NOTICE AND AGENDA FOR
SPECIAL BOARD MEETING/RETREAT
OF THE PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
SATURDAY, NOVEMBER 7, 2026 AT 10:00 A.M.
COUNCIL CHAMBERS
200 SOUTH FIFTH AVENUE
VILLAGE OF MAYWOOD, ILLINOIS

THIS MEETING WILL BE CONDUCTED AS AN IN-PERSON MEETING.

Options to watch and listen to the public meeting:
Live stream on the Village Website Home Page via Village Facebook and YouTube platforms:
Go to www.maywood-il.org and click "Video on Demand".

AGENDA

1. Call to Order
2. Roll Call
3. Invocation
4. Pledge of Allegiance to the Flag
5. Approval of the minutes: None

6. Oaths, Reports, Proclamations, Announcements and Appointments
7. Finance Management Reports:
8. Village President's Report

A. Closed Meeting Session

1) Pending Litigation (5 ILCS 120/2(c)(11))

2) Probable and Imminent Litigation (5 ILCS 120/2(c)(11)).

3) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint (5 ILCS 120/2(c)(1))

4) Collective negotiating matters between the Village and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees (5 ILCS 120/2(c)(2)).

5) The purchase or lease of real property for use by the Village (5 ILCS 120/2(c)(5)).

6) The setting of a price for sale or lease of property owned by the Village (5 ILCS 120/2(c)(6)).

B. 2026 RETREAT OF THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES

1) Public Comment

2) Introductions

3) Community Engagement
    a. 2026 & 2027 Events
    b. Public Services
    c. 2026 Overview
    d. What's Coming in 2027
    e. Lead Service Line
    f. 705 Union Contract
4) Police

    a. Recruitment
    b. 911 Call Center
5) Fire
    a. OSHA
    b. Union Contract
6) Historic Preservation District
    a. Capital Initiatives
    b. 615 South 5th Avenue (Grocery Store)
    c. 1100 South 11th Avenue
    d. 150 South 5th Avenue
    e. Cook County Projects
    f. Sports Complex
    g. STEM Institute
    h. Federally Qualified Health Center
    i. Downtown 5th Ave Signage & Aesthetics

    Lunch
7) Economics, Innovation, & Sustainability
    a. Housing Program
    b. Covenant Project
    c. Partnership & Possibilities
    d. SEIN
8) Information Technology
    a. Impact
    b. ProvenIT
9) Finances
    a. Budget Review
10) Village Manager

a. Operation Updates

11) Human Resources

a. Village Manager Process

b. Police Chief Process

c. 2026 Employee Handbook

d. Development & Training Overview

e. Recruitment

12) Dr. Chears

13) Alliances, Committees & Commissions

14) Elements of Healthy Maywood

9. Village Manager's Report(s):

10. Village Attorney Report:

11. Trustee Committee Reports: None

A. Community Policing & Public Safety Committee

B. Engagement & Communications Committee

C. Fiscal Accountability & Government Transparency Committee

D. Infrastructure & Sustainability Committee

E. Ordinance & Policy Committee

F. Planning & Development Committee

12. Omnibus Agenda Items:

A. A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN COOK COUNTY AND THE VILLAGE OF MAYWOOD (Program Year 2026) (18th Avenue Roadway Improvements from Harrison Street to Winfield Scott Park). 5

13. New Business Agenda Item(s):

14. Old Business Agenda Item(s): None

15. Board of Trustees Comments/Information

16. For Information Only

17. Adjournment

cc: Mayor — Nathaniel George Booker

Trustees: Isiah Brandon
Miguel Jones
Asia Ousley
Steven Smiley
Antonio Sanchez
Rahmaan “Ray” Williams

Village Clerk — Tori-Love Garron

Acting Village Manager — Lanya Satchell

The above Public Meeting restrictions are authorized by the Open Meetings Act, the CDC directive (social distancing guidelines) and the Illinois Governor's Disaster Proclamations (Restore Illinois Plan), and Executive Orders relating to the COVID-19 pandemic and his implementation of the "Restore Illinois" Plan and the mask mandate for individuals within indoor public places.

KLEIN, THORPE & JENKINS
ATTORNEYS AT LAW

Michael A. Marrs
Cell: 312.909.1391
Email: mamarrs@ktjlaw.com

900 Oakmont Lane, Suite 301
Westmont, Illinois 60559
www.ktjlaw.com

MEMORANDUM

To: **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
From: **Michael A. Marrs**
Date: **November 4, 2026**
Re: **The 2026 Community Development Block Grant Program Year ("CDBG Program") -- Subrecipient Grant Agreement for the 2027 CDBG Roadway Improvement Project (18th Avenue from Harrison Street to Winfield Scott Park)**

Per the request of Acting Village Manager Lanya Satchell and Village Engineer Bill Peterhansen, I have enclosed the following documents for review, discussion and action during an upcoming Committee of the Whole Meeting / Special Village Board Meeting:

1. RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN COOK COUNTY AND THE VILLAGE OF MAYWOOD (Program Year 2026) (Project No. 2606-015 - 2027 CDBG Roadway Improvements Project: 18th Avenue from Harrison Street to Winfield Scott Park), with a copy of the Agreement attached as Exhibit "A" to the Resolution.
2. Hancock Memorandum dated October 21, 2026, attached to this Memorandum.

Application, Project and Scope of Work

The enclosed Resolution approves and authorizes the Village of Maywood to file an application with Cook County for an allocation of funds during the 2026 Program Year under the Community Development Block Grant Program ("CDBG Program") to complete the 18th Avenue from Harrison Street to Winfield Scott Park Roadway Improvements Project ("Project"), which is described in the Village Engineer's Project Memorandum October 21, 2026. The Total Estimated Project Cost is $972,000.00. The requested amount of CDBG Program funds to complete the Project and the amount of needed Village matching funds and Project funding sources are as follows:

- Community Development Block Grant ("CDBG") 2026 Program Year: $400,000.00
- Matching Village Funds from General Corporate Fund: $572,000.00

The enclosed Authorizing Resolution is a required submittal to Cook County as part of the Village's CDBG Program Application.

If there are any questions, please contact me.

Michael

Enclosures
cc: Tori-Love Garron, Village Clerk (w/ encls.)
Lanya Satchell, Acting Village Manager / Finance Director (w/ encls.)
Tracey Bey, Assistant Village Manager (w/ encls.)
Greg Buchanan, Public Works and Building & Code Director (w/ encls.)
Bill Peterhansen, Village Engineer (w/ encls.)
Michael T. Jurusik, Village Attorney (w/ encls.)
Carlos S. Arevalo, Village Attorney (w/ encls.)

HANCOCK ENGINEERING
100 Years of Excellence
Civil Engineers ◆ Municipal Consultants ◆ Established 1911

MEMO

Date: October 21, 2026

To: Village of Maywood

Attn: Ms. Lanya Satchell, Acting Village Manager

cc: Mr. Russell Davenport, Assistant Village Manager of Public Services
Mr. Greg Buchanan, Director of Public Works

From: Bill Peterhansen, P.E., CFM

Re: Cook County Community Development Block Grant
2026 Program Year Subrecipient Agreement
(Project 2606-015)

In the Spring of 2026, the Board approved the grant application for the "2027 CDBG Roadway Improvements Project". For clarity, the "2026 Cook County Program Year" is from October 1, 2026 through September 30, 2027.

The Village has recently received a subrecipient agreement from Cook County to be executed along with appropriate resolution.

Project Scope

The project involves roadway improvements to 18th Avenue from Harrison Street to Winfield Scott Park.

The improvements to these roadways will consist of the "Value Resurfacing" scope. The streets listed above have been identified to have been part of the curb and gutter drainage improvement program in the early 1990's. As such, the pavement was not addressed at that time and is estimated to not have been improved for at least 40 years.

The work will include pavement milling, patching as needed with 8" Portland Cement Concrete Base Course, intermittent removal and replacement of the concrete curb and gutter and driveways, intermittent sidewalk replacement, replacement of ADA compliant roadway crossings, drainage structure repairs as observed through field inspection, combined sewer repairs as observed through television inspection, installation of 1" hot-mix asphalt level binder course and 2" of hot-mix asphalt surface course, thermoplastic pavement markings, landscaping restoration, and other ancillary items.

Edwin Hancock Engineering Company ♦ 9933 Roosevelt Road ♦ Westchester, IL 60154-2780 ♦ Phone: 708/865-0300 ♦ Fax: 708/865-1212

Breakdown of Costs

ITEM	CDBG FUNDS	MATCHING FUNDS	TOTAL
Capital Infrastructure: Construction	$ 400,000	$ 431,000	$ 831,000
Professional Services: (Design and Construction Engineering, CDBG Grant Administration)	$ 0	$ 141,000	$ 141,000
Total	$ 400,000	$ 572,000	$ 972,000

Funding

The matching funds as listed above will need to come from the general fund.

Timeline and Action

The attached subrecipient agreement and other key documents are required to be executed along with a Board Approved resolution in advance of Staff's attendance at the workshop meeting with Cook County on Monday, November 9, 2026.

If the Board would like to move forward with the project and corresponding $400,000 in funds from Cook County, a resolution will need to be approved.

If you should have questions, please call our office at your convenience.

Edwin Hancock Engineering Company ♦ 9933 Roosevelt Road ♦ Westchester, IL 60154-2780 ♦ Phone: 708/865-0300 ♦ Fax: 708/865-1212

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Instructions for Executing Subrecipient Agreements

To streamline the process of signing and executing Subrecipient Agreements, please follow the instructions below. Failure to follow instructions will cause delays in fully executing your agreement.

You have received your agreement package via email this year. Please follow the instructions below and bring two signed and sealed (if applicable) copies to the Subrecipient Agreement Workshop in November. The agreement will be reviewed during the Workshop for any problems or omissions.

The Subrecipient Agreement Workshops are scheduled as follows:

- **Capital Improvement**, Economic Development and Demolition Projects – ***Monday, November 9, 2026 (10:00am to 12:00pm)***

Both Workshops will be held at the **Cook County Administration Building, 22nd Floor Conference Rooms G & H, 69 W. Washington, Chicago, IL 60602**.

The Agreement Package that you received via email contains the following:

- Agreement Cover Page
- Subrecipient Agreement (15 pages)
- Exhibits A through E

Instructions for Execution of the Subrecipient Agreement

1) Print and execute **two** copies of the complete Agreement Package.

2) Do not remove any pages of the agreement package. Use only the agreement and exhibits sent to you by the County. Please review the agreement and exhibits. However, do not make any changes in the agreement or exhibits. If you identify any issues or errors, please let us know.

3) A Board/Council Resolution authorizing an official to execute the Subrecipient Agreement is required. A sample resolution is included later in these instructions. Two original copies of the Resolution are needed – one for each copy of the Subrecipient Agreement.

4) A Certification of the above resolution is required. A sample certification for non-profits is included later in these instructions. We assume that units of government have their own certification format. Two original copies of the Certification are needed – one for each copy of the Subrecipient Agreement.

5) Complete the entire Subrecipient portion of the signature page of the Subrecipient Agreement (page 15). The Subrecipient Official who executes the signature page must be the person authorized by the Resolution. The Attest signature and Attorney signature are also required. The only exception is for a non-profit Subrecipient who does not have an Attorney. Please be sure that all signatures are dated.

6) Complete Exhibit D in a similar fashion to how you executed the signature page of the Subrecipient Agreement in Step 5 above. An Attorney signature is not needed on Exhibit D. Again, please be sure all signatures are dated.

7) All signatures must be original signatures. Copies of any signed pages will not be accepted.

8) The corporate or municipal seal must be displayed on all signature pages. The seal is needed on the Subrecipient Agreement signature page (page 14), the Resolution, the Certification, and Exhibit D. If a non-profit Subrecipient does not have a seal, you must inform the County in writing of this fact and bring the written notice to your Subrecipient Workshop with your Agreement Packages.

9) Staple both completed Agreement Packages in the upper lefthand corner. Insert the original Resolution and Certification after the agreement signature page (page 15). **Bring both completed Agreement Packages to your Subrecipient Workshop in October.**

10) Please review the list below, which highlights common execution problems from past years.

CDBG SUBRECIPIENT AGREEMENT EXECUTION – COMMON PROBLEMS

☐ The Subrecipient Agreement must be signed by the person authorized by the Resolution (see Step 5 above).

☐ The Subrecipient Agreement signature page must be signed, sealed and dated. If a non-profit agency does not have a seal, a written notice is needed (see Step 8 above).

☐ The date of the Attest signature on the Subrecipient Agreement signature page must match the date of the Subrecipient Official's signature.

☐ The Resolution must have the correct project number.

☐ The date that the Subrecipient Agreement signature page is executed cannot be earlier than the date the Resolution is passed.

☐ The Resolution must be signed and sealed and must use appropriate resolution language (see sample Resolution later in these instructions).

☐ The Certification date cannot be earlier than Resolution date.

☐ The Certification must be signed and sealed and must use appropriate certification language (see sample Certification later in these instructions).

☐ The date on the Resolution must match the Resolution date referenced in the Certification.

SAMPLE RESOLUTION

PLEASE NOTE: The below resolution is a sample resolution. Do not use this sample but rather execute a resolution on your own letterhead. If you would like an editable sample resolution in Microsoft Word, please contact Sonia Brown at (312) 603-1052.

When completing your resolution, use a position title only and DO NOT name a specific individual. Include both paragraphs in your resolution. You may also designate additional positions or positions different than those listed in the sample below for executing documents if you choose**.**

***Please remember to submit two (2) original signed and sealed resolutions to Cook County, one with each Subrecipient Agreement Package, as described in the instructions above.**

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED BY THE (Mayor/President/Chairman and (Council/Board of Trustees/Board of Directors of the (insert agency name) that the (President/Mayor/Chairman) and the (Clerk/Secretary) be and are hereby directed and authorized to submit the Subrecipient Agreement, all understandings and assurances and to execute the 2026 Community Development Block Grant (CDBG) Program Year Agreements with the County of Cook, Illinois for Project Number(s) _____, a copy of which (is/are) on file with the (Clerk/Secretary).

BE IT FURTHER RESOLVED BY THE (Mayor/President/Chairman and (Council/Board of Trustees/Board of Directors of the (insert agency name) that the (insert position title here- should be more than one position - **if you chose more than one position use the word "or" and not the word "and"**) be and is hereby directed and authorized to execute any and all additional documents necessary to carry out the 2026 Community Development Block Grant (CDBG) Program for the_____.

Dated this ___ day of _____, 2026.

ATTEST:

By: _____ BY: _____

Board President/Chairman (Signature) Secretary/Clerk (Signature)

_____ _____

Printed Name Printed Name

(SEAL)

SAMPLE CERTIFICATION

PLEASE NOTE: This below certification is a sample certification for non-profits. Do not use this sample but rather execute a certification on your own letterhead. If you would like an editable sample certification in Microsoft Word, please contact Sonia Brown at (312) 603-1052.

***Please remember to submit two (2) original signed and sealed certifications to Cook County, one with each Subrecipient Agreement Package, as described in the instructions above.**

CERTIFICATION

The undersigned and duly qualified acting Secretary of the Board of Directors of_____ hereby certifies that the attached copy of the resolution authorizing execution of the 2026 Community Development Block Grant (CDBG) Subrecipient Agreement with the County of Cook, Illinois is a true and correct copy of said resolution as passed by the Board of Directors of _____, on _____, 2026, and which is still in full force and effect as of _____.

By: _____
Secretary - Signature

_____
Printed Name

(SEAL)

COOK COUNTY
DEPARTMENT OF PLANNING AND DEVELOPMENT (DPD)
Community Development Block Grant (CDBG)

Federal Funding Accountability and Transparency Act (FFATA)

Check one: CDBG-CI ☐ CDBG-PS ☐ CDBG-CV ☐ CDBG-PL ☐
CDBG-ED ☐ CDBG-DEMO ☐ ESG ☐

All Federal grants obligated on or after October 1, 2010, must meet the terms and conditions of the Federal Funding Accountability and Transparency Act of 2006 (FFATA) and the new requirements established by the federal Office of Management and Budget. As a prime recipient of federal funds, the **Department of Planning and Development (DPD) is required to collect sub-award and executive compensation information from sub-recipients for entry** into a publicly searchable online database. The total federal funding authorized under this Federal Award equals or exceeds $30,000.00, as defined in 2 CFR 170-320 must be completed. Your agency, as a **DPD** delegate, is considered a federal sub-recipient and is therefore required to provide the sub-recipient information below for each federally funded DPD contract you receive.

As a condition of your CDBG award, please complete the form below and submit it with your CDBG Subrecipient Agreement.

Awardee Data Fields

Awardee Name: _____
Awardee Address: _____
Awardee UEI: _____
Awarded Amount: _____
Awardee Project Description: _____
Awardee Project Number: _____
Award Period (from/to) (mm/dd/yyyy): _____

Did your agency receive:
(1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; Yes ☐ No ☐

(2) $25 million or more in annual gross revenues from US Federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements in the preceding completed fiscal year?
Please answer Yes ☐ No ☐

Does the public have access to information about the compensation of the executives in your municipality or agency through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986? Please answer: Yes ☐ No ☐

Names and Compensation of Highly Compensated Offices. The names and total compensation of your agency's five most highly compensated officers.

Name 1: _____ Amount: _____
Name 2: _____ Amount: _____
Name 3: _____ Amount: _____
Name 4: _____ Amount: _____
Name 5: _____ Amount: _____

Authorizing Official

Name: _____ Title: _____

Signature: _____ Date: _____

Email: _____ Phone #: _____

Cook County DPD Finance Manager
Signature: _____ Date: _____

RESOLUTION NO. R-2026 -_____

A RESOLUTION
AUTHORIZING AND APPROVING THE EXECUTION OF
A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT
BETWEEN COOK COUNTY AND THE VILLAGE OF MAYWOOD
(Program Year 2026)
(Project No. 2606-015 - 2027 CDBG Roadway Improvements Project: 18th Avenue from Harrison Street to Winfield Scott Park)

WHEREAS, the Village of Maywood (the "Village" or the "Subrecipient") has been awarded a grant (the "Grant") from Cook County for an allocation of funds during the 2026 Program Year under the Community Development Block Grant Program ("CDBG Program") in order to complete a capital improvement project within the Village described as follows: Complete roadway reconstruction, drainage improvements, combined sewer repair and ADA improvements in the Village (the "Project"); and

WHEREAS, the total estimated Project cost is $972,000.00. Under the attached Community Development Block Grant Program Subrecipient Agreement (the "Subrecipient Agreement"), the Village will receive $400,000.00 of CDBG Program Grant Funds, which can be used only to pay for the Project's construction work. It is anticipated that the Village will pay a $431,000.00 matching contribution relative to the Project construction work and the Village will also pay $141,000.00 for the design and construction engineering services and CDBG Program grant administration services fees associated with the Project. If the Project costs exceed the estimates, the Village will use General Corporate Funds of the Village to pay for any extra costs; and

WHEREAS, the Village agrees to approve and enter into the attached Subrecipient Agreement with Cook County, wherein Cook County agrees to provide CDBG Program Grant Funds to the Village in an amount not to exceed Four Hundred Thousand and No/100 Dollars ($400,000.00), which shall be used for completion of the Project, all in accordance with the terms and conditions set forth in the Subrecipient Agreement. A copy of the Subrecipient Agreement is attached hereto as **Exhibit "A"** and is on file with the Village Clerk's Office; and

WHEREAS, the Village will use the CDBG Program Grant Funds solely and exclusively for eligible activities in connection with the Project and for no other purpose; and

WHEREAS, the President and Board of Trustees of the Village deem it to be in the best interests of the Village, its residents, business owners, property owners and the public to accept the Grant and enter into the Subrecipient Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval of Grant and Subrecipient Agreement. The President and Board of Trustees of the Village authorize the approval and execution of the Community Development Block Grant Program Subrecipient Agreement (the "Subrecipient Agreement") (**Exhibit "A"**) to be entered into with Cook

County for the purposes stated in the Subrecipient Agreement, and further approve the expenditure of the CDBG Program Grant Funds and the Village's General Corporate Funds to pay for the Project construction costs and the professional engineering services to be performed by the Village Engineer in regard to the Project.

SECTION 3: Acceptance of Grant and Execution and Delivery of Grant and the Subrecipient Agreement and Other Related Documents. The President and Board of Trustees of the Village of Maywood further authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, accept the CDBG Program Grant Funds and execute and deliver such additional documents, instruments and certificates as may be necessary or desirable for the Village to perform its obligations under the Grant and the Subrecipient Agreement.

SECTION 4: Approval and Execution of Other Necessary Documents Related to the Grant and the Subrecipient Agreement. The President and Board of Trustees of the Village ratify, authorize, confirm and approve all documents and instruments executed in connection with the Grant and the Subrecipient Agreement, including those acts taken prior to the date hereof.

SECTION 5: Delivery of Documents Related to the Grant and the Subrecipient Agreement. After approval of this Resolution and execution of all necessary documents the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, are authorized and directed to transmit executed originals or certified copies of all documents, including the Grant and the Subrecipient Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Grant and the Subrecipient Agreement.

SECTION 6: Compliance with Grant Requirements. The Village shall comply with all applicable federal, state, and Cook County requirements governing the administration and expenditure of CDBG funds, including the requirement to obtain authorization from Cook County before incurring grant costs and the applicable Notice to Proceed before commencing construction.

SECTION 7: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 10th day of November, 2026, pursuant to a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED this 10th day of November, 2026, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

_____
Nathaniel George Booker, Village President

ATTEST:

_____
Tori-Love Garron, Village Clerk

Exhibit "A"

A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN COOK COUNTY AND THE VILLAGE OF MAYWOOD
(Program Year 2026)
(2027 CDBG Roadway Improvements Project)

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Tori-Love Garron, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2026 -_____

A RESOLUTION
AUTHORIZING AND APPROVING THE EXECUTION OF
A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT
BETWEEN COOK COUNTY AND THE VILLAGE OF MAYWOOD
(Program Year 2026)
(Project No. 2606-015 - 2027 CDBG Roadway Improvements Project: 18th Avenue from Harrison Street to Winfield Scott Park)

which Resolution was passed by a roll call vote the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 10th day of November, 2026, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 10th day of November, 2026.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES:_____

NAYS:_____

ABSENT:_____

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 10th day of November, 2026.

_____
Tori-Love Garron, Village Clerk

[SEAL]

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PROGRAM YEAR 2026
October 1, 2026 through September 30, 2027

VILLAGE OF MAYWOOD

CDBG PY 2026
SUBRECIPIENT AGREEMENT

PROJECT NUMBER:
2606-015

AWARD:
$400,000

AWARDED TITLE:
2027 CDBG Roadway Improvements Project

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made and entered into as of the first day of October 2026, the first day of the Program Year, by and between the COUNTY OF COOK, a body politic of the State of Illinois, (hereinafter referred to as the "County"), and **Village of Maywood,** a qualifying entity, (hereinafter referred to as the “Subrecipient),”)

W I T N E S S E T H:

WHEREAS, the County is a home rule unit pursuant to the 1970 Illinois Constitution, Article VII, Section 6 and has been designated as an "Urban County" by the United States Department of Housing and Urban Development ("HUD") under the provisions of the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act"), and the County will receive an entitlement of funds during the period of October 1, 2026, through September 30, 2027, pursuant to said Act; and,

[SUBRECIPIENTS TO CHECK THE APPLICABLE BOX]

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

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

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

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

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

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

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

WHEREAS, the Subrecipient, with a **NPFADU3GJVG3** has elected to participate in the County's Community Development Block Grant ("CDBG") Program CFDA 14.218 under the aforesaid Act and the County has the right and authority under said Act to allocate a portion of its funds to the Subrecipient; and, the County has considered the application of the Subrecipient for funds for the purpose described in the Subrecipient's Project Summary (including any special provisions) attached hereto as Exhibit "E" which includes a detailed description of the work, and has approved the Project s, a complete budget and schedule for completing the work within the required allocated time and within its corporate or jurisdictional limits (hereinafter referred to as **2606-015**

NOW THEREFORE, the parties do hereby agree as follows:

1. Recitals.

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

2. Exhibits and Attachments.

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

1. An Equal Employment Opportunity Certificate (Exhibit "A")

2. Assurances (Exhibit "B")

3. Administrative Requirements (Exhibit "C")

4. Certificate of Lobbying (Exhibit “D”)

5. Project Summary and Line-Item Budget (Exhibit "E")

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

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

1. If the project is an **acquisition** project, or if it contains a temporary relocation component, HUD Handbook 1378 Relocation and Real Property Acquisition and Cook County Real Property Acquisition and Relocation Handbook; and

2. If the project is a **residential rehabilitation** project, the Cook County Manual of Administrative Procedures for Residential Rehabilitation;

3. If the project has a housing-related component coming within the scope of 24 CFR Part 35, the County of Cook, Illinois Policies and Procedures for Lead-Based Paint in Housing Programs.

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

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

3. Administrative Regulations and Compliance.

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

A. The uniform administrative requirements set out in 24 CFR Section 570.502; and

B. All Federal rules and regulations described in Subpart K of 24 CFR Part 570; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR Section 570.604 and 24 CFR Part 52.

C. Administrative Requirements pursuant to Exhibit C.

4. Agreement to Undertake the Project.

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

5. Grant Award.

The County hereby agrees to make a grant for a sum not to exceed the CDBG budget amount identified in Exhibit E. The Subrecipient agrees to abide by the Act and to use said funds solely for the purpose of paying for **2606-015** in accordance with the approved Project Summary (Exhibit E). **NO FUNDS MAY BE OBLIGATED PRIOR TO THE ISSUANCE BY THE COUNTY OF THE AUTHORIZATION TO INCUR GRANT COSTS. CAPITAL IMPROVEMENT PROJECTS WILL ALSO RECEIVE A NOTICE TO PROCEED WHEN CONSTRUCTION CAN BEGIN**.

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

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

B.
The Subrecipient agrees that, to the greatest extent practicable, procurement for construction, professional services, goods, and equipment will include minority and women-owned firms in the procurement process in compliance with 24 CFR 85.36(e). The construction shall be done by bonded contractors acceptable to the CDBG Program and must comply with the affirmative goal of using minority and women-owned businesses (MBE/WBE) which is currently set at 24% MBE and 10% WBE based upon the current County ordinance. The Subrecipient may use the County's Directory of Minority Business Enterprises, Women Business Enterprises and Disadvantaged Business Enterprises in its efforts to comply with this paragraph.

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

A. The Subrecipient shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this Agreement. The Subrecipient shall be subject to and comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found at 2 CFR Part 200. The Subrecipient shall be liable to the County in the same

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

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

C. Subrecipient agrees that all projects and their individual activities funded in whole or in part with CDBG funds must meet one of three national objectives:

1. Benefit low- and moderate-income people in the following categories;
   a. Area benefit activities
   b. Limited clientele activities
   c. Housing activities
   d. Job creation

2. Aid in the prevention or elimination of slum and blight; and
3. Meet an urgent need.

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

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

8. Conflict of Interest.

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

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

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

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

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

B. The Subrecipient understands and agrees that any person who is a director, officer, agent or employee of the Subrecipient who, either directly or indirectly, owns or has an interest in any property included in the project area shall disclose, in writing, to the Board of the Subrecipient said interest and the dates and terms and conditions of any disposition of such interest. All such disclosures shall be made public and shall be acknowledged by the Board and entered upon the minutes of the Subrecipient as well as reported to the County. If an individual holds such an interest, that individual shall not participate in any decision-making process in regard to such redevelopment plan, project or area or communicate with other members concerning any matter pertaining to said redevelopment plan, project or area. The Subrecipient agrees that all potential conflicts of interest shall be reported by the County to HUD with a request for a ruling prior to proceeding with the project.

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

1. exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under the County program;

2. are in a position to participate in a decision-making process or gain inside information with regard to such activities;

3. may obtain personal or financial interest or benefit from the activity; or

4. have an interest in any contract or agreement with respect thereto or the proceeds thereunder.

C. The Subrecipient agrees and understands that it and its officers, agents or employees must abide by all provisions of 2 CFR Part 200 and 24 CFR Section 570.611, as applicable.

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

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

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

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

.

9. **Environmental Review Procedures: Authorization to Incur Grant Costs.**

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

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

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

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

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

10. Lobbying:

The Subrecipient hereby certifies that:

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

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

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

D. Lobbying Certification

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

11. Hatch Act: Davis Bacon

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

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

12. Copyright

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

13. Religious Activities

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

14. Environmental Conditions

A. Air and Water

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

- Clean Air, 42 U.S.C., 7401, et seq;

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Debris and Hazardous Substances

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

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

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

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

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

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

A. The Subrecipient understands and agrees that all projects must be started within four (4) months from the date of the "Authorization to Incur Grant Costs" from the County. Any written requests for exceptions or extensions must be submitted and approved in writing within the three (3) months after the "Authorization to Incur Grant Costs" is issued.

B. **Capital Improvement/Demolition.** The Subrecipient represents to the County that the aforesaid project shall be completed within twelve (12) months from the receipt of the "Authorization to Incur Grant Costs" from the County. Any requests for extension beyond the twelve (12) months to complete the project must be submitted in writing sixty (60) days before the end of the twelve (12) months to complete. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly returned to the County. **The grant amount awarded hereunder must be completely expended within 12 months of the date of the Authorization to Incur Grant Costs; however, the Subrecipient understands and agrees that it is to make efforts to expend all funds before the end of the Program Year for this award on September 30, 2027.**

16. Records Maintenance.

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

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

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

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

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

A. The uniform administrative requirements set out in 24 CFR Section 570.502;

B. All Federal rules and regulations described in Subpart K of 24 CFR Part 570; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR Section 570.604 and 24 CFR Part 52;

C. The requirements of 24 CFR Section 570.503 (b)(3) that any program income derived from the use of CDBG funds (including any investments thereof) on hand at the end of the term of the Agreement shall be returned or repaid to the County.

D. The remedies for noncompliance and provisions on termination in accordance with 2 CFR part 200, subpart D.

E. The requirements of 24 CFR 570.503(b)(7), Reversion of Assets, as modified by 24 CFR 570.501(b). Specifically, the Subrecipient shall ensure that any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 is either:

(1.) used to meet one of the National Objectives set forth in 24 CFR 570.208, as may be amended or redesignated, for at least five (5) years after the date that Subrecipient is no longer considered by HUD to be a part of the County's urban county; or

(2.) if any such real property is not used in accordance with subsection (1.) above, Subrecipient shall pay the County an amount equal to the current market value of the property, less any portion of the value attributable to the expenditures of CDBG Funds for the acquisition of, or improvement to, the property. No payment to the County is required after the period of time described in subsection (1.) above.

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

The Subrecipient shall not assign or delegate this Agreement or any part thereof and the Subrecipient shall not transfer or assign any funds or claims due or that become due without the prior written approval of the County. Any transfer, assignment or delegation of any part of this Agreement or any funds from this Agreement shall be a violation of this Agreement and shall be of no effect. Violation of this provision may result in cancellation, termination or suspension of funds, or of this Agreement in whole or in part at the discretion of the County pursuant to paragraph 21 of this Agreement including any of the actions set out therein.

19. Blank Forms and Documents.

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

20. Obligation for Costs and Future Projects.

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

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

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

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

21. Indemnification.

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

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

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

22. Suspension or Termination of Agreement.

A. The Subrecipient agrees that, pursuant to 2 CFR Part 200 and 570.503(b)(7), if the County determines that the Subrecipient:

1. has not complied with or is not complying with;

2. has failed to perform or is failing to perform; or

3. is in default under any of the provisions of the Agreement whether due to failure or inability to perform or any other cause whatsoever; the County, after notification to the Subrecipient by written notice of said non-compliance or default and failure by the Subrecipient to correct said violations within ten (10) business days, may:

    a. suspend or terminate this Agreement in whole or in part by written notice, and/or:

    b. demand refund of any funds disbursed to Subrecipient;

    c. deduct any refunds or repayments from any funds obligated to, but not expended by the Subrecipient whether from this or any other project;

d. temporarily withhold cash payments pending correction of deficiencies by the Subrecipient or more severe enforcement action by the County;

e. disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

f. withhold further awards for the program;

g. take other remedies legally available; or

h. take appropriate legal action.

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

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

1. used or is using fraudulent, coercive or dishonest practices;

2. demonstrated or is demonstrating incompetence, untrustworthiness, or financial irresponsibility; or

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

D. The Subrecipient agrees that, pursuant to 2 CFR Part 200 and 570.503(b)(7), this Agreement may be terminated for convenience, in whole or in part, as follows:

1. by the County, with consent of the Subrecipient, in which case the Subrecipient shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated; or

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

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

23. Notice.

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

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

TO THE SUBRECIPIENT: Mr. Nathaniel George Booker, Mayor
Village of Maywood
40 Madison Street
Maywood, IL 60153-2323

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

24. SIGNAGE

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

25. Effective Date; Close Out of Grant.

This Agreement shall be effective as of the first day of October 2026 and shall continue in effect for all periods in which the Subrecipient has control over CDBG funds including Program Income, and until this project is closed out in accordance with grant closeout procedures established by the County. For the purpose of this Agreement and applicable Federal rules and regulations, this Agreement shall be deemed expired when the County gives written notice that the grant is closed.

26. Binding Authority.

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

27. Entire Agreement and Savings Clause.

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

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

[THE REMAINDER OF THIS PAGE PURPOSEFULLY LEFT BLANK.]

COUNTY OF COOK:

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

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

SUBRECIPIENT:

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

TITLE:_____

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

Subrecipient Seal:

Approved as to Form:_____ _____
Subrecipient Attorney (Signature) Subrecipient Attorney (Printed Name) Date

ATTACH: Exhibits
Resolution

EXHIBIT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

The Subrecipient agrees that it will not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.

The Subrecipient shall comply with the following requirements:

(1) The requirements of Title VIII of Civil Rights Act of 1968, 42 U.S.C. 3601-3619 and implementing regulations; Executive Order 11063 and implementing regulations at 24 C FR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2002d) and implementing regulations issued at 24 CFR Part 1, as amended.

(2) The prohibitions against discrimination on the basis of age under the Age Discrimination in Employment Act of 1975 (42 U.S.C. 6101-6107); the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act f 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR Part 8; and the prohibitions against discrimination against those with disabilities under the Americans with Disabilities Act (42 U.S.C. Section 12101, et. seq.).

(3) The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR Part 135, as amended from time to time.

(4) The requirements of Executive Orders 11625, 12432, and 1 2138. Consistent with HUD's responsibilities under these Orders, the Subrecipient must make efforts to encourage the use of minority and women's business enterprises in connection with activities funded under this part.

(5) The Illinois Human Rights Act (775 ILCS 5/1-101, et seq.).

The Subrecipient further agrees to the following:

(6) It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any County or HUD assisted work, provided, however, that if the Subgrantee so participating is a unit of local government, the said equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such unit of local government which does not participate in work on or under the contract.

(7) It will assist and cooperate actively with the County or HUD in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, the Secretary of Housing and Urban Development, State of Illinois, and the County.

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

(9) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County or HUD.

(10) In the event that it fails or refuses to comply with the undertaking set forth, the County or HUD may cancel, terminate or suspend in whole or in part any contractual agreements the County or HUD may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from the Subrecipient, or may refer the case to HUD or other appropriate agency for appropriate legal proceedings.

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

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

EXHIBIT B
ASSURANCES

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

A. It possesses legal authority to make a grant submission and to execute a community development and housing program.

B. Prior to submission of its application to Cook County, the Subrecipient followed a detailed citizen participation plan which meets citizen participation requirements under 24 CFR Section 91.105, prepared its final statement of community development objectives and projected use of funds, and made the application available to the public, as required by 24 CFR Section 91.105.

C. It has developed a housing and community development plan, for the period specified by the County, that identifies community development and housing needs and specifies both short- and long-term community development objectives that provided decent housing and expand economic opportunities primarily for persons of low and moderate income and that have been developed in accordance with the primary objective and requirements of the Housing and Community Development Act of 1974 as amended.

D. It is following the current Comprehensive Consolidated Plan (CCP) which has been prepared by the County and approved by HUD pursuant to 24 CFR Part 91 and which meets the requirements of Section 104(c)(1) of the Housing and Community Development Act of 1974, as amended, and that any housing activities to be assisted with CDBG funds be consistent with the CCP;

It is following the current CCP which has been prepared by the County and approved by HUD in accordance with Section 105 of the Cranston- Gonzalez National Affordable Housing Act.

E. It has developed its Program so as to give maximum feasible priority to activities which benefit low-and-moderate-income persons or aids in the prevention or elimination of slums or blight.

F. It will minimize displacement of persons as a result of activities assisted with federal funds for this federally-assisted program.

G. It will not attempt to recover any capital costs of public improvements assisted in whole or part under Section 106 or with amounts resulting from a guarantee

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

H. Its chief executive officer, chief elected official, or other officer of the Subrecipient approved by the County is authorized and consents on behalf of the Subrecipient and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of the requirements of such Act and regulations.

I. The grant will be conducted and administered in compliance with the following requirements:

1. The Subrecipient in its municipal operations and in the administration of this Agreement will affirmatively further fair housing;

   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000(d)), as amended, and implementing regulations issued at 24 CFR Part 1, as amended; and

   b. The Fair Housing Act (18 U.S.C. Sections 3601-3619) and implementing regulations, as amended;

2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations, if any;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto, as amended
4. Section 3 of the Housing and Urban Development Act of 1968, as amended. All Section 3 covered contracts shall include language applying Section 3 requirements for a Section 3 project, including, but not limited to the following:
   a. Employment and training.
      i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
      ii. Where feasible, priority for opportunities and training described in paragraph a. i. of this section should be given to:

1. Section 3 workers residing within the service area or the neighborhood of the project, and;
2. Participants in YouthBuild programs.

b. Contracting.
   i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
   ii. Where feasible, priority for contracting opportunities described in paragraph b. i. of this section should be given to:
      1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
      2. YouthBuild programs.

c. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

d. Section 3 requirements shall apply to all contractors, as well as all subrecipient agreements and contracts for a Section 3 project.

e. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual obligations or other impediment that would prevent them from complying with the part 75 regulations.

f. The contractor agrees to include in any contract or agreement language to apply Section 3 to any and all subcontractors. All subrecipients, contractors, and subcontractors must meet the requirements of §75.19, regardless of whether Section 3 language is included in subrecipient agreements, program regulatory agreements, or contracts. All contractors and subcontractors must meet the requirements of §75.9, regardless of whether Section 3 language is included in contracts.

5. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107, as amended;

6. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations issued at 24 CFR Part 8, as amended;

7. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

8. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970,as amended, as required under Section 570.606(b) and Federal implementing regulations at 49 CFR; it has in place a plan and is following the requirements in Section 570.606(c) governing the residential anti-displacement and relocation assistance plan required under Section 104(d) of the Act (including a certification that the Subrecipient is following such a plan); the relocations requirements of Section 570.606(c) governing displacement subject to Section 104(k) of the Act; and the relocation requirements of Section 570.606(d)governing optional relocation assistance under Section 105(a)(11) in connection with any activity assisted with funding under the CDBG Program;

9. The labor standards requirements as set forth in 24 CFR Section 570.603, Subpart K and HUD regulations issued to implement such requirements, as amended; including but not limited to Davis-Bacon (40 USC 276A - 276A-5), as amended, and the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq.), as amended;

10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;

11. The National Flood Insurance Program (Section 201 (d), 42 USC 4105 (d), and the flood insurance purchases requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234, 42 USC 4012a);

12. The regulations, policies, guidelines and requirements of 24 CFR Part 570, and OMB Circulars A-87, A-122, and A-128, as applicable, as they relate to the acceptance and use of Federal funds under this federally- assisted program, and as amended from time to time;

13. The Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.);

14. The Build America, Buy America Act (BABA), enacted on November 15, 2021, as part of the Infrastructure Investment and Job Act (IIJA), Pub. L. 117-58. The Act establishes a domestic content procurement preference ("Buy America Preference" or "BAP") for federal infrastructure programs. Steps developed by HUD must be implemented to ensure that the iron, steel, manufactured products, and construction materials used in a project are produced in the United States.

CDBG funds awarded under the Agreement are subject to the provisions of the Act, 41 U.S.C. 8301-8305. No funds under this Agreement will be used for or in aid of any personal political purpose and it will comply with the provision of the Hatch Act which limits the political activity of employees.

J. It will comply with the lead-based paint requirements of 24 CFR Part 35 (in particular Subparts A, B, J, K and R) issued pursuant to the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846); and, that its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Section 570.608, as both are now or hereafter amended.

K. If a facility is developed as a result of the assisted activities, no unreasonable fee may be charged for the use of such facility, and, such fee, if charged, must not have the effect of precluding use by low-and-moderate-income persons.

L. No CDBG funds will be used to employ, award contracts to, or otherwise engage the services of or fund any contract or sub-contractor of the Subrecipient during any period of debarment, suspension or placement on ineligibility status under the provisions of 24 CFR Part 24 or 570.609, as applicable.

M. 1. In accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), the Subrecipient, if a municipality, certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by its police department against any individuals engaged in nonviolent civil rights demonstrations.

2. The Subrecipient, if a municipality, certifies that it has a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

N. The Subrecipient certifies that it is complying with the Illinois Drug Free Workplace Act ("Act"), (30 ILCS 580/1, et seq.), and, if applicable, that it is complying with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.).

EXHIBIT C

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 570 and agrees to adhere to the accounting principles and procedures required therein, utilize internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principals

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

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 2 4 CFR570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

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

2. Client Data

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

3. Disclosure

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

4. Close-outs

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

5. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Performance Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 570.

3. Travel

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

E. Use and Reversion of Assets

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

1. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

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

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

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

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

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

EXHIBIT D

CERTIFICATE REGARDING LOBBYING
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
COUNTY OF COOK

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

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

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

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

SUBRECIPIENT:

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

TITLE:_____

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

Subrecipient Seal:

EXHIBIT E - PROJECT SUMMARY

2026 Program Year: October 1, 2026 through September 30, 2027

Project Manager Mae Wilson

SUBRECIPIENT **VILLAGE OF MAYWOOD**

ADDRESS **40 Madison Street** CITY **Maywood** ZIP **60153-2323**

Lanya D. Satchell	**(708) 450-6300**	**(708) 344-8380**	**lsatchell@maywood-il.org**
PROGRAM MANAGER	PHONE	FAX	E-MAIL

PROJNUM **2606-015**

IDIS No.

PROJECT TITLE 2027 CDBG Roadway Improvements Project

Account #: **9428225-580170.100**

Eligibility Citation	Award Amount	Additional Amount	Total Budget Summary
	$400,000		**$400,000**

Award Match: $572,000 — Match_Source_1: General Funds

Award Match2: — Match_Source_2:

SUMMARY PROJECT DESCRIPTION: Roadway Paving along 18th Avenue

Eligibility:

LMI
- [ ] Does Not Apply
- [x] Area Benefit
- [ ] Limited Clientele
- [ ] Housing Activity
- [ ] Job Creation/Retention

Slum Blight
- [x] Does Not Apply
- [ ] Area
- [ ] Spot

Is Acquisition Required?
- [ ] Yes
- [x] No

Census Tracts	Block Groups	L/M Income %
8177.00	4	64.90

NARRATIVE:

Awarded Location

18th Avenue from Harrison Street to Winfield Scott Park, Maywood, IL.

AWARDED Project Description

The proposed project is located along 18th Avenue from Harrison Street to Winfield Scott Park. The project will include pavement reconstruction, resurfacing, drainage improvements, combined sewer repairs, and ADA Improvements to areas in need.

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

Specific Anticipated Accomplishments

The improvements will increase pavement drainage, provide adequate pavement surface and structure for vehicles, and provide safe pedestrian walkways. The improvements will assist in safely conveying traffic, both vehicular and pedestrian between Harrison Street and Winfield Scott Park in the heart of the local roads along the west Village boundary. The improvements will provide a completely improved connection between Harrison Street and Winfield Scott Park in conjunction with the many recent improvements within this census tract.

.

Environmental Review	Amendment	Amendment Date	Project Manager
			Mae Wilson

PROJECT COMPLETION SCHEDULE

Month 1

Subrecipient Agreement Approval

Month 2

Engineering Agreement Approval

Month 3

Prepare Plans and Specifications

Month 4

Prepare Plans and Specifications

Month 5

Submit Plans and Bidding Documents for County Review

Month 6

Advertise for Bids/Award Contract

PROJECT COMPLETION SCHEDULE

Month 7

Construction

Month 8

Construction

Month 9

Construction, Punch List, and Project Completion

Month 10

Submit Final Pay Estimate

Month 11

Submit Final Project Closeout Documents to Cook County

Month 12

Begin In-House Annual Maintenance Program

STAFF SALARIES

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

NAME AND POSITION	(2) Annual Salary	(3) % of time spent on Project	(4) Salary Utilized for Project	(5) CDBG Portion	(6) Project Match
NA					
TOTAL SALARIES:					

REMINDER

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

LINE ITEM BUDGET

PROJECT ACTIVITY:

	CDBG Funds	Matching Funds	TOTAL
Capital Improvement	$400,000	$431,000	$831,000
Single-Family Rehabilitation			
Economic Development			
Demolition/Clearance			
Acquisition			
Relocation			
TOTAL PROJECT ACTIVITY:	$400,000	$431,000	$831,000

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

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

	CDBG Funds	Matching Funds	TOTAL
Staff Salaries			
Office Rent/Utilities			
Postage			
Printing (Rental Equipment)			
Publication/Notices			
Project Travel @ $.76 per mile **OR** current IRS rate.			
Other: _____			
Other: _____			

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

Architect			
Engineering		$141,000	$141,000
Legal			
Accounting (*except Single Audit)*			
Other: _____			
Other: _____			
TOTAL PROJECT DELIVERY:	$ -0-	$141,000	$141,000

CDBG Grand Total	Match Grand Total	GRAND TOTAL ALL
$400,000.00	$572,000	$972,000