please indicate the condition of waters and sewers in the target area. Attach supporting documentation.

- A health or safety hazard exists affecting a substantial number of households
- A health or safety hazard exists, but does not affect a substantial number of households
- There is a need for water and/or sanitary sewer, but a health or safety hazard has not been demonstrated

Describe the current problems, estimate the number of persons that will benefit, and summarize the project specifications.

C. Open Space and Recreation

Please check the box that best describes the proposed activity. Attach support documentation as needed.

- Project is in a high density area where there are no other facilities within a reasonable walk of the neighborhood.
- Project will be located in an area where there are no other facilities within a reasonable walk of the neighborhood.

Describe the current problems, estimate the number of persons that will benefit, and summarize the project specifications.

D. Street Improvements, Sidewalks, Street Lighting, and Other Miscellaneous Neighborhood Facilities

Please check the box that best describes the proposed activity. Attach support documentation as needed.

- Current facilities, or lack thereof, significantly contributes to a neighborhood safety hazard
- There is a need for facilities, but a health or safety hazard has not been demonstrated

Describe the current problems, estimate the number of persons that will benefit, and summarize the project specifications. Millions of ash trees are dead or dying from the Emerald Ash Borer (EAB) beetle and millions of ash trees have been removed in hopes of containing EAB infestations. Once infested, ash trees often die within 3-4 years and removal of infested trees is essential. Removal not only limits breeding areas for EAB, but is also important because ash trees become brittle and fall apart once they are dead creating a safety issue of trees possibly falling on structures, automobiles or utility lines. EAB is a potential threat to the Village of Downers Grove with staff expecting to find the EAB beetle in the Village by 2010; it has been positively identified within 6 miles of the Village. Currently, there are more than 3300 green ash, 1100 white ash and a handful of blue ash and European ash. This represents over 18.6% of the public parkway tree population. Removal of suspect ash trees and ash trees in poor health limits the number of trees that are more likely to attract and become infested with EAB beetles. By sorting the ash tree inventory by condition, Village Forestry staff is aggressively reviewing and then removing those trees that are dying, have continual branch breakage, or have poor form, or are otherwise unhealthy. If suitable space is available, replacement plantings will be undertaken with a diverse variety of tree species. Though EAB has not yet been found in Downers Grove, removal of the worst ash trees now will lessen the visual impact of EAB once it eventually is found in the Village. As for the number of persons benefiting from this project, potentially, this project could benefit the entire population of Downers Grove or all 49,403 residents in curtailing the spread of the EAB beetle.

**3.4 Accessibility Improvements for People with Disabilities**

This category includes activities that will improve accessibility for people with disabilities through capital improvements to public or private facilities or structures.

Please check the box that best describes the proposed activity. Attach support documentation as needed.

- Improvement to a public facility that provides specific services to groups that would be expected to have a high percentage of persons with disabilities.

- Improvement to a public facility that would not be expected to have a higher than average use by persons with disabilities.
- Improvement to a private facility.

Describe the current problems, estimate the number of persons that will benefit, and summarize the project specifications.

### **3.5 Community-Wide Benefit Activities**

This category includes activities that fall into two types. These types are: (A) community-wide facilities, and (B) economic development.

#### A. Community-Wide Facility

Describe the current problems, estimate the number of persons that will benefit, and summarize the project specifications.

Explain why the facility is not feasible as a need cluster activity because of its low priority and/or because of unavailability of funding in the need clusters.

## B. Economic Development

Describe the current problems, estimate the number of persons that will benefit, and summarize the project design. The economic impact of EAB will be devastating to all communities infested by this beetle. Each community certified as infested will need to remove every ash tree costing hundreds of thousands of dollars to an already severely tight budget. Ash trees represent over 18.6% of the public parkway tree population. Though EAB has not yet been found in Downers Grove, removal of the worst ash trees now will lessen the financial and visual impact of EAB once it is eventually found in the Village. Through means of economic development all of these ash trees will need to be removed; estimated at \$250,000 annually over at least the next five years. Current survey data conducted by the Department of Agriculture reveals that Illinois is entering a period of time where EAB is on the verge of rapid spread. This will be a significant urban management and economic development problem for every municipality with large ash inventories. It will take the cooperative effort of everyone including federal, state, local official, tree care professionals and local residents to manage the devastation this invasive pest will cause. The major goal of economic development is to provide infrastructure and services to sustain a vibrant community and this project will fulfill this major goal.

### **3.6 Planning Studies**

The role of a planning study is to implement the other objectives of the CDBG program. Please indicate below the type of plan to be done.

- Affordable housing plan
- Neighborhood planning related to multi-year Neighborhood Strategy Areas
- Multi-jurisdictional land use, growth management, and development control activities plan

Describe the proposed planning study and summarize the project design.

**3.7 Other CDBG Objectives**

**A. Benefit to Minorities** Describe benefit to minority populations in the table below.

**Mono-racial**

	<b>No. of Persons Benefited</b>	<b>% of Persons Benefited</b>
<b>Race: White</b>		
<i>Ethnicity: Hispanic / Latino</i>		
<i>Ethnicity: Not Hispanic / Latino</i>	<u>21313</u>	<u>89.7</u>
<b>Race: Black / African American</b>		
<i>Ethnicity: Hispanic / Latino</i>		
<i>Ethnicity: Not Hispanic / Latino</i>	<u>600</u>	<u>2.5</u>
<b>Race: Asian</b>		
<i>Ethnicity: Hispanic / Latino</i>		
<i>Ethnicity: Not Hispanic / Latino</i>	<u>1148</u>	<u>4.8</u>
<b>Race: American Indian / Alaskan Native</b>		
<i>Ethnicity: Hispanic / Latino</i>		
<i>Ethnicity: Not Hispanic / Latino</i>	<u>25</u>	<u>0.1</u>
<b>Race: Native Hawaiian / Other Pacific Islander</b>		
<i>Ethnicity: Hispanic / Latino</i>		
<i>Ethnicity: Not Hispanic / Latino</i>	<u>1</u>	<u>0</u>
Per 2000 Census		
Some other race	361	1.5
Hispanic or Latino (of any race) part of the total percentage	1,246	

**Bi-racial and Multi-racial**

<b>Race: Asian and White</b>		
<i>Ethnicity: Hispanic / Latino</i>		
<i>Ethnicity: Not Hispanic / Latino</i>		
<b>Race: Black / African American and White</b>		
<i>Ethnicity: Hispanic / Latino</i>		
<i>Ethnicity: Not Hispanic / Latino</i>		
<b>Race: American Indian/ Alaska native and Black / African American</b>		
<i>Ethnicity: Hispanic / Latino</i>		
<i>Ethnicity: Not Hispanic / Latino</i>		
<b>Race: Other Multi-racial</b>		
<i>Ethnicity: Hispanic / Latino</i>		
<i>Ethnicity: Not Hispanic / Latino</i>	326	1.4

**Documentation:** The source of the above information is in Attachment G on Page 38-45

**B. Benefit for crime prevention/reduction**

Describe any direct emphasis the project will have on crime prevention. Attach supporting documentation

**C. Benefit for historic/environmental protection/energy conservation**

Describe any direct emphasis the project will have on these items. Attach supporting documentation.

Attachment H on Page 47-48

Removal and replacement of ash trees susceptible to EAB will help curtail the spread of EAB and ultimately, assist in protecting the environment from further devastation that this beetle will cause.

**D. Leveraging of funds** (See explanation page 7 of Project Ranking Criteria)

**E. Distribution Equity Adjustment for Municipal Projects** (See explanation in page 8 of Project Ranking Criteria)

**PART 4: PROJECT READINESS**

**4.1 Description of Readiness** Describe how much planning work has been completed at the time of application, what work will be completed by the time agreement is executed, and what obstacles could remain in the way of completing each activity within one year. Forestry staff has a computerized tree inventory of all the public parkway trees. Currently, there are more than 3,300 green ash and 1,100 white ash. This represents over 18.6% of the public parkway tree population. Forestry staff is aggressively reviewing its ash tree inventory by condition in determining which trees are the most susceptible to EAB. Then, over the next five years, staff will focus on removing the weakest trees first. In grant year one (4/1/09-3/31/10), staff will remove the weakest trees denoted on Maps 1-3 (see attachment E on pages 18-20). Currently, Downers Grove is one of more than 35 communities participating in an EAB detection survey. The survey, conducted in cooperation with the Morton Arboretum and state entomologists, is designed to determine whether or not the beetle could already be present throughout northern Illinois. Throughout the Village, declining ash trees are also being dissected and inspected for the presence of EAB larvae.

Provide a schedule of activities for the project. For activities already completed, show the actual completion date and submit documentation.

Activity	Completion Date
Project team established	1/2006
Site control	
• Property acquired	N/A
• Option acquired	N/A
• All easements acquired	N/A
• Other	N/A
Other project authorization	
• Approval of Special Service Area	N/A
• Facilities Planning Area (FPA) approval	N/A
• Property annexation complete	N/A
• Other	N/A
Completion of preliminary engineering, or project design	N/A
Completion of final engineering, or project design	N/A
Advertise for bids	1/2009
Award of contracts	1/2009
Start of project	5/2009
Substantial project completion	11/2009
50% of Funds Expended	1/2010
100% of Funds Expended	3/2010

1. Describe the project team. Who will be responsible for each project component?

The Village Forester and the Assistant Village Forester will be responsible for all key components of the project.

2. Explain any site control issues and provide necessary documentation.

There are no site control issues that have been identified or anticipated.

3. Explain any authorization issues and provide necessary documentation.

Village Council will need to approve the 2009 Operating budget. The Village is currently in the process of developing next year's budget. The budget will go before Council for approval in November/December 2008. The Downers Grove Village Council will need to authorize awarding of a contract.

## **PART 5: FAIR HOUSING ACTION PLAN**

A copy of the Fair Housing Action Plan is included as Attachment C

If any actions regarding Fair Housing have taken place in the past 12 months, please detail.

On June 17, 2008 the Downers Grove Village Council authorized an agreement with DuPage County for a consortium agreement under the federal HOME program.

Outreach to those minority groups underrepresented within the jurisdiction, through advertising in minority



media and contact with minority civil rights, community, and church groups are performed regularly. The Village is an EOE and the Village performs outreach through the Prentiss Creek Neighborhood Resource Center.

Support for and assistance to fair housing groups, both public and private was initiated in the form of the Village ceding bond cap authority to IHDA in 2008.

Organizing business, church, civic, community and political leaders to support and act to further fair housing is in the form of the Village's Ad Hoc Housing Committee.

Providing financial, legislative, and other support to enable the provision of affordable and low income housing within the jurisdiction was initiated in the form of the Village ceding bond cap authority to IHDA in 2008.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING SUBMITTAL OF APPLICATION TO THE  
DUPAGE COMMUNITY DEVELOPMENT COMMISSION (CDC) FOR THE  
2009 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FOR THE DUPAGE  
COUNTY NEIGHBORHOOD INVESTMENT PROJECT**

WHEREAS, the Village of Downers Grove is a member of the DuPage Community Development Commission; and

WHEREAS, the Village of Downers Grove, a non-profit organization and municipal corporation in the State of Illinois, has prepared an application for Community Development Block Grant funding in the amount of \$150,000 for the project known as the Prentiss Creek Street Lights which the Village of Downers Grove intends to submit to the DuPage Community Development Commission for consideration; and

WHEREAS, the policies of the DuPage Community Development Commission require that such applications be sponsored by a member of the Commission; and

WHEREAS, the Village Council has reviewed said grant application, and desires that said application be considered by the DuPage Community Development Commission.

NOW, THEREFORE, be it resolved by the Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the Village of Downers Grove agrees to sponsor the 2009 application of the Village of Downers Grove in the amount of \$150,000 for the Prentiss Creek Street Lights project.
2. That this resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_  
Village Clerk

# FY 2009 APPLICATION FORM

## DuPage County Neighborhood Investment, Community-Wide Benefit, Accessibility Improvements, and Planning Projects

This application form is for proposals for Neighborhood Investment, Community-Wide Benefit, Accessibility Improvements, and Planning Projects as identified by the DuPage Community Development Commission (CDC). This application must be accompanied by adequate support documentation.

### INFORMATION ABOUT THE APPLICANT AND THE APPLICATION

Name of Applicant: Village of Downers Grove

Name of Project: Prentiss Creek Street Lights

Type of Project:  Neighborhood Investment     Community-Wide Benefit     Planning Project  
 Accessibility Improvements

Contact Person: Name: Susan Brassfield    Title: Grants Coordinator

Address: Street: 801 Burlington Avenue    Zip: 60515

City: Downers Grove    State: Illinois

Telephone: 630-434-6878    Fax: 630-434-5571

Total Project Cost of Activities Funded (in whole or in part) by this Application: \$330,000

Total of CDBG Funding Requested to Support These Activities: \$150,000

(See NSA explanation, Part 3.1, in Project Ranking Criteria)

For NSA Projects, Year 2 CDBG Request N.A.    Total Project Cost N.A.

For NSA Projects, Year 3 CDBG Request N.A.    Total Project Cost N.A.

**Project Abstract** In the space below, briefly describe the activity for which you are requesting funds pursuant to this application.

The Prentiss Creek area of the Village of Downers Grove was developed prior to enactment of requirements to install street lights on adjacent streets. This area of the Village is a high density residential neighborhood that will benefit from the installation of street lighting. The perimeter area to which street lights will be installed include: N/W 6530 Midhurst, N/E 2000 Aldrich, S/W 2237 Midhurst, and S/E 2001 Oxnard. The Village estimates that 40 street lights will be installed. This area falls within tract 8463.07 Block Groups (1,3) an area eligible for CDBG funding. Building of public improvements such as street lights will be a key factor in promoting traffic safety for both cars and pedestrians and aid in the reduction of crime. The street light system proposed for the Prentiss area would be solar powered. This represents an effort to provide public infrastructure enhancements while containing costs and promoting green technology.

**Certification:** *The undersigned certifies that to the best of his or her knowledge and belief, data in this application and its attachments are true and correct, the document has been duly authorized by the governing body of the organization, and the organization will comply with all regulations and guidelines applicable to DuPage County's Community Development Block Grant and/or Emergency Shelter Grant program, as applicable.*

Authorized Signature: Ron Sandack    Title: Mayor

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**PART 1: MINIMUM REQUIREMENTS**

**1.1 Governing Body Authorization:** A resolution that this application was authorized by your governing body is included as Attachment A on Page 3

**1.2 Public Hearing:** In the space below, briefly describe methods used to solicit stakeholder input into the planning process for this application. List date of public hearing.  
Discussions were held between the Village of Downers Grove Public Works Department and the President of the Homeowners Association of Prentiss Creek whereby, the Homeowners Association expressed a keen interest in obtaining street lights for their neighborhood. Legal notice for a Public Hearing was held on September 16, 2008 at Downers Grove Village Hall (801 Burlington Ave. Downers Grove) during a regularly scheduled Council Meeting.

The public hearing notice and minutes are in Attachment B on Page 5-6

**1.3 Capacity:** Briefly describe the capacity of your organization to carry out the proposed activities. The proceedings incorporating the Village of Downers Grove in the county of DuPage were filed in the Office of Secretary of State on July 11, 1873. The Village of Downers Grove serves a population of 49,403 and is home to more than 200 businesses that employ 58,000 individuals. The 2006 adopted Mission Statement states: "Our Village government provides exceptional municipal services that are valued by our citizens and businesses. We are fiscally responsible, have passion for our customers and have an eye on the future, we engage our citizens and partner with others to make Downers Grove a great community in which to live and to do business."

**1.4 Fair Housing Action Plan:** A fair housing action plan is a necessary prerequisite to apply for CDBG funding. Summarize the actions that you have taken, or plan to take, to further fair housing in your community.

On June 17, 2008 the Downers Grove Village Council authorized an agreement with DuPage County for a consortium agreement under the federal HOME program. As part of this agreement the Village agrees to cooperate to undertake and/or assist in undertaking housing assistance activities in order to alleviate housing problems through the HOME Investment Partnerships Program. Moreover, this agreement authorizes the County to act in a representative capacity as the lead entity for the members of the Consortium and that the County will assume overall responsibilities as the lead entity to ensure that the Consortium's Home Program is carried out in compliance with the requirements of the HOME program.

a. Fair Housing Action Plan is included in Attachment C on Page 8-14

b. **Zoning Ordinance Compliance:** Local policy requires that in order to receive funding a municipality must have a zoning ordinance that is consistent with the amended Civil Rights Act of 1988. These zoning amendments will address the issues of group homes and the definitions of family.

An attorney's letter of opinion regarding consistency is in Attachment D on Page 16

**1.5 Location Map:** This map is included in Attachment E on Page 18

**Budget:** In the table below, provide information about the total project cost including information on each proposed activity (e.g., sewer, water, streets, landscaping, accessibility, planning, engineering costs, design fees, etc.) Each activity should be a separate line item in the budget. Please note that CDBG funds can only fund actual construction costs. Also note that multi-year funding is available only to Neighborhood Strategy Area Projects. Attach additional supporting information as necessary.

<b>BUDGET SUMMARY for YEAR ONE</b>					
<b>Type of Activity and its Location</b>	<b>Amount of Non-CDBG Funding</b>	<b>Source of Non-CDBG Funding *</b>	<b>Commitment Date of Non-CDBG Funding</b>	<b>Amount of CDBG Funding</b>	<b>Total Cost of Activity</b>
<i>(EXAMPLES)</i>					
<ul style="list-style-type: none"> <li>• sanitary sewer</li> <li>• streets</li> <li>• sidewalks</li> </ul> <i>installation on Garfield, Washington, and West Streets, Anytown, IL</i>	*\$125,000 *\$62,500 *\$25,000	*Gen. Revenue *Gen. Revenue *Gen. Revenue	January 1999 January 1999 January 1999	*\$375,000 *\$62,500 *\$25,000	*\$500,000 *\$125,000 *\$50,000
Engineering Costs	\$30,000	Capital Improvements Fund	June 2009	-0-	\$30,000
Installation of street lights along Midhurst, Aldrich and Oxnard	\$150,000	Capital Improvements Fund	June 2009	\$150,000	\$300,000
<b>TOTAL PROJECT COSTS FOR YEAR ONE</b>	\$180,000			\$150,000	\$330,000

\* If a special assessment is used, explain why and attach a resolution certifying that no other source of funding is available for use on this project. Explain the timing and availability of these funds. N.A.

BUDGET SUMMARY for YEAR TWO					
Type of Activity and its Location	Amount of Non-CDBG Funding	Source of Non-CDBG Funding *	Commitment Date of Non-CDBG Funding	Amount of CDBG Funding	Total Cost of Activity
<p>(EXAMPLES)</p> <ul style="list-style-type: none"> <li>• sanitary sewer</li> <li>• streets</li> <li>• sidewalks</li> </ul> <p>installation on Garfield, Washington, and West Streets, Anytown, IL</p>	<p>*\$125,000</p> <p>*\$62,500</p> <p>*\$25,000</p>	<p>*Gen. Revenue</p> <p>*Gen. Revenue</p> <p>*Gen. Revenue</p>	<p>January 1999</p> <p>January 1999</p> <p>January 1999</p>	<p>*\$375,000</p> <p>*\$62,500</p> <p>*\$25,000</p>	<p>*\$500,000</p> <p>*\$125,000</p> <p>*\$50,000</p>
N.A.					
<b>TOTAL PROJECT COSTS FOR YEAR TWO</b>					

\* If a special assessment is used, explain why and attach a resolution certifying that no other source of funding is available for use on this project. Explain the timing and availability of these funds. N.A.

BUDGET SUMMARY for YEAR THREE					
Type of Activity and its Location	Amount of Non-CDBG Funding	Source of Non-CDBG Funding *	Commitment Date of Non-CDBG Funding	Amount of CDBG Funding	Total Cost of Activity
(EXAMPLES)					
• sanitary sewer	*\$125,000	*Gen. Revenue	January 1999	*\$375,000	*\$500,000
• streets	*\$62,500	*Gen. Revenue	January 1999	*\$62,500	*\$125,000
• sidewalks	*\$25,000	*Gen. Revenue	January 1999	*\$25,000	*\$50,000
installation on Garfield, Washington, and West Streets, Anytown, IL					
N.A.					
<b>TOTAL PROJECT COSTS FOR YEAR THREE</b>					

\* If a special assessment is used, explain why and attach a resolution certifying that no other source of funding is available for use on this project. Explain the timing and availability of these funds. N.A.

**PART 2: MEETING NATIONAL OBJECTIVES**

**2.1 Benefit to Low-Income Persons:** Indicate the number of low income persons benefited.

<b>Income Range</b> *MFI means Median Family Income.	<b>No. of Persons Benefited</b>	<b>% of Persons Benefited</b>
0-30% of MFI*	270	14.7%
31-50% of MFI*	346	18.8%
51-80% of MFI*	468	25.5%
81% + of MFI*	754	41.0%
<b>TOTAL</b>	<b>1838</b>	<b>100%</b>

Please indicate the source of the income information:

- Income Survey conducted by Applicant  
 Census Data, Block Group(s) 1,3 Tract(s) 8463.07

**Documentation:** The source of the above information is in Attachment F on Page 20-25

**2.2 Eliminating Conditions of Slums and Blight:**

Indicate, in the boxes below, all that apply to the target area: Attach supporting documentation.

- Residential Area  
 Nonresidential Area  
 Area has been designated as blighted per State requirements  
 Area has not been designated as blighted per State requirements  
 Area is considered as blighted \_\_\_ percentage of structures are considered dilapidated or deteriorating

Describe the conditions of slums and blight.

This residential area does not exhibit conditions of slum and blight. This project meets the national objective of benefiting low and moderate income persons which is the primary objective of the CDBG program.

**2.3 Urgent Community Development Needs:** Not applicable because no major natural disaster has occurred.



**PART 3: PROJECT IMPACT**

**3.1 Neighborhood Strategy Area (NSA) Improvements**

Is the proposed project a part of a NSA approach to planning for neighborhood improvements?

yes or  no If yes,

What is the completion date of the NSA plan?

Why is the information still valid?

Neighborhood Needs

The NSA plan must cover "1" or "2," and "3" or "4" of the needs lists below. Please check the appropriate boxes.

1. Infrastructure

2. Facilities and Services

3. Neighborhood Safety/Environmental Hazards

4. Housing Quality

1. Infrastructure Provide a summary description of the Infrastructure needs evaluated in the NSA plan.

2. Facilities and Services Provide a summary description of the Facility and Service needs evaluated in the NSA plan.

3. Neighborhood Safety/Environmental Hazards Provide a summary description of the Neighborhood Safety/Environmental Hazards needs evaluated in the NSA plan.

4. Housing Quality Provide a summary description of the Housing Quality needs evaluated in the NSA plan.

**3.2 Housing Affordability** Provide information on the affordability of housing in the affected neighborhood.

Affordability Category	Number of Units
Affordable to households at 0-50% of median income	
Affordable to households at 51%-80% of median income	
Affordable to households at 81%-100% of median income	
Affordable to households at over 100% of median income	

**Documentation:** The NSA plan is in Attachment \_\_\_\_\_ on Page \_\_\_\_\_

**3.3 Neighborhood Infrastructure and Facilities**

This category includes activities that fall into four types. These types are: (A) flood management; (B) water and sanitary sewer; (C) open space and recreation; and (D) streets, sidewalks, street lighting, and other miscellaneous neighborhood facilities. Please provide information on activities appropriate to your project.

A. Flood Management

Please indicate the condition of flooding in the target area. One or more boxes can be checked. Attach supporting documentation.

- Project has been denied for county storm water funding
- A substantial number of dwelling units are flooded on a regular basis and flooding is inside the house.
- A substantial number of dwelling units experience flooding in their yards and streets, with minor basement seepage.
- Residential properties are affected by flooding, but the number is not substantial.

Describe the current problems, estimate the number of persons that will benefit, and summarize the project specifications.

### B. Water and Sanitary Sewer

Please indicate the condition of waters and sewers in the target area. Attach supporting documentation.

- A health or safety hazard exists affecting a substantial number of households
- A health or safety hazard exists, but does not affect a substantial number of households
- There is a need for water and/or sanitary sewer, but a health or safety hazard has not been demonstrated

Describe the current problems, estimate the number of persons that will benefit, and summarize the project specifications.

### C. Open Space and Recreation

Please check the box that best describes the proposed activity. Attach support documentation as needed.

- Project is in a high density area where there are no other facilities within a reasonable walk of the neighborhood.
- Project will be located in an area where there are no other facilities within a reasonable walk of the neighborhood.

Describe the current problems, estimate the number of persons that will benefit, and summarize the project specifications.

D. Street Improvements, Sidewalks, Street Lighting, and Other Miscellaneous Neighborhood Facilities

Please check the box that best describes the proposed activity. Attach support documentation as needed.

- Current facilities, or lack thereof, significantly contributes to a neighborhood safety hazard
- There is a need for facilities, but a health or safety hazard has not been demonstrated

Describe the current problems, estimate the number of persons that will benefit, and summarize the project specifications.

All 5,162 resident of the Prentiss Creek neighborhood (Tract 8463.07) will benefit from the installation of street lights. The 2000 Census shows that 19.3% of the population (996) in tract 8463.07 are disabled. Street lights will have a profound safety impact on these disabled residents in improving their mobility. The perimeter area to which street lights will be installed include: N/W 6530 Midhurst, N/E 2000 Aldrich, S/W 2237 Midhurst, and S/E 2001 Oxnard. The Village estimates that 40 street lights will be installed and each will be installed between 100-150 ft. apart. The streetlight system proposed for the Prentiss area would be a solar powered street light system operating entirely off a power grid. Solar powered street lights that operate entirely off the power grid have been researched by Village staff and are openly encouraged by the Prentiss Creek Homeowners Association. A solar powered lighting system will be the first of its kind in Downers Grove and possibly in the area.

**3.4 Accessibility Improvements for People with Disabilities**

This category includes activities that will improve accessibility for people with disabilities through capital improvements to public or private facilities or structures.

Please check the box that best describes the proposed activity. Attach support documentation as needed.

- Improvement to a public facility that provides specific services to groups that would be expected to have a high percentage of persons with disabilities.

- Improvement to a public facility that would not be expected to have a higher than average use by persons with disabilities.
- Improvement to a private facility.

Describe the current problems, estimate the number of persons that will benefit, and summarize the project specifications.

### **3.5 Community-Wide Benefit Activities**

This category includes activities that fall into two types. These types are: (A) community-wide facilities, and (B) economic development.

#### A. Community-Wide Facility

Describe the current problems, estimate the number of persons that will benefit, and summarize the project specifications.

Explain why the facility is not feasible as a need cluster activity because of its low priority and/or because of unavailability of funding in the need clusters.

## B. Economic Development

Describe the current problems, estimate the number of persons that will benefit, and summarize the project design.

All 5,162 resident of the Prentiss Creek neighborhood (Tract 8463.07) will benefit from the installation of street lights. The installation of street lights will improve the economic feasibility of the Prentiss Creek neighborhood. Street lights will serve as a revitalization effort that will convey a positive visual message that the Village seeks to improve the area. Moreover, street lights will not only increase night time safety and security but it will enhance the physical appearance of Prentiss Creek. By installing a solar powered street light system it will also be a signal to the residents of the area that this project is unique and they are participants in the "sign of the future" for this project is the first of its kind in Downers Grove and possibly in the area. Solar energy is one of the best answers to global warming. The key to solar outdoor lighting is the solar power pack, which houses photovoltaic solar panels, a proprietary microprocessor control system, and batteries. This is attached to specifically designed lights having super reflectivity and high energy ballasts. The sun provides a direct source of energy to the solar panel and the battery is recharged during the day by direct-current electricity produced by the solar panel. The light source is then powered by the battery each night. Electronic controls are used between the battery, light source and solar panels to protect the battery from overcharge and discharge, and to control the timing and operation of the light. When compared to the costs for cable, trenching, metering equipment and construction, plus the cost of continuous electric bills over the life of the system, the advantages of a solar powered lighting system are immediate.

### **3.6 Planning Studies**

The role of a planning study is to implement the other objectives of the CDBG program. Please indicate below the type of plan to be done.

- Affordable housing plan
- Neighborhood planning related to multi-year Neighborhood Strategy Areas
- Multi-jurisdictional land use, growth management, and development control activities plan

Describe the proposed planning study and summarize the project design.

### 3.7 Other CDBG Objectives

#### A. Benefit to Minorities Describe benefit to minority populations in the table below.

##### Mono-racial

	No. of Persons Benefited	% of Persons Benefited
<b>Race: White</b>		
<i>Ethnicity: Hispanic / Latino</i>		
<i>Ethnicity: Not Hispanic / Latino</i>	3611	70
<b>Race: Black / African American</b>		
<i>Ethnicity: Hispanic / Latino</i>		
<i>Ethnicity: Not Hispanic / Latino</i>	404	7.8
<b>Race: Asian</b>		
<i>Ethnicity: Hispanic / Latino</i>		
<i>Ethnicity: Not Hispanic / Latino</i>	780	15.1
<b>Race: American Indian / Alaskan Native</b>		
<i>Ethnicity: Hispanic / Latino</i>		
<i>Ethnicity: Not Hispanic / Latino</i>	10	0.2
<b>Race: Native Hawaiian / Other Pacific Islander</b>		
<i>Ethnicity: Hispanic / Latino</i>		
<i>Ethnicity: Not Hispanic / Latino</i>	0	0
Per 2000 Census		
Some other race	213	4.1
Hispanic or Latino of any race) part of the total percentage	634	12.3

##### Bi-racial and Multi-racial

<b>Race: Asian and White</b>		
<i>Ethnicity: Hispanic / Latino</i>		
<i>Ethnicity: Not Hispanic / Latino</i>		
<b>Race: Black / African American and White</b>		
<i>Ethnicity: Hispanic / Latino</i>		
<i>Ethnicity: Not Hispanic / Latino</i>		
<b>Race: American Indian/ Alaska native and Black / African American</b>		
<i>Ethnicity: Hispanic / Latino</i>		
<i>Ethnicity: Not Hispanic / Latino</i>		
<b>Race: Other Multi-racial</b>		
<i>Ethnicity: Hispanic / Latino</i>		
<i>Ethnicity: Not Hispanic / Latino</i>	144	2.8

**Documentation:** The source of the above information is in Attachment G on Page 27-28

#### B. Benefit for crime prevention/reduction

Describe any direct emphasis the project will have on crime prevention. Attach supporting documentation Found in Attachment H on Page 30.

#### C. Benefit for historic/environmental protection/energy conservation

Describe any direct emphasis the project will have on these items. Attach supporting documentation. Found in Attachment I on Page 32-34

This project of a solar powered street light system represents an effort to promote energy conservation by providing public infrastructure enhancements that promote green technology.

#### D. Leveraging of funds (See explanation page 7 of Project Ranking Criteria)

#### E. Distribution Equity Adjustment for Municipal Projects (See explanation in page 8 of Project Ranking Criteria)



**PART 4: PROJECT READINESS**

**4.1 Description of Readiness** Describe how much planning work has been completed at the time of application, what work will be completed by the time agreement is executed, and what obstacles could remain in the way of completing each activity within one year.

The Village has discussed this project with the President of the homeowners association for the area, and there are indications of strong neighborhood support. Solar powered street lights that operate entirely off the power grid have been researched and cost estimates obtained. It is expected that this project could be designed and built relatively quickly, especially since coordination with the electrical utility for power will not be necessary with solar powered street lights. Obstacles could include shortages in materials in the event of a dramatic increase in demand.

Provide a schedule of activities for the project. For activities already completed, show the actual completion date and submit documentation.

Activity	Completion Date
Project team established	8-2008
Site control	
• Property acquired	N/A
• Option acquired	N/A
• All easements acquired	N/A
• Other	N/A
Other project authorization	
• Approval of Special Service Area	N/A
• Facilities Planning Area (FPA) approval	N/A
• Property annexation complete	N/A
• Other	N/A
Completion of preliminary engineering, or project design	3/2009
Completion of final engineering, or project design	6/2009
Advertise for bids	6/2009
Award of contracts	7/2009
Start of project	7/2009
Substantial project completion	10/2009
50% of Funds Expended	10/2009
100% of Funds Expended	3/2010

1. Describe the project team. Who will be responsible for each project component?

The project team includes engineering staff in the Village's Public Works Department, as well as a consulting engineering firm specializing in street lighting design. The project team would also include the contractor hired to construct the street lighting system.

2. Explain any site control issues and provide necessary documentation.

There are no site control issues that have been identified or anticipated.

3. Explain any authorization issues and provide necessary documentation.

The Downers Grove Village Council will need to authorize contracts for design engineering as well as construction.

#### **PART 5: FAIR HOUSING ACTION PLAN**

A copy of the Fair Housing Action Plan is included as Attachment C

If any actions regarding Fair Housing have taken place in the past 12 months, please detail.

On June 17, 2008 the Downers Grove Village Council authorized an agreement with DuPage County for a consortium agreement under the federal HOME program.

Outreach to those minority groups underrepresented within the jurisdiction, through advertising in minority media and contact with minority civil rights, community, and church groups are performed regularly. The Village is an EOE and the Village performs outreach through the Prentiss Creek

Neighborhood Resource Center.

Support for and assistance to fair housing groups, both public and private was initiated in the form of the Village ceding bond cap authority to IHDA in 2008.

Organizing business, church, civic, community and political leaders to support and act to further fair housing is in the form of the Village's Ad Hoc Housing Committee.

Providing financial, legislative, and other support to enable the provision of affordable and low income housing within the jurisdiction was initiated in the form of the Village ceding bond cap authority to IHDA in 2008.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING SUBMITTAL OF APPLICATION TO THE  
DUPAGE COMMUNITY DEVELOPMENT COMMISSION (CDC) FOR THE  
2009 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FOR THE DUPAGE  
COUNTY NEIGHBORHOOD RESOURCE CENTER CLUSTER**

WHEREAS, the Village of Downers Grove is a member of the DuPage Community Development Commission; and

WHEREAS, the Village of Downers Grove, a non-profit organization and municipal corporation in the State of Illinois, has prepared an application for Community Development Block Grant funding in the amount of \$38,537 for the project known as the Prentiss Creek Neighborhood Resource Center which the Village of Downers Grove intends to submit to the DuPage Community Development Commission for consideration; and

WHEREAS, the policies of the DuPage Community Development Commission require that such applications be sponsored by a member of the Commission; and

WHEREAS, the Village Council has reviewed said grant application, and desires that said application be considered by the DuPage Community Development Commission.

NOW, THEREFORE, be it resolved by the Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the Village of Downers Grove agrees to sponsor the 2009 application of the Village of Downers Grove in the amount of \$38,537 for the Prentiss Creek Neighborhood Resource Center.
2. That this resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_  
Village Clerk

# 2009 CDBG/ESG APPLICATION FORM

## Section 1: Core Application

**Applicant:** Village of Downers Grove  
**Name of Project:** Prentiss Creek Neighborhood Resource Center  
**Contact Person:** Andrew J. Matejcak **Title:** Director, Counseling and Social Services  
**Address :** 842 Curtiss Street  
**City:** Downers Grove **State:** Illinois **Zip:** 60515  
**Telephone/Ext:** (630)434-5596 (630)434-5595 **Fax:** (630)434-5599  
**E-mail Address:** amatejcak@downers.us

**Cluster (double click the appropriate box and select "checked"):**

- Families in Crisis  
  Housing/Homelessness  
  Elderly  
  People with Disabilities  
  NRC

**Type of funding (double click the appropriate box and select "checked"):**

- Grant  
  Forgivable Loan  
  Amortized Loan

<b>Total Cost of Public Service Activities:</b>	\$57,120
<b>Total Public Service Funding Requested in this Application:</b>	\$38,537
<b>Total Cost of Capital Activities:</b>	\$0
<b>Total Capital Funding Requested in this Application:</b>	\$0
<b>Percent of project cost being requested:</b>	68 %
<b>Number of unduplicated people to be served by project:</b>	71

**Project Abstract** Describe the activity for which you are requesting funds and the address where this activity will be carried out. If this application combines both public service and capital requests, please delineate the two projects.

Funding support is requested for a Resource Center Coordinator who will develop and implement programs for all age groups including: ESL classes, networking for general counseling and domestic violence services, emergency financial assistance referral, cancer/health awareness, fostering higher educational achievement with parents and children, computer proficiency classes, Homework Happening, summer camp, mentoring, arts and crafts, cultural events, recreational activities, physical and health education, diversity training, personal safety for youth, information and referral. Funding is being requested for 30hrs/wk salary support of a Resource Center Coordinator (\$34,304) and the Coordinator's IMRF costs (\$4,233) or a grand total of \$38,537. The Prentiss Creek NRC is located at 2048 Prentiss Drive, Apt. 112, Downers Grove, IL. 60516.

**Certification:** The undersigned certifies that to the best of his or her knowledge and belief, data in this application and its attachments are true and correct, the document has been duly authorized by the governing body of the organization, and the organization will comply with all regulations and guidelines applicable to DuPage County's Community Development Block Grant and/or Emergency Shelter Grant program, as applicable. The applicant agrees that this application is a public document and is subject to the Freedom of Information Act.

**Printed Name:** Ron Sandack **Title:** Mayor  
**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*For CDC use only:*

<b>National Objectives:</b> <input type="checkbox"/> Suitable living environment <input type="checkbox"/> Decent housing <input type="checkbox"/> Economic opportunity	<b>Outcomes:</b> <input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability
---	--

Intentionally Blank

**PART 1: MINIMUM REQUIREMENTS**

- 1.1 **Governing Body Authorization:** A resolution by your governing body authorized this application  
Documentation: Attachment A on Page 3
- 1.2 **Letter of Intent:** A copy of the letter of intent to apply  
Documentation: Attachment B on Page 5
- 1.3 **License / written endorsement:** if applicable  
Documentation: Attachment C on Page 7
- 1.4 **Stakeholder and Public Input:** In the space below, briefly describe methods used to solicit stakeholder input into the planning process for this application.

A stakeholder meeting was convened on Wednesday, August 20, 2008 with representatives from the apartment management company (Jupiter Communities, LLC), the Downers Grove Police Department and the Village's Department of Counseling and Social Services. Discussion centered on past and present programming needs, private and municipal capital improvements in the community and on-going cooperative partnerships. Legal Notice for a Public Hearing was held on September 16, 2008 at Downers Grove Village Hall (801 Burlington Ave. Downers Grove) during a regularly scheduled Council Meeting. Program participant surveys are conducted as well as surveys for new registrants to determine program interests.

Documentation: The public hearing notice and minutes are in Attachment D on Page 9-10

- 1.5 **Capacity:** Briefly describe the capacity of your organization to carry out the proposed activities.

The proceedings incorporating the Village of Downers Grove in the County of DuPage were filed in the Office of Secretary of State on July 11, 1873. The Village of Downers Grove services a population of 49,403 and is home to more than 200 businesses that employ 58,000 individuals. The 2006 adopted Mission Statement states: "Our Village government provides exceptional municipal services that are valued by our citizens and businesses. We are fiscally responsible, have passion for our customers and have an eye on the future, we engage our citizens and partner with others to make Downers Grove a great community in which to live and to do business."

**1.6 Audits:**

- a. Attach a copy of the most recently completed agency audit.

Documentation: Attachment E on Page 12-13

- b. Agencies receiving over \$500,000 in federal funds: attach a copy of the most recent single audit.

Documentation: Attachment \_\_\_\_\_ on Page \_\_\_\_\_ Not applicable X

**PART 2: BUDGET**

**2.1 Table A**

<b>Table A: PROGRAM / AGENCY EXPENSES (Page 1)</b>				
<b>Line Item</b>	<b>Last Completed Fiscal Year's Adopted Budget</b>	<b>Last Completed Fiscal Year's Actual Expenses</b>	<b>Proposed Budget</b>	<b>CDBG/ESG Request</b>
<b>Agency's FY Dates:</b>				
<b>A. Annual Administrative Costs:</b>				
1. Advertising/Public Relations	1440	1940	2052	
2. Agency Salaries and Benefits	169039	175433	196807	
3. Activity Materials	0	0	0	
4. Legal/Accounting	0	0	0	
5. Other (CDBG funded Coordinator Salary & IMRF)	41330	29919	38537	38537
<b>Total Administrative:</b>	<b>211809</b>	<b>207292</b>	<b>237396</b>	<b>38537</b>
<b>B. Essential Services Activities:</b>				
1. Clothing	0	0	0	
2. Salaries/Benefits	0	0	0	
3. Mileage & Transportation	0	0	0	
4. Health	0	0	0	
5. Child Care	0	0	0	
6. Mentor Training	0	0	0	
7. Other PD COP program	2700	1617	1350	
<b>Total Essential Services Activities:</b>	<b>2700</b>	<b>1617</b>	<b>1350</b>	
<b>C. Annual Operating Costs:</b>				
1. Rent	0	0	0	
2. Gas & Other Fuel	0	0	0	
3. Electricity	133	177	130	
4. Water/Sewer	0	0	0	
5. Telephone	100	74	100	
6. Supplies	2996	1312	2628	
7. Equipment Rental	296	257	237	
8. Trash Removal	0	0	0	
9. Janitorial	0	0	0	
10. Exterminating	0	0	0	
11. Other Prof. Development, Postage, Professional Technical Services, etc.	40295	39485	41727	
<b>Total Operating Costs:</b>	<b>43820</b>	<b>41305</b>	<b>44822</b>	
<b>D. Annual Maintenance Costs:</b>				
1. Repairs	0	0	0	
2. Security	0	0	0	
3. Ground Maintenance	0	0	0	
4. Other	0	0	0	
<b>Total Maintenance Cost:</b>	<b>0</b>	<b>0</b>	<b>0</b>	



Table A: PROGRAM / AGENCY EXPENSES (Page 2)				
Line Item	Last Completed Fiscal Year's Budget	Last Completed Fiscal Year's Actual Expenses	Proposed Budget	CDBG/ESG Request
<b>E. Annual Taxes and Insurance:</b>				
1. Real Estate Taxes	0	0	0	
2. Insurance	5643	5652	5215	
<b>Total Taxes &amp; Insurance:</b>	5643	5652	5215	
<b>F. Annual Replacement Reserves:</b>				
<b>G. Other:</b>				
1. Equipment Replacement	0	0	600	
2.				
<b>Total Other Cost:</b>	0	0	600	
<b>TOTAL AGENCY EXPENSE:</b>	263972	255866	289383	
<b>TOTAL CDBG/ESG AMOUNT REQUESTED:</b>				38537
<b>TOTAL FOR ESG APPLICANTS ONLY</b>				
<b>Essential Services:</b>				
<b>Maintenance and Operations:</b>				
<b>Homeless Prevention:</b>				

**Documentation:** The source of the above information is in Attachment F on Page 14-18

Briefly describe the reasons for any significant increases or decreases between the budgets being provided.

The variance between total agency expenses for the proposed budget (\$289,383) and the last year's actual expenses (\$255,866) is due to change in personnel. There was almost a three month gap between the leaving of the NRC Coordinator and the hiring of a new Coordinator.

Public Service Activity costs can be broken down as follows:

Director Salary and Benefits: 5% of total salary and benefit costs (\$112,711) or \$5,636 Part of line 2 under "Agency Salaries & Benefits".

Coordinator Salary, IMRF, Medicare, Social Security & Life Ins. (\$41,244) See line 5 for "Other" in the amount of \$38,537 and the remaining dollars of \$2,707 is part of line 2 - "Agency Salaries & Benefits"

Mentors (\$7,520) Part of line 2 - "Agency Salaries & Benefits"

Supplies for Counseling & Social Services (\$590) Part of line 6 under "Supplies"

Supplies for PD/COP Program (\$780) Part of line 6 under "Supplies"

COP Program costs (\$1,350)

Total Agency Public Service Activities: \$57,120

2.2 TABLES B-1 AND B-2

Table B-1: OPERATING REVENUES			
FEDERAL FUNDS			
Source of funds and description of terms	Last Year's Revenue	Source of funds and description of terms	This Year's Projected Revenue
CDBG	13,507	CDBG	15,684
<b>Federal Subtotal:</b>	<b>13,507</b>	<b>Federal Subtotal:</b>	<b>15,684</b>

STATE FUNDS			
Source of funds and description of terms	Last Year's Revenue	Source of funds and description of terms	This Year's Projected Revenue
<b>State Subtotal:</b>		<b>State Subtotal:</b>	

FOUNDATION FUNDS			
Source of funds and description of terms	Last Year's Revenue	Source of funds and description of terms	This Year's Projected Revenue
<b>Foundation Subtotal:</b>		<b>Foundation Subtotal:</b>	

PRIVATE DONATIONS AND MISCELLANEOUS FUNDS			
Source of funds and description of terms	Last Year's Revenue	Source of funds and description of terms	This Year's Projected Revenue
Counseling Fees	43,540	Counseling Fees	42,000
<b>Private/Miscellaneous Subtotal:</b>	<b>43,540</b>	<b>Private/Miscellaneous Subtotal:</b>	<b>42,000</b>
<b>Total:</b>	<b>57,047</b>		<b>57,684</b>

Documentation: The source of the above information is in Attachment G on Page 19-21

Briefly describe the reasons for any significant increases or decreases between the budgets being provided.

Table B-2 – ANTICIPATED IN-KIND CONTRIBUTIONS		
Type of Contribution	Value per Unit	Total Value
Jupiter Communities (Facilities)	\$859 X 2 apartments X 12 months	\$20,616
Laidlaw Bus Service	\$119 (4 hr subsidy) \$144 (5 hr subsidy)	\$263
New World Repertory Theatre	20 tickets @ \$12 group rate	\$240
Volunteer Hours	462 hours @ \$8/hr	\$3,698
<b>TOTAL</b>		<b>\$24,817</b>

2.3 **2.3 TABLE C**

Please provide detail of how the money you are requesting will be used. Be sure to complete all columns.

Table C: DETAILED EXPENSES OF SPECIFIC PROJECT FUNDED IN PART WITH CDBG/ESG FUNDS		
Activity/Program Costs:	Current Year Budget	CDBG/ESG Request
<i>Example: Full-Time Children's Counselor - Salary</i>	30,222	\$15,000
<i>Full-Time Children's Counselor – Benefits</i>	6,812	\$5,000
<b>Resource Center Coordinator – Salary</b>	\$34,304	\$34,304
<b>Resource Center Coordinator – IMRF Benefits</b>	\$4,233	\$4,233
<b>Resource Center Coordinator – Medicare, Social Security &amp; Life Insurance</b>	\$2,707	
<b>Total Activity/Program Costs:</b>	\$41,244	\$38,537

Use the space below for any written explanation of the numbers on Table C you care to provide:

**PART 3: EFFICIENCY**

**3.1 Leveraging of Resources**

- a. **Local Support:** Describe support the applicant receives from local government or community groups and from volunteers, and describe how you proactively work with the local community on issues relating to your organization.

In the proposed budget, the Village of Downers Grove will support 68% of NRC expenses through its General Fund. The Village provides support toward youth mentor salaries, general operating expenses, and Community Oriented Policing (COP) officer salary support and benefits. The NRC is staffed by employees of the local government (Village of Downers Grove) through its Counseling and Social Services Department and the COP officers of the DG Police Department. Employees of the Village through the Voices Committee provide contributions in the form of donations and gifts. Programs are offered through various departments including the Fire and Police departments. Adult volunteers are joined by youth volunteers from three area high schools seeking community service hours.

- b. **Collaborative Partners:** Identify any other social service agencies *directly involved* in the delivery of services within the scope of this project.

College of DuPage, ESL Classes  
People's Resource Center, Computer Classes, Art Classes  
Family Shelter Services, Domestic Violence Prevention  
Midwestern University, Health Fairs, Sports Saturdays, volunteers  
Seaspar, Recreational programs  
Xilin Society: Health Fair, Asian Community support services  
University of Illinois Extension, Nutrition Program  
Salvation Army, financial assistance to residents  
Benet Academy High School, Volunteers for Homework Happening  
District 99, Volunteers for Homework Happening

**3.2 Type of Project** According to the type of project, complete one of the following:

New/Start-up Projects

**Milestones and Timetables:** Describe milestones that will mark progress in implementing the activity and provide a timetable for the completion of each.

Ongoing / Continual Projects

**Funding:** Will the funding requested be used to replace another funding source? Yes  No   
**Readiness:** Do you anticipate any delays in the implementation of the project? Yes  No

Please explain any yes answers here:

**PART 4: POPULATIONS SERVED**

4.1 **Benefit to Low Income Persons:** Indicate the number of persons benefited, by income category, in the table below. See Selection Criteria for more information.

Income Range	Number of Persons Benefited
0-30% of MFI*	270
31-50% of MFI*	346
51-80% of MFI*	468
81% + of MFI*	754
<b>TOTAL</b>	<b>1838</b>

\*MFI = Median Family Income.

**Documentation:** The source of the above information is in Attachment H on Page 23-30

4.2 **Benefit to Minorities:** Describe benefit to minority populations in the table below.

**Mono-racial**

	<i>Choose one column only Household or Persons</i>	
<b>Race: White</b>		
<i>Ethnicity: Hispanic / Latino</i>		27
<i>Ethnicity: Not Hispanic / Latino</i>		11
<b>Race: Black / African American</b>		
<i>Ethnicity: Hispanic / Latino</i>		0
<i>Ethnicity: Not Hispanic / Latino</i>		27
<b>Race: Asian</b>		
<i>Ethnicity: Hispanic / Latino</i>		0
<i>Ethnicity: Not Hispanic / Latino</i>		5
<b>Race: American Indian / Alaskan Native</b>		
<i>Ethnicity: Hispanic / Latino</i>		0
<i>Ethnicity: Not Hispanic / Latino</i>		0
<b>Race: Native Hawaiian / Other Pacific Islander</b>		
<i>Ethnicity: Hispanic / Latino</i>		0
<i>Ethnicity: Not Hispanic / Latino</i>		0

**Bi-racial and Multi-racial**

<b>Race: Asian and White</b>		
<i>Ethnicity: Hispanic / Latino</i>		0
<i>Ethnicity: Not Hispanic / Latino</i>		0
<b>Race: Black / African American and White</b>		
<i>Ethnicity: Hispanic / Latino</i>		0
<i>Ethnicity: Not Hispanic / Latino</i>		1
<b>Race: American Indian/ Alaska native and Black / African American</b>		
<i>Ethnicity: Hispanic / Latino</i>		0
<i>Ethnicity: Not Hispanic / Latino</i>		0
<b>Race: Other Multi-racial</b>		
<i>Ethnicity: Hispanic / Latino</i>		0
<i>Ethnicity: Not Hispanic / Latino</i>		0

**Documentation:** The source of the above information is in Attachment H on Page 30

### 4.3 Underserved Populations

- a. **Cultural and Linguistic Competency:** Describe how your agency demonstrates cultural and linguistic competency.

Cultural and Linguistic Competency	
1. Mission / vision statement	As part of the Village of Downers Grove's Strategic Plan, the Five Year Plan 2007-2012 lists an objective "Continuing Reinvestment in the Neighborhoods and Maintaining Safe and Secure Neighborhoods".
2. Assessment of needs	Registration forms include survey of other NRC programming including ESL classes to assess the need for and coordinating the offerings of ESL classes.
3. Ongoing training; measuring effectiveness	As part of the COP/Village Police Dept. accreditation through Commission of Accreditation of Law Enforcement Agencies (CALEA), officers are trained in diversity and cultural sensitivity. Village employees are provided with diversity training through the Human Resources department.
4. Workforce, committees, etc. reflective of the community	The police department has several bilingual officers who are former Community Oriented Police (COP) officers that have served at the complex and are available to assist Spanish speaking residents as needed.
5. Human resource management	The Village is an Equal Opportunity Employer. Youth mentoring staff have included minorities from the Hispanic/Latino, Asian and African American community.
6. Community consultation in programs designs; consultation of community leadership	Surveys for additional programming suggestions are administered to all registrants and their families to identify additional services that could include cultural and linguistic programs. The ESL program is coordinated with College of DuPage.
7. Promotional/educational materials appropriate and accessible	Many of the program flyers are printed in English and Spanish. Health educational presentations by an Asian community partner are available in Indian/Pakistani, Chinese, Korean, and Tagalog.
8. Entertainment materials reflecting various cultures	The Downers Grove Kabuki (Traditional Japanese style of theatre) styled presentation of the <i>Emperor's New Clothes</i> .
9. Services available in multiple languages; signage in pictures	Spanish language assistance is provided through Spanish speaking COP officers who have worked at the complex/NRC. Newsletters and written material are provided in Spanish. Health Fair and Health Dept. registration assistance in several Asian languages is available through a partnership with another entity.
10. Other	Character Counts! (Character building) posters are prominently displayed in separate English and Spanish versions.

- b. **Racial/Ethnic/Cultural Outreach:** Briefly describe the strategies you use to outreach to persons of different racial, ethnic, cultural backgrounds, and/or with limited English proficiency.

In the past the NRC has hosted health fairs for the Asian community with an association providing services to those who speak Urdu, Chinese, Korean, or other Asian languages. The presentation addressed not only women's health issues such as breast and cervical cancer but also assisted eligible participants in enrolling in free medical screening through the County Health Department. The NRC has also hosted a Spanish speaking presentation for domestic violence issues through the Family Shelter Services. In addition to the ESL courses provided to residents of Prentiss Creek, ESL courses for the greater community are provided as an outreach offering.

- c. **Accommodations:** Briefly describe the scope of accommodations made for people with disabilities.

The NRC is located on the first floor and is accessible by wheel chair. While the NRC doesn't have a TTY/TDD machine, the Village of Downers Grove does. Counseling and Social Services, the NRC's parent agency, has successfully been able to provide counseling services to clients with significant hearing impairments. Similarly, agency staff has been able to assist individuals with neurological impairments, mild developmental delays, degenerative diseases, and chronic mental illness in utilizing counseling and other social services.

R E S O L U T I O N

CDC-009-09

**Allocation of County Funding to Community Development Block Grant Agencies and Emergency Shelter Grant Agency**

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the "Housing and Community Development Act of 1974", and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093; and

WHEREAS, COUNTY has been a participating jurisdiction in the United States Department of Housing and Urban Development's ("HUD's") Housing and Community Development Program since 1975, and has applied for Community Development Block Grant Funds ("CDBG") from HUD as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383) ("ACT");

WHEREAS, COUNTY, in accordance with its application to HUD, uses a portion of its CDBG funds for public service activities including meeting the needs of the elderly, disabled, and families in crisis; and

WHEREAS, the Emergency Shelter Grant (ESG) program has been authorized by Title IV of the Stewart B. McKinney Homeless Assistance Act, which was enacted into law by Public Law 100-71 on July 22, 1987; and

Whereas, the program may be used to provide funds for rehabilitation and expansion of homeless shelters, and to defray maintenance and operating cost of organizations that provide assistance to the homeless in DuPage County and; and

WHEREAS, the attached five agencies submitted application requests totaling \$1,284,458; and

WHEREAS, the County Board approved these projects on February 10, 2009, as part of the 2009 Action Plan of the 2005-2009 DuPage County Consolidated Plan submitted to HUD for the Community Development Block Grant Program; and



WHEREAS, Agreements have been prepared requiring compliance with CDBG program requirements, and said Agreements have been approved by the Agencies.

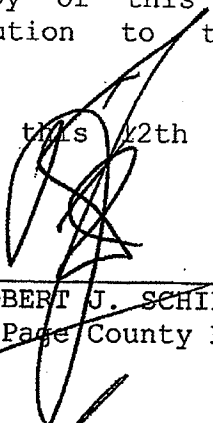
NOW, THEREFORE BE IT RESOLVED, that the Agencies and funding levels as detailed in Attachment I to this resolution be approved; and

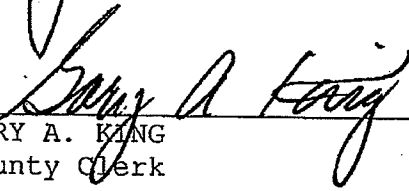
BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to execute the Agreements on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is hereby authorized to approve amendments to said projects so long as such amendments further the completion of the projects and are in accordance with regulations applicable to the Community Development Block Grant Program and are in accordance with the policies of DuPage County and the DuPage Community Development Commission; and

BE IT FURTHER RESOLVED, that the County Clerk be directed to send a certified copy of this Resolution to Community Development for distribution to the Agencies listed in Attachment I.

Approved and adopted this 12th day of May, at Wheaton, Illinois.

  
\_\_\_\_\_  
ROBERT J. SCHILLERSTORM, CHAIRMAN  
DuPage County Board

Attest:   
\_\_\_\_\_  
GARY A. KING  
County Clerk

Ayes: 17  
Absent: 1

<b>COMMUNITY DEVELOPMENT BOCK GRANT</b>		
<b>Project #</b>	<b>Agency Name</b>	<b>Amount</b>
CD09-01	Village of Bensenville (Wood Ave & Ellis St)	\$488,985
CD09-02	Village of Downers Grove (Prentiss Creek Area Lighting)	\$150,000
CD09-03	Village of Glendale Heights (Cambria Street Infrastructure)	\$572,160
CD09-09	People's Resource Center (Basic Services Program)	\$15,000
CD09-12c	People's Resource Center (Homeless Prevention Program)	\$23,090
CD09-12e	Serenity House Counseling Services (Substance Abuse Counseling)	\$12,156
	<b>Total</b>	<b>\$1,261,391</b>

<b>EMERGENCY SHELTER GRANT</b>		
<b>Project #</b>	<b>Agency Name</b>	<b>Amount</b>
ES09-04	Serenity House Counseling Services (Shelter Program)	\$23,067
	<b>Total</b>	<b>\$23,067</b>

AGREEMENT  
BETWEEN THE COUNTY OF DU PAGE AND  
THE VILLAGE OF DOWNERS GROVE  
CD09-02

This AGREEMENT is entered into as of the 12th day of May, 2009, by and between the COUNTY OF DU PAGE, a politic body and corporate of the State of Illinois (hereinafter called "COUNTY") with offices at 421 N. County Farm Road, Room 1-700, Wheaton, IL 60187 and the VILLAGE OF DOWNERS GROVE, (hereinafter called "SUBGRANTEE") having a principal place of business at 801 Burlington Avenue; Downers Grove, Illinois, 60515.

RECITALS

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the "Housing and Community Development Act of 1974", and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, COUNTY has applied for Community Development Block Grant Funds from the United States Department of Housing and Urban Development (hereinafter called "HUD") as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383) (hereinafter called "ACT"); and

WHEREAS, SUBGRANTEE has heretofore agreed with the COUNTY to participate with the COUNTY in an application for Community Development Block Grant (hereinafter called "CDBG") funds so that the population of SUBGRANTEE is included in the total population utilized for grant calculation purposes by the COUNTY; and

WHEREAS, COUNTY, by and through its Community Development Commission ("CDC") has considered and approved the application of the SUBGRANTEE and hereby agrees to distribute to SUBGRANTEE a portion of the total CDBG funds allotted to the COUNTY, with the portion distributed to SUBGRANTEE being in an amount and upon the conditions provided herein ("CDBG FUNDS"); and

WHEREAS, the County Board approved this project on February 10, 2009, by Resolution No. CDC-002-09, as part of the 2009 Action Plan of the 2005-2009 DuPage County Consolidated Plan submitted to HUD for the Community Development Block Grant Program; and

WHEREAS, COUNTY and SUBGRANTEE enter into this AGREEMENT pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution and applicable statutes; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions hereinafter set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

I. INCORPORATION AND CONSTRUCTION

- A. All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this AGREEMENT.
- B. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

II. SCOPE OF THE PROJECT

- A. SUBGRANTEE hereby agrees to perform, in a timely fashion, the following activity, as previously defined in the application and project description, dated September 16, 2009, and submitted by the SUBGRANTEE, entitled "PRENTISS CREEK STREET LIGHTS" hereinafter called "PROJECT") in Downers Grove, Illinois.
- B. The purpose of the activities funded pursuant to this AGREEMENT is for the construction, replacement, or renovation of infrastructure improvements in the Prentiss Creek Area of the Village of Downers Grove. The scope of the activities for the project includes:
  - 1. Installation of approximately 40 solar powered street lights in the high density residential Prentiss Creek area. The perimeter area to which street lights will be installed include: N/W 6530 Midhurst, N/E 2000 Aldrich, S/W 2237 Midhurst, and S/E 2001 Oxnard.

2. Reimburse for other costs associated with the PROJECT that are consistent with the scope and intent of the PROJECT, and are pre-approved by CDC Staff.
- C. The SUBGRANTEE shall comply with administrative and procurement requirements as applied to the Community Development Block Grant program in accordance with 24 CFR 85, and further promises:
1. The Bid Specifications shall include all specifications and pertinent attachments and shall define the items or services in order for the bidder to properly respond.
  2. The SUBGRANTEE shall submit the Bid Specifications and plans to the CDC office for staff's approval prior to advertising in a local newspaper and the Dodge Construction News.
  3. The SUBGRANTEE shall include in the invitation for bids, the statement "Minorities and women contractors are encouraged to submit bids." The SUBGRANTEE shall purchase a 1" x 3" space in the Dodge Construction News Classified Section specifically inviting MBE/WBE firms to submit bids.
  4. All bids will be publicly opened at the time and place prescribed in the invitation for bids.
  5. The SUBGRANTEE shall provide the CDC office with a copy of the classified advertisement and the results from the bid opening.
  6. The contract award will be made, in writing, to the lowest responsive and responsible bidder. Any or all bids may be rejected, if there are sound documented reasons.
- D. The SUBGRANTEE shall comply with the Federal Labor Standards and Prevailing Wage Rates as applied to the Community Development Block Grant Program in accordance with Title 29 of the Code of Federal Regulations, Part 5:

1. After the start of construction, the SUBGRANTEE shall provide to the CDC Staff weekly reports from the contractor and/or subcontractor(s) relative to the work performed by them at the PROJECT site. The SUBGRANTEE shall conduct employee interviews of the contractor and/or subcontractor(s) at the PROJECT site.
2. Originals of all documents required for compliance with the Federal Labor Standards shall be supplied to the CDC Office.
3. SUBGRANTEE shall erect a sign in a prominent place at the PROJECT site crediting the DuPage Community Development Commission and HUD for funding of the PROJECT by including the following statement:

"Funding for this PROJECT has been provided, in part, by the DuPage Community Development Commission from the U.S. Department of Housing and Urban Development's Community Development Block Grant Program."

- E. The SUBGRANTEE shall provide a progress report to the CDC office each month, reporting on the status of the PROJECT in relation to the project target dates. The progress reports shall begin upon the signing of this AGREEMENT and shall continue until the PROJECT is closed out.
- F. SUBGRANTEE shall return to the COUNTY any program income, as defined in 24 CFR Part 570.500(a), which is generated as a result of this PROJECT. Written request for an exception to this provision must be made, in writing, to the CDC Office explaining why the SUBGRANTEE needs the income, the specific activities the SUBGRANTEE will undertake with the funds and how the SUBGRANTEE will report the income and expenditures to the COUNTY. A written response to the request will be provided to SUBGRANTEE from the COUNTY.

### III. AMOUNT AND TERMS OF GRANT

- A. The COUNTY shall distribute to SUBGRANTEE, as SUBGRANTEE'S portion of the total grant received by the COUNTY and in consideration of SUBGRANTEE'S undertaking to perform the PROJECT, a maximum of ONE HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$150,000.00) (hereinafter "GRANT FUNDS"), to be paid in the manner set forth herein in Section VII and in

Exhibit "A".

- B. This PROJECT shall be identified as CDC Agreement No. CD09-02 and CDC Account No. 3881. These identifying numbers shall be used by SUBGRANTEE on all payment requests.
- C. SUBGRANTEE shall be responsible for the contribution of a minimum of ONE HUNDRED EIGHTY THOUSAND and 00/100 (\$180,000.00) or 54.54% of the total project cost in leveraging funds to the PROJECT, and evidence of said leveraged funds shall be made conspicuous within the written request and accompanying documents.
- D. Grant funds for this PROJECT are awarded based on the ratio of the granted amount, \$150,000.00, and the total project cost, \$330,000.00, as provided in the application. The ratio of these two figures establishes the amount split between the COUNTY and the SUBGRANTEE. For this PROJECT, the COUNTY is committed to 45.45% and the SUBGRANTEE is responsible for 54.54% of each payment request.

#### IV. SUBGRANTEE'S COMPLIANCE WITH THE ACT

- A. COUNTY shall assist SUBGRANTEE in making application for Community Development Block GRANT FUNDS and in complying with the ACT and the rules and regulations promulgated for implementation of the ACT.
- B. SUBGRANTEE agrees to abide by the ACT, and all HUD rules and regulations promulgated to implement the ACT, as identified in Exhibit "A" attached hereto and made a part hereof.
- C. COUNTY, as a condition to this grant of funds, requires the SUBGRANTEE, when applicable, (1) to assist in the completion of an environmental review as needed for the PROJECT and (2) complete certifications showing equal employment opportunity compliance including equal employment opportunity certification with reference to the PROJECT, as set forth in Exhibit "B" attached hereto and made a part hereof.
- D. SUBGRANTEE, in performing under this AGREEMENT, shall:
  - 1. Not discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice; and

2. Take affirmative action to insure that applicants are employed without regard to race, creed, color, sex, age or national origin, with such affirmative action including, but not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship.
- E. SUBGRANTEE agrees and authorizes CDC and the U. S. Department of Housing and Urban Development to conduct on-site reviews, examine personnel and employment records and to conduct any other procedures or practices to assure compliance with the provisions set forth in Paragraph D above. SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the non-discriminatory clause set forth in Paragraph D above.
  - F. SUBGRANTEE agrees not to violate any laws, State or Federal rules or regulations regarding a direct or indirect illegal interest on the part of any employee or elected official of the SUBGRANTEE in the PROJECT or payments made pursuant to this AGREEMENT.
  - G. SUBGRANTEE agrees that to the best of its knowledge, neither the PROJECT nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code, referred to as the Hatch Act.
  - H. SUBGRANTEE shall maintain records to show actual time devoted and costs incurred in relation to the PROJECT and shall prepare and submit monthly progress reports which describe the work already performed and anticipated during the remaining time of the PROJECT. Upon fifteen (15) days prior written notice from the COUNTY, originals or certified copies of all time sheets, billings, and other documentation used in the preparation of said progress reports shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois.



- I. SUBGRANTEE shall adopt the audit requirements of the Office of Management and Budget (hereinafter "OMB") Circular A-128, "Audits of State and Local Government." SUBGRANTEE shall submit to the COUNTY one copy of said audit report. SUBGRANTEE shall permit the authorized representatives of the COUNTY, HUD and the Comptroller General of the United States to inspect and audit all data and reports of the SUBGRANTEE relating to its performance under the AGREEMENT.
- J. COUNTY shall provide, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.
- K. SUBGRANTEE and COUNTY shall at all times observe and comply with Title 24 CFR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, County, and local government, which may in any manner affect performance under this Agreement, and SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal government.
- L. SUBGRANTEE shall transfer to the COUNTY any CDBG funds on hand and submit all billings attributable to this PROJECT at the time this AGREEMENT expires.
- M. SUBGRANTEE will ensure that any real property under the SUBGRANTEE'S control that was acquired and/or improved in whole or in part with CDBG funds in excess of TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000) is used to meet the benefit of low and moderate income persons as defined by HUD, for a period of twenty (20) years after the expiration of the AGREEMENT.
- N. If during the twenty (20) year period after the expiration of this AGREEMENT, the SUBGRANTEE disposes of any property under the SUBGRANTEE'S control that was acquired and/or improved in whole or in part with GRANT FUNDS in an amount in excess of TWENTY FIVE THOUSAND and 00/100 Dollars (\$25,000), then the SUBGRANTEE will reimburse the COUNTY in the amount of 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.

## V. RIGHTS TO SUBCONTRACT

- A. SUBGRANTEE is herewith granted authority to subcontract all or any portion of the PROJECT to such engineers, architects, independent land use consultants, professional land planners, construction contractors or other entities as SUBGRANTEE shall deem appropriate or necessary and upon such terms as may be acceptable to SUBGRANTEE.
- B. Administration of any subcontracts by the SUBGRANTEE shall be in conformance with 24 CFR Part 570.200(d)(2) and Part 85.36.

## VI. COUNTY'S OBLIGATION TO PROSECUTE APPLICATION

- A. COUNTY shall forthwith file all applicable documents and shall comply with all applicable rules and regulations to secure a release of GRANT FUNDS for the PROJECT.
- B. After the COUNTY has received notification that GRANT FUNDS for the PROJECT have been released by HUD, the SUBGRANTEE shall be authorized to accept the proposal of any subcontractor for the PROJECT.
- C. COUNTY agrees to abide by the ACT, and all HUD rules and regulations promulgated to implement the ACT.

## VII. BILLING PROCEDURE

- A. Upon release of GRANT FUNDS by HUD for the PROJECT, the COUNTY shall make disbursements to the SUBGRANTEE as either reimbursement for advances made by SUBGRANTEE or as advances for specific cash requirements of SUBGRANTEE for the PROJECT. All claims of SUBGRANTEE, whether for reimbursement or advancement, shall comply with the following requirements:
  - 1. The SUBGRANTEE shall provide the CDC Office, upon approval of this Agreement, with an itemized list of all estimated expenditures. This list shall show expected quantities and unit prices for each item.
  - 2. SUBGRANTEE shall submit a request for disbursement of GRANT FUNDS, on a form provided by the COUNTY (hereinafter referred to as "Request for Payment");

3. Requests for Payment shall be submitted on a timely basis. Each Request for Payment sent to the COUNTY shall be accompanied by a payment estimate form signed by the SUBGRANTEE's authorized representative, showing the work completed. Where the PROJECT includes funding sources in addition to the GRANT FUNDS herein, a written accounting of all funding sources applied to the PROJECT shall accompany the Request for Payment. Changes to items on the Request for Payment form must be authorized, in writing, by the SUBGRANTEE and a copy of such authorization shall be submitted to the CDC Office before payment pursuant to such changes is made.
4. Any claim for advancement of GRANT FUNDS shall be limited to an amount necessary for SUBGRANTEE to meet specific cash requirements for the PROJECT and shall be disbursed by SUBGRANTEE within three (3) working days of receipt by SUBGRANTEE;
5. Any request for reimbursement or advancement pertaining to construction work shall include the following:
  - (a) For interim payments to contractors and subcontractors, certification that the work for which payment is requested has been performed and is in place and to the best of SUBGRANTEE's knowledge, information and belief, the quality of such work is in accordance with the contract and subcontracts, subject to: (i) any evaluation of such work as a functioning PROJECT upon substantial completion; (ii) the results of any subsequent tests permitted by the subcontract; and (iii) any defects or deficiencies not readily apparent upon inspection of the work; and
  - (b) For final payment, a written statement that the work has been performed in a satisfactory manner and in conformance with the contract;
  - (c) Any changes to items on the Request for Payment form must be authorized, in writing, by the SUBGRANTEE and a copy of such authorization shall be submitted to the CDC Office before payment pursuant to such changes is made; and

- (d) The COUNTY's processing of all requests for payment shall be contingent upon the submission of the required documentation by the contractor and subcontractor to the COUNTY that fully complies with Federal labor standards, Uniform Relocation Act or any other applicable Federal, State, County or local statutes, rules or regulations.
- 6. Any request for reimbursement or advancement pertaining to acquisition of real property shall be accompanied by a copy of an executed contract for the purchase of real property and supporting documentation, if any, requested by the CDC Office.
- 7. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing any accounts payable, in such timely and reasonable manner as both parties shall determine.
- 8. SUBGRANTEE shall cooperate with the COUNTY to facilitate the COUNTY's maintenance of financial records regarding the PROJECT as required by Title 24 CFR 85.
- B. The COUNTY shall process an acceptable Request for Payment of GRANT FUNDS in accordance with this AGREEMENT, applicable HUD requirements and COUNTY fiscal policies.

#### VIII. ADMINISTRATION AND REPORTING REQUIREMENTS

- A. SUBGRANTEE shall administrate the GRANT FUNDS in conformance with the regulations, policies, guidelines and requirements of Title 24 CFR Part 85 and, OMB Circular numbers A-87 and A-128, as they relate to the acceptance and use of Federal funds for the PROJECT.
- B. SUBGRANTEE shall submit all required information to show compliance with applicable laws, rules and regulations, as specified in this AGREEMENT and shall submit to COUNTY a monthly progress report no later than the fifth (5th) day of the month following the activity being reported. Other reporting requirements are specified in Exhibit "A" attached hereto and made a part of this AGREEMENT.

IX. TERMINATION OF AGREEMENT OR SUSPENSION OF PAYMENT

- A. During the implementation of the PROJECT, COUNTY may terminate this AGREEMENT or may suspend payment of GRANT FUNDS to SUBGRANTEE for SUBGRANTEE's substantial breach of this AGREEMENT, abandonment of the PROJECT or occurrence rendering impossible the performance by SUBGRANTEE of this AGREEMENT.
- B. During the implementation of the PROJECT, the COUNTY may suspend payments of GRANT FUNDS due to use of GRANT FUNDS in a manner unrelated to SUBGRANTEE's performing the PROJECT, failure by SUBGRANTEE in submitting supporting information or documentation for a payment request; submission by SUBGRANTEE of incorrect or incomplete reports, or SUBGRANTEES suspension of its pursuit of the PROJECT.
- C. In the event COUNTY elects to terminate this AGREEMENT or to suspend payments, for any reason stated hereinabove in paragraphs A and B of this Section IX, it shall notify the SUBGRANTEE, in writing, of such action, specifying the particular deficiency, ~~at least five~~ (5) ~~working days~~ in advance of any such action and establishing a time and a place for the SUBGRANTEE to refute the alleged deficiency at a time prior to COUNTY's taking such action. After allowing the SUBGRANTEE the opportunity to refute or correct the alleged deficiency, if the alleged deficiency continues to exist, in the reasonable opinion of the COUNTY, the COUNTY may withhold payment of the GRANT FUNDS until such time as the violation or breach is remedied. No action taken or withheld by the COUNTY under this paragraph shall relieve the SUBGRANTEE of its liability to the COUNTY for any funds expended in violation of any of the terms of this AGREEMENT.
- D. SUBGRANTEE shall transfer to the COUNTY any GRANT FUNDS in its possession or control and submit all billings attributable to this PROJECT at the time this AGREEMENT terminates or is suspended.

X. REMEDIES

- A. In the event HUD, or any other Federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in paragraph A of this Section X, then the COUNTY or SUBGRANTEE shall immediately notify the other party, in writing, providing the full details of the alleged

violation. The party owing the remedy for the alleged breach (the alleged breaching party) shall have the right to contest the claim, in its own name or in the name of the other party, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the other party. Upon any final adjudication, or upon any settlement agreed to between the party alleged to have breached this AGREEMENT and the Federal agency, the alleged breaching party shall promptly pay any funds found due and owing.

- B. As long as the party entitled to the remedy is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the alleged breaching party shall have complete right to settle or compromise any claim and to pay any judgment to the Federal government, so long as the party entitled to the remedy is indemnified.
- C. If either party has lost or been prevented from receiving any Federal funds, other than the GRANT FUNDS, as a result of any alleged violation subject to the remedy provisions hereof, the alleged breaching party shall repay, upon demand by the other party, such amount of GRANT FUNDS allegedly due, as a result of the alleged breach, and the alleged breaching party may then pursue any remedy it may have in an appropriate forum in its own name or in the name of the other party, whichever is applicable.

## XI. TIMELINESS

- A. Time is of the essence. SUBGRANTEE will be responsible for meeting the schedule deadlines listed below. Any target which the SUBGRANTEE does not achieve within two (2) months of the date listed will require the SUBGRANTEE to submit a revised implementation schedule for approval by CDC Staff. Failure to achieve these deadlines may result in the loss or reduction of grant funds.

<u>Progress Schedule</u>	<u>Date</u>
1. 50% of funds expended (claims submitted for 50% of funds)	10/1/2009
2. 100% of funds expended (claims submitted for 100% of funds)	3/31/2010

- B. SUBGRANTEE shall complete the PROJECT within twelve (12) months from the date of this AGREEMENT. However, in the event of any alterations or additions or of circumstances beyond the control of SUBGRANTEE, which in the opinion of the DuPage County Director of Community Services ("Director") will require additional time for completion of the PROJECT, then in that case, the time of completion shall be extended by said Director by a period of time not to exceed six (6) months.
- C. After a period of twelve (12) months from the date of this AGREEMENT, the Director shall review the progress of the PROJECT. At the time of this review, if the SUBGRANTEE has not demonstrated significant progress toward completion and delays are determined to be within the control of the SUBGRANTEE, the Director shall recommend to the COUNTY that this AGREEMENT be terminated, and all further payments suspended, and the COUNTY shall act upon said recommendation and notify the SUBGRANTEE of its action.
- D. If SUBGRANTEE is delayed in the completion of the PROJECT by any cause legitimately beyond its control, such that it cannot complete the PROJECT within eighteen (18) months of the date of this AGREEMENT, it shall immediately give written notice to the Community Development Commission Executive Committee, County Development Committee, and to the COUNTY of the anticipated delay, the reasons therefore and request an extension of time for completion of the PROJECT. The Community Development Commission Executive Committee shall immediately consider the request and recommend such an extension of time as is found by it, in the reasonable exercise of its discretion, to be required for completion of the PROJECT due to the particular circumstances. The COUNTY shall notify the SUBGRANTEE if the time extension will be granted or denied, and whether it intends to exercise the remedies available herein, including but not limited to suspension of further payments. A revised implementation schedule shall be submitted by SUBGRANTEE if an extension is granted by the COUNTY.

## XII. MISCELLANEOUS PROVISIONS

- A. AMENDMENTS - This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the other party for prior

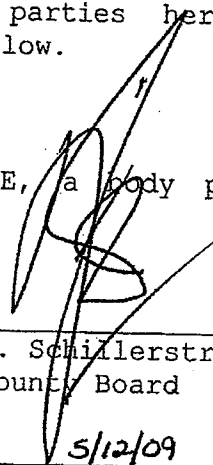
approval. No modifications, additions, deletions, or the like, to this AGREEMENT shall be effective unless and until such changes are executed, in writing, by the authorized officers of each party.

- B. SUBJECT TO FINANCIAL ASSISTANCE AGREEMENT - This AGREEMENT is made subject to financial assistance agreements between the COUNTY and the United States Department of Housing and Urban Development, with the rights and remedies of the parties hereto being in accordance with this AGREEMENT.
- C. ASSIGNMENT - except as provided in Section V hereof, SUBGRANTEE shall not assign this AGREEMENT or any part thereof and SUBGRANTEE shall not transfer or assign any GRANT FUNDS or claims due or to become due hereunder, without the written approval of the COUNTY having first been obtained.
- D. ATTORNEY'S OPINION - If requested, SUBGRANTEE shall provide an opinion of its attorney, in a form reasonably satisfactory to the State's Attorney's Office, that all steps necessary to adopt this AGREEMENT, in a manner binding upon SUBGRANTEE, have been taken by SUBGRANTEE, and that SUBGRANTEE is in compliance with applicable local, State and Federal statutes, rules and regulations for the purpose of complying with this AGREEMENT.

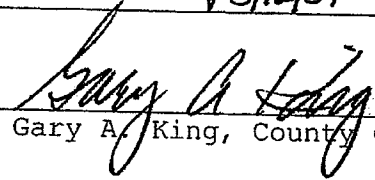


IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below.

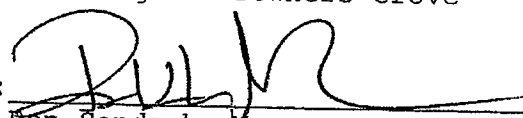
COUNTY OF DU PAGE, a body politic in the State of Illinois

BY:   
Robert J. Schillerstrom, Chairman  
DuPage County Board

DATE: 5/12/09

ATTEST:   
Gary A. King, County Clerk

SUBGRANTEE: Village of Downers Grove

BY:   
Ron Sandack, Mayor

DATE: 4/21/09

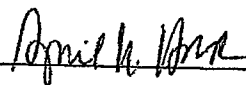
ATTEST: 

EXHIBIT A  
ASSURANCES

The SUBGRANTEE hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of CDBG FUNDS in accordance with the ACT and DuPage Community Development Commission policies. Also, the SUBGRANTEE certifies with respect to the grant that:

1. It is a member of the DuPage Community Development Commission, possesses legal authority to make a grant submission to the COUNTY and to execute a community development and housing program;
2. Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of the SUBGRANTEE to execute the AGREEMENT, all understandings and assurances contained herein, and directing the authorization of the person identified as the official representative of the SUBGRANTEE to act in connection with the execution of the AGREEMENT and to provide such additional information as may be required.
3. Prior to submission of its application to the COUNTY, the SUBGRANTEE has:
  - (A) Met the citizen participation requirements of 570.301(b) and has provided citizens with:
    - (1) The estimate of the amount of CDBG FUNDS proposed to be used for activities that will benefit persons of low and moderate income; and
    - (2) Its plan for minimizing displacement of persons as a result of activities assisted with CDBG FUNDS and to assist persons actually displaced as a result of such activities;
  - (B) Prepared its application in accordance with the policies of the DuPage Community Development Commission and made the application available to the public;
4. The grant will be conducted and administered in compliance with:

- (A) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352 42 U.S.C. Sec 2007d et seq.) and implementing regulations issued at 24 CFR Part I;
- (B) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-208), as amended; and that the SUBGRANTEE will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
- (C) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant hereto;
- (D) Section 3 of the Housing and Urban Development Act of 1968, as amended;
- (E) Executive Order 11246-Equal Opportunity, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
- (F) Executive Order 11063-Equal Opportunity in Housing, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;
- (G) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published in effect;
- (H) The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
- (I) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR Part 42, as required under 24 CFR 570.606;
- (J) The labor standards requirements as set forth in 24 CFR Part 570, Subpart K and HUD regulations issues to implement such requirements;
- (K) Executive Order 11988 relating to the evaluation of flood

hazards and Executive Order 11738 relating to the prevention, control and abatement of water pollution;

- (L) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
  - (M) The Fair Housing Act (42 U.S.C. 3601-20);
5. Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with CFR 570.608; and
  6. When a grant is in excess of ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000) it will comply with all applicable standards, orders, or requirements issued under Section 308 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the County, HUD, and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329).
  7. It has developed its application so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight; (the application may also include activities which the SUBGRANTEE certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
  8. It is following the current DuPage County Housing Assistance Plan which has been approved by HUD pursuant to CFR 570.306; and
  9. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the ACT or with amount resulting from a guarantee under Section 108 of the ACT by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the ACT are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the ACT;

or (2) for purposes of assessing any amount against properties owned and occupied by low and moderate income persons, the SUBGRANTEE certifies that it lacks sufficient funds received under Section 106 of the ACT to comply with the requirements of subparagraph (1) above.

10. The SUBGRANTEE certifies that it will provide a drug-free workplace by:

(A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUBGRANTEE's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(B) Establishing a drug awareness program to inform employees about :

(1) The dangers of drug abuse in the workplace;

(2) The SUBGRANTEE's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A);

(D) Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

- (E) Notifying the DuPage County Community Development Commission within ten (10) days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
  - (F) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F).
11. It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.

12. In regards to lobbying, the SUBGRANTEE certifies:

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBGRANTEE, 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 the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (C) The SUBGRANTEE shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement(s) and that all subrecipients shall certify and disclose accordingly.
- (D) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than TEN THOUSAND AND 00/100ths DOLLARS (\$10,000) and not more than ONE HUNDRED THOUSAND AND 00/100ths DOLLARS (\$100,000) for each such failure.

EXHIBIT B  
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Community Development Block Grant Program  
County of DuPage

The undersigned understands and agrees that it is a SUBGRANTEE of the Community Development Block Grant Program of the County of DuPage. The undersigned also agrees there shall be no discrimination against any employee who is employed in carrying out work from the assistance received from the County of DuPage and the Department of Housing and Urban Development, or against any applicant for such employment, because of race, color, religion, sex, age or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The SUBGRANTEE further agrees to the following:

1. It will incorporate or cause to be incorporated into any grant contract, loan, grant insurance or guarantee involving Federally assisted construction work, or modification thereof, which is paid for in whole or in part with funds obtained from the Community Development Block Grant program, the language contained in HUD Equal Employment Opportunity Regulations at 42 CFR 130.15(b), in Executive Order 11246, as amended by Executive Orders 11375 and 12006, and implementing regulations issued in 41 CFR Chapter 60.
2. It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any Community Development Block Grant Program construction.
3. It will assist and cooperate actively with the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor.
4. It will furnish the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor such information as they may require for the supervision of such compliance, and will otherwise assist the County of DuPage and the Department of Housing and Urban Development in the discharge of primary responsibility for securing compliance.

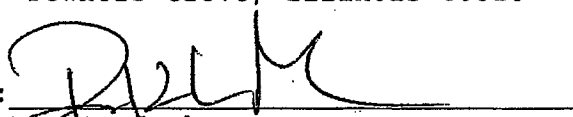


5. It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from or who has not demonstrated eligibility for government contracts and Federally assisted construction contracts pursuant to the Executive Order.
6. It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County of DuPage or the Department of Housing and Urban Development.
7. In the event that SUBGRANTEE fails or refuses to comply with the undertaking, the County of DuPage, or the Department of Housing and Urban Development may take any or all of the following actions: cancel, terminate or suspend, in whole or in part, this grant, refrain from extending any further assistance to the SUBGRANTEE until satisfactory assurance of future compliance has been received; and refer the case to the Department of Housing and Urban Development for appropriate legal proceedings.

NAME OF SUBGRANTEE: Village of Downers Grove

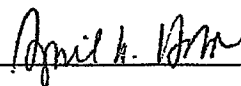
ADDRESS: 801 Burlington Avenue  
Downers Grove, Illinois 60515

BY: \_\_\_\_\_

  
Ron Sandack,  
Mayor

DATE: 4/21/09

ATTEST: \_\_\_\_\_



RESOLUTION NO. 2009-51

**A RESOLUTION AUTHORIZING EXECUTION OF  
AN AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE  
VILLAGE OF DOWNERS GROVE (PRENTISS CREEK AREA STREET LIGHTS)**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois as follows:

1. That the form and substance of the Agreement between the Village of Downers Grove and County of DuPage regarding a community development block grant for the Prentiss Creek Area Street Light Project Number CD09-02, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager entitled "Agreement Between the County of DuPage and the Village of Downers Grove", is hereby approved.

2. That the Mayor and Clerk are hereby authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this resolution, together with such changes as the Manager shall deem necessary.

4. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further actions as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

5. That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

6. That this resolution shall be in full force and effect from and after its passage in the manner provided by law.

  
Mayor

Passed: April 21, 2009

Published: April 22, 2009

Attest:   
Village Clerk



www.downers.us

**COMMUNITY RESPONSE  
CENTER**

630.434.CALL (2255)

**CIVIC CENTER**  
801 Burlington Avenue  
Downers Grove  
Illinois 60515-4776  
630.434.5500  
TDD 630.434.5511  
FAX 630.434.5571

April 23, 2009

Barbara Temborius  
Community Development Specialist  
DuPage Community Development Commission  
DuPage County  
421 N. County Farm Road  
Wheaton, IL 60187

**FIRE DEPARTMENT  
ADMINISTRATION**

5420 Main Street  
Downers Grove  
Illinois 60515-4834  
630.434.5980  
FAX 630.434.5998

**Re: Agreement for CD09-02 Prentiss Creek Area Street Lights**

Dear Ms. Temborius:

At its regular meeting on April 21, 2009, the Downers Grove Village Council adopted Resolution 2009-51 authorizing an agreement with DuPage County for grant funding in the amount of \$150,000.00 from the Community Development Block Grant Program for the Prentiss Creek area street lights.

**POLICE DEPARTMENT**

825 Burlington Avenue  
Downers Grove  
Illinois 60515-4783  
630.434.5600  
FAX 630.434.5690

I am enclosing a copy of Resolution 2009-51 and agreement. Please return an executed copy of the agreement to me.

Very truly yours,

April K. Holden  
Village Clerk

**PUBLIC WORKS  
DEPARTMENT**

5101 Walnut Avenue  
Downers Grove  
Illinois 60515-4074  
630.434.5460  
FAX 630.434.5495

**VILLAGE OF DOWNERS GROVE**

encl: a/s

cc: Naneil Newlon, Director, Public Works  
Sue Brassfield, Grants Coordinator

wpw\lagree\Block Grants

**DEPARTMENT OF  
COUNSELING AND SOCIAL SERVICES**

842 Curtiss Street  
Downers Grove  
Illinois 60515-4761  
630.434.5595  
FAX 630.434.5599



# DU PAGE COMMUNITY DEVELOPMENT COMMISSION

August 12, 2009

Mr. Ray Willis  
Director of Community Planning and Development Representative  
U.S. Department of Housing and Urban Development  
Ralph H. Metcalf Federal Building  
77 West Jackson Boulevard  
Chicago, IL 60604

RE: Bidding Process for Project CD09-02; \$150,000; Purchase and Installation of 25 Hybrid Street Lights

Dear Mr. Ray Willis:

DuPage Community Development Commission (CDC) has awarded the Village of Downers Grove \$150,000 toward the purchase and installation of solar powered street lights in a neighborhood with 59.75% low and moderate income households. Total cost of the project is \$330,000.

Solar powered lamps will eliminate the cost of electricity and the tons of carbon created to provide that electricity. Solar power as a single power source reduces the efficiency of multiple batteries and therefore still requires significant maintenance on a minimum, semi-annual basis for each lamp.

While researching specifications, Downers Grove discovered that an alternative has recently entered the market that provides a solution to the time and cost of maintaining a single-source, solar powered lamp. The alternative is a hybrid pole that uses both a solar panel and a wind turbine to maintain battery life. There are several advantages to the hybrid street lights over the standard single power source solar lights:

- 1) The Hybrid system uses both a solar panel and wind turbine to generate electricity which allow the system to operate at 100% light output all night, every night;
- 2) Stand alone Solar systems must have the sun present daily to operate at the same magnitude and efficiency as the Hybrid system;
- 3) The Hybrid system using wind and solar is far less likely to have a complete discharge cycle of the batteries;
- 4) The Solar system could frequently see complete discharge cycles of the batteries when inclement weather is present, which frequently occurs in the Chicago area;
- 5) The significantly fewer discharge cycles allow for longer battery life which reduce replacement costs over time;
- 6) The Hybrid system uses two batteries, whereas the Solar system in order to achieve 100% light output overnight, requires four;
- 7) The additional two batteries needed for the Solar system would increase maintenance and replacement costs in a shorter period of time;

**DU PAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES**

**DU PAGE CENTER • 421 N. COUNTY FARM ROAD • WHEATON, IL 60187**

**Mary A. Keating, Director**

**FAX 630-407-6601**

**630-407-6600**

- 8) The Hybrid system uses a direct-bury concrete pole with a concealed cavity in the base of the pole. This will reduce installation costs as well as provide a safe and secure location for the batteries and controls. Most solar systems use poles that require foundations and battery boxes that either mount to the exterior of the pole or in underground storage containers which increases installation costs and chances for vandalism and damage.

Downers Grove determined that the project could be completed using the hybrid lamps at the same cost schedule provided in their 2009 CDBG grant application. Downers Grove submitted their bid manual to the CDC to purchase hybrid street lights, which was approved on June 19, 2009. The project was advertised under the standard sealed bid procurement method; however on July 23, 2009, only one company responded which is capable of meeting the requirements of the bid specifications.

Under regular circumstances, this project would be advertised again for bid; however, extensive research has demonstrated only one company in America is manufacturing such a light pole system. According to 24 CFR 85.36(d)(2)(i),

"In order for sealed bidding to be feasible, the following should be present:

- (A) A complete, adequate, and realistic specification or purchase description is available;
- (B) Two or more responsible bidders are willing and able to compete effectively and for the business;"

Downers Grove met part "A" above, however, capable contractors fell short of Part "B". It is because of these circumstances that the CDC wishes to advise the Village of Downers Grove to follow procurement under noncompetitive proposal regulations. Citing 24 CFR 85.36(d)(4)(i),

"Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

- (A) The item is available only from a single source;
- (B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (C) The awarding agency authorizes noncompetitive proposals; or
- (D) After solicitation of a number of sources, competition is determined inadequate."

Material acquisition under Project CD09-02 is infeasible under small purchase procedures, sealed bids, or competitive proposals due to Parts "A" and "D" listed above and, therefore, noncompetitive proposal procedures are the most effective method to utilize CDBG funds to provide the people of Downers Grove with low-maintenance "green" street lighting. Labor to erect the street lamps is separate from materials and will follow standard sealed bid procurement.

The CDC plans to instruct the Village of Downers Grove to continue to negotiate with the sole source hybrid lamp provider for Project CD09-02. Please advise within 10 days if HUD has any issues concerning this noncompetitive procurement process at 630-407-6608 or at michael.treve@dupageco.org.

Respectfully,



Michael R. Treve  
DuPage Community Development Commission

Enclosures

Cc: Michael McAfee, Senior Community Planning and Development Representative  
Mary Keating, Director of Community Services, DuPage County  
Thomas Schwertman, Community Development Manger, DuPage County  
Christine Pedersen, Community Development Accountant, DuPage County  
Kevin Bobikiewicz, PSRT Coordinator, Village of Downers Grove  
Luis Dominguez, Staff Engineer, Village of Downers Grove  
Susan Brassfield, Grants Coordinator, Village of Downers Grove