

**THIRD AMENDED AND RESTATED OPERATING AGREEMENT BETWEEN  
THE VILLAGE OF OAK PARK AND  
THE OAK PARK ECONOMIC DEVELOPMENT CORPORATION**

**THIS THIRD AMENDED AND RESTATED OPERATING AGREEMENT (“Agreement”)** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, between the Village of Oak Park, an Illinois home rule municipal corporation (“the Village”), and the Oak Park Economic Development Corporation, an Illinois not-for-profit corporation (the “Grantee”).

**RECITALS**

**WHEREAS**, Section 10 of Article 7 of the 1970 Constitution of the State of Illinois authorizes units of local government to contract and otherwise associated with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

**WHEREAS**, units of local government entering into such agreements may use their credit, revenues, and other resources to pay costs and to service debt related to activities which involve a public purpose; and

**WHEREAS**, the Village previously determined it is in the public interest to assist Grantee with financing for Grantee’s economic development efforts set forth in Exhibit A, attached hereto and incorporated herein by reference, on behalf of the Village; and

**WHEREAS**, pursuant to said determination, the Village entered into an Operating Agreement with Grantee dated February 3, 2014; and

**WHEREAS**, the parties entered into an Amended and Restated Operating Agreement dated November 16, 2015 (“Amended Agreement”); and

**WHEREAS**, the parties entered into a Second Amended and Restated Operating Agreement dated July 17, 2017 (“Second Amended Agreement”); and

**WHEREAS**, the parties entered into an extension of the Second Amended and Restated Operating Agreement through December 31, 2021; and

**WHEREAS**, the Parties have found that minor modifications are necessary to the Second Amended Agreement and have determined to enter into this Third Amended and Restated Operating Agreement to reflect said modifications.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained herein, the Village and Grantee agree as follows:

#### **ARTICLE 1 - INTRODUCTION**

**1.1.** The foregoing recitals are hereby incorporated by reference as though fully set forth herein.

#### **ARTICLE 2 - GRANTEE AUTHORITY**

**2.1** Grantee warrants that it is the real party in interest to this Agreement, that it is not acting for or on behalf of an undisclosed party, and that it possesses the legal authority to apply for the funding grants provided pursuant to this Agreement and to execute this Agreement. Any person binding Grantee shall, when required, state and/or provide written evidence of the legal authority for his or her agency. Grantee acknowledges that it has read, understood and agreed to all provisions of this Agreement.

#### **ARTICLE 3 - STATUS OF GRANTEE'S PERSONNEL OR CONTRACTED AGENTS**

**3.1** All technical, clerical, and other personnel necessary for the performance required by this Agreement shall be Grantee's employees, or contracted agents, and shall in all respects be subject to Grantee's rules and regulations governing its employees. Neither Grantee,

nor its personnel, nor its contacted agents shall be considered to be agents or employees of the Village.

- 3.2** The Village, its officials and employees, when acting pursuant to this Agreement are acting as Village officials or employees in their official capacity and not personally or as agents of Grantee or others.

#### **ARTICLE 4 - FUNDING GRANTS**

- 4.1.** The Village shall provide Grantee funding grants according to the schedule below, and the Village's financial obligation to Grantee under this Agreement shall not exceed said amounts. Notes regarding Grantee funding prior to this Agreement are provided in Exhibit E.

<b>Payment Date</b>	<b>Amount</b>
Odd numbered months starting January 2022 through September 30, 2025	\$95,250

- 4.2.** Any excess amount over and above Grantee's actual expenses for any given calendar year shall be refunded to the Village or, at the Village Manager's discretion, credited against future funding grants by the Village upon receipt by the Village of Grantee's annual audit per Article 9.2 below.
- 4.3.** Payments pursuant to this Agreement are subject to availability of Village funds, and their appropriation and authorized expenditure pursuant to applicable law. The Village's obligation shall cease immediately without penalty or liability for further payment, if, in any fiscal year this Agreement is in effect, the Village or any other funding source fails to

appropriate or otherwise make available sufficient funds for any or all of the funding grants set forth above.

- 4.4.** Payments to Grantee under this Agreement shall be made payable in the name of the Grantee and sent to the following person and place, or directly deposited into a financial account maintained by Grantee:

Executive Director  
Oak Park Economic Development Corporation  
104 N. Oak Park Avenue, Suite 203  
Oak Park, Illinois 60302

Grantee may change the person to whom payments are sent, or the place to which payments are sent, by thirty (30) days prior written notice pursuant to Article 20 below.

- 4.5.** Grantee may hold any unspent funds up to \$50,000 in a reserve account which shall be used for expenditures in special instances. The reserve account balance shall be reported to the Village per Article 9 of this Agreement and the expenditure of said funds shall be subject to Article 8 of this Agreement.

#### **ARTICLE 5 - GRANTEE'S BUSINESS ORGANIZATION**

- 5.1.** Prior to this Agreement's execution, Grantee shall be registered to do business in the State of Illinois with the Illinois Secretary of State, and be incorporated as an Illinois not-for-profit corporation. Grantee shall also be registered with the United States Internal Revenue Service and approved to operate as a tax exempt organization pursuant to 26 U.S.C. § 501(c)(4), commonly referred to as "501(c)(4)," as amended.
- 5.2.** Grantee shall appoint or elect a properly constituted board of directors consistent with Grantee's duly adopted By-Laws, which shall be subject to prior approval by the Village.
- 5.3.** Grantee shall hire and maintain a qualified and competent staff to provide all

management and administrative services necessary to accomplish Grantee's mission, goals and objectives.

- 5.4. Grantee shall operate in accordance with this Agreement, Grantee's Articles of Incorporation and By-Laws, and actions of Grantee's Board of Directors.
- 5.5. At the Village's request, Grantee shall submit such written or verbal reports as reasonably deemed necessary by the Village pertaining to Grantee's performance under the terms of this Agreement.

#### **ARTICLE 6 - EFFECTIVE DATE, TERM AND TERMINATION**

- 6.1. The effective date of this Agreement as reflected above shall be the date that the Oak Park Interim Village Manager executes this Agreement ("Effective Date").
- 6.2. This Agreement shall remain in full force and effect after its Effective Date through September 30, 2025 unless terminated earlier pursuant to the terms of this Article 6.
- 6.3. This Agreement may be terminated by the Village for any reason upon ninety (90) days prior notice to Grantee (or such lesser notice to Grantee upon a termination pursuant to Article 6.4) pursuant to the provisions of Article 20 below.
- 6.4. The Village's obligations under this Agreement shall cease immediately without penalty of further payment being required if, in any fiscal year, the Village or other funding source fails to, budget, appropriate, or otherwise make available sufficient funds for this Agreement. In the event a lack of funding occurs in full or in part, the Village shall give Grantee prompt written notice, which shall set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and changes in the approved budget.

- 6.5.** If the Village terminates this Agreement, Grantee shall not incur any costs or new obligations after the effective date of the Village's termination except as set forth in this Article 6.5. Grantee shall exercise reasonable efforts to cancel as many current obligations as possible, but Grantee may continue to pay staff until the effective date of the termination. The Village shall allow full credit to Grantee for the Village's share of non-canceled obligations, if properly incurred by Grantee prior to termination.
- 6.6.** If Grantee elects to terminate this Agreement, it may do so by providing one (1) year written notice delivered by registered or certified mail to the Village as provided in Article 20 below. If such notice is provided to the Village, the Agreement will terminate on the following anniversary date of the notice unless an earlier date is established by the Village. In the event of termination or expiration of this Agreement, the Grantee, if applicable, shall remain liable for any payments, expenses, debts, and liabilities incurred during the term of this Agreement.

#### **ARTICLE 7 - ANNUAL BUDGET**

- 7.1.** Grantee shall, on or before August 15th of each year, submit its annual budget to the Village. Grantee's budget shall set forth the objects and purposes consistent with Exhibit A for which it seeks grant money from the Village. Grantee shall further provide such information as may be necessary in the opinion of the Village Manager for inclusion in the Village's annual budget report.

#### **ARTICLE 8 - FINANCIAL RECORDS**

- 8.1.** At any time during the term of this Agreement, the Village shall have the right to examine Grantee's financial records with reasonable notice, and during regular business hours.

- 8.2.** Grantee is accountable for all Village disbursed funds under this Grant. Grantee's financial management system shall be structured to provide for accurate, current, and complete disclosure of the expenditure of all funds provided by the Village under this Agreement. Grantee shall maintain effective control and accountability over all funds disbursed and equipment, property, or other assets acquired with Village funds. Grantee shall keep records sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that funds have not been unlawfully spent.
- 8.3.** Grantee shall maintain, for a minimum of five (5) years following the later of the expiration or termination of this agreement, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records and supporting documents related hereto shall be available for inspection and audit by the Village, or any duly authorized representative of the Village, and Grantee agrees to cooperate fully to accomplish any such audit. Grantee shall provide full access to all relevant materials and to provide copies of same upon request of the Village or pursuant to a request filed with the Village under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, as amended.
- 8.4.** If any of the services to be performed under this Agreement are subcontracted, Grantee shall include in all subcontracts a provision that the Village, or any duly authorized representative of the Village, shall have full access to and the right to examine any pertinent books, documents, papers and records of any subcontractor involving transactions related to this Agreement for a period of five (5) years from the later of the

expiration or termination of this Agreement.

#### **ARTICLE 9 - FINANCIAL DISCLOSURES**

**9.1.** Grantee shall provide the Village with a quarterly financial report within thirty (30) days after the end of each quarter, which shall include a detailed list of all revenues received and expenditures incurred by Grantee, as well as Grantee's investment activity, names of financial institutions in which Village -provided funds are deposited, and the current balance of those accounts.

**9.2.** Grantee shall provide the Village with an annual audit of its business activities and unqualified opinion pursuant to the annual audit for each year that this Agreement is effect. The required annual audit shall be conducted by an independent audit/accounting firm, which is licensed by the State of Illinois to conduct an audit in accordance with generally accepted auditing standards. Said audit shall include all income received by Grantee, disbursements by Grantee, and all investment transactions for the prior fiscal year. Grant funds shall be included in Grantee's annual audit. A copy of the audit report and unqualified opinion shall be provided to the Village within thirty (30) days of Grantee's receipt of the audit report. An auditor's management comment letter shall be submitted to the Village Manager as part of the annual audit.

#### **ARTICLE 10 - PROCUREMENT OF CONSTRUCTION AND PROFESSIONAL SERVICES; ACQUISITION OF EQUIPMENT.**

**10.1.** Grantee shall procure all professional services, and acquire assets and materials financed in whole or in part with grant funds provided hereunder, through written, contractual agreement(s).

**10.2.** In the event that Grantee ceases to exist, all such assets, equipment, and materials

purchased with Village funds shall become Village property to the extent permitted under the Internal Revenue Code, 26 U.S.C. § 1 *et seq.*, as amended, and any unused payments under this Agreement shall be returned to the Village.

#### **ARTICLE 11 - UNUSED FUNDS**

**11.1.** Any unused funds provided by the Village pursuant to this Agreement shall be maintained in a federally insured account.

#### **ARTICLE 12 - LEGAL COMPLIANCE**

**12.1.** In addition to complying with the statutes and regulations specifically referenced in this Agreement, Grantee is responsible for determining the applicability of, and complying with, any other laws, regulations or ordinances.

**12.2.** All applicable federal, state and local laws, rules and regulations applicable to this Agreement shall be deemed to be included in this Agreement as though fully set forth herein. Except where expressly required by applicable laws and regulations, the Village shall not be responsible for monitoring Grantee's compliance.

**12.3.** Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in its performance of this Agreement.

**12.4.** Grantee certifies that it shall comply with the Village's Equal Employment Opportunity (EEO) Policy in its performance of this Agreement. The Village's EEO Policy is attached hereto as Exhibit B.

#### **ARTICLE 13 - INDEMNIFICATION AND INSURANCE**

**13.1.** Grantee shall hold harmless, indemnify and defend the Village, its elected officials, officers, employees, and agents from any and all claims, suits, actions, costs, and fees, including, but

not limited to, attorneys' fees, interest and expenses, growing out of, or connected with the performance of this Agreement, or because of any act or omission, neglect, or misconduct of Grantee, its officers, employees, agents, volunteers, subrecipients, independent contractors, or subcontractors.

**13.2.** Nothing contained herein shall be construed as prohibiting the Village, its elected officials, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions, or suits brought against them. Grantee shall be liable for the costs, fees, and expense incurred in the defense of any such claims, actions, or suits.

**13.3.** In the event that any demand or claim relating to this Agreement is known to either party, the Village and/or Grantee will notify the other party in writing in an expedient manner.

**13.4.** Grantee shall, at Grantee's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the kinds and limits set forth in this Article 13.4. Grantee shall furnish Certificates of Insurance to the Village before any Village grants are released pursuant to this Agreement. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois, which have a rating of not less than A IX, according to the latest edition of the A.M. Best Company. Such policies shall include a provision preventing cancellation of the insurance policy except upon fifteen (15) days' prior written notice to the Village. Such provision shall also be stated on each Certificate of Insurance as "Should any of the above-described policies be canceled before the expiration date, the issuing company shall mail 15 days' written notice to the certificate holder named to the left." Upon the Village's written request, Grantee shall provide copies of any or all

policies of insurance to the Village.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

- i. Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$ 2,000,000.00
Products/Completed Aggregate	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
- iii. Coverage is to be written on an "occurrence" basis.
- iv. Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.
- v. Coverage for all claims arising out of Grantee's operations or premises, anyone directly or indirectly employed by Grantee, and Grantee's obligations under indemnification under this Agreement.

(B) **Workers' Compensation:**

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all Grantee's employees, and if case work is sublet, Grantee shall require each of its subcontractors similarly to provide Workers' Compensation insurance.

(C) **Director and Officers Liability:**

- i. Limits:

Combined Single Limit	\$2,000,000.00
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(D) **Comprehensive Automobile Liability:**

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed.
- ii. Limits:

Combined Single Limit	\$1,000,000.00
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(E) **Umbrella:**

- i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
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(F) The Village of Oak Park, its elected officials, officers, employees, and agents

shall be named as additional insureds on all insurance policies except Workers' Compensation. Grantee understands and agrees that any insurance policies required pursuant to this Agreement or otherwise provided by Grantee, shall in no way limit Grantee's responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

#### **ARTICLE 14 - COVENANT NOT TO SUE.**

- 14.1.** Grantee forever releases and discharges the Village, its officials, agents or employees from all claims, demands, damages, actions or causes of action which arise out of the Village's performance of this Agreement. Grantee does not release and discharge the Village from any payments properly due and owing by the Village pursuant to Article 6.5 of this Agreement subject to Village Board appropriation.
- 14.2.** Grantee covenants not to sue or otherwise bring any action in law or equity against the Village, its officials, agents or employees for any claims, loss, damage, expense, debt or liability of any nature whatsoever which Grantee may sustain arising out of the Village's performance of this Agreement other than as set forth in Article 14.1 above.

#### **ARTICLE 15 - DEFAULT AND REMEDIES**

- 15.1.** Any failure on the part of the Village to exercise any right under this Agreement shall not be construed as a waiver of that right.
- 15.2.** In the event that Grantee ceases to exist, all unused funds provided by the Village pursuant to this Agreement shall be returned to the Village.

#### **ARTICLE 16 – NON-ASSIGNMENT AND SUCCESSORS IN INTEREST**

- 16.1.** This Agreement shall not be assigned, sublet, or transferred by either party hereto.
- 16.2.** The parties each bind themselves and their successors, and assigns to the other party of this Agreement and to the successors, and assigns of such other party in respect to all covenants

of this Agreement.

- 16.3.** Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Village or any officer or agent of the Grantee, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and Grantee.

#### **ARTICLE 17 - MODIFICATION AND AMENDMENT**

- 17.1.** This Agreement may only be amended or modified by a written instrument, signed by the parties hereto, other than modifications required by changes in federal or state law or regulations or required by Village ordinance applicable to this Agreement. No amendment or modification of this Agreement shall be valid or enforceable unless in writing and signed by the authorized representatives of the parties.
- 17.2.** This Agreement is subject to such modifications as the Village determines may be required by changes in federal, state or local law or regulations. Any such required modification shall be incorporated into and be part of this Agreement as if fully set forth herein. The Village shall notify Grantee of any change in law or regulation which it has notice.

#### **ARTICLE 18 - CONFLICT OF INTEREST**

- 18.1.** Grantee shall establish safeguards to prohibit its officers, directors, agents and employees from using payments under this Agreement for their own private use.
- 18.2.** No Village officer or employee may be hired or paid with funds derived directly or indirectly through this Agreement.
- 18.3.** The "Conflict of Interest Policy and Annual Statement," attached hereto and incorporated herein by reference as Exhibit C, shall be applicable to Grantee's At-Large Directors. The

Village's Conflict of Interest and Ethics Policy as contained in Chapter 2 ("Administration"), Article 25 ("Conflict of Interest and Ethics") of the Oak Park Village Code ("Policy"), attached hereto and incorporated herein by reference as Exhibit D, as amended, shall be applicable to Grantee's Governmental Directors. The disclosure statement required by the Village's Policy shall be filed with Grantee's Executive Director on annual basis.

#### **ARTICLE 19 - GOVERNING LAW**

**19.1.** This Agreement shall be governed and construed by the laws of the State of Illinois both as to interpretation and performance.

#### **ARTICLE 20 - REQUIRED NOTICES OR REPORTS**

**20.1.** Any notices, reports, records or documents required by the terms of this Agreement shall be deemed sufficient if made in writing and sent by first class mail or personal service to:

**FOR THE VILLAGE:**

Village Manager  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302

**FOR GRANTEE:**

Executive Director  
Oak Park EDC  
104 N. Oak Park Ave., Suite 203  
Oak Park, Illinois 60302

**20.2.** Either party may change its address for receiving notices by giving notice thereof in compliance with the terms of Article 20.1.

#### **ARTICLE 21 - ENTIRE AGREEMENT**

**21.1.** This Agreement represents the entire agreement between the parties and supersedes all previous communications or understandings, whether oral or written.

**21.2.** There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

## **ARTICLE 22 - SAVINGS CLAUSE**

**22.1.** 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.

## **ARTICLE 23 - CAPTIONS AND SECTION HEADINGS**

**23.1.** Captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

**IN WITNESS WHEREOF,** the parties to this Agreement by their signatures acknowledge they have read and understand this agreement and intend to be bound by its terms as of the date first written above.

### **VILLAGE OF OAK PARK**

\_\_\_\_\_  
By: Lisa Shelley  
Its: Interim Village Manager

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

### **ATTEST**

\_\_\_\_\_  
By: Christina M. Waters  
Its: Village Clerk

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

### **OAK PARK ECONOMIC DEVELOPMENT CORPORATION**

\_\_\_\_\_  
By: John Lynch  
Its: Executive Director

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

### **ATTEST**

\_\_\_\_\_  
By:  
Its:

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

## Exhibit A

### Mission and Scope of Services of the Oak Park Economic Development Corporation (OPEDC)

To enhance the quality of life and economic health of Oak Park by attracting investment, expanding its property tax base, increasing sales tax revenue and creating and retaining jobs in the Village

Key activities and responsibilities of OPEDC include:

<b>Development</b>	<p>Maintain a robust database of development sites and commercial vacancies throughout the Village.</p> <p>Attract qualified developers capable of completing projects across Oak Park's business districts that create construction and permanent jobs in the Village while enhancing its built environment.</p> <p>Stay abreast of topics affecting development such as affordable housing and sustainability policies, and make recommendations to the Village as appropriate.</p> <p>Promote and support development consistent with OPEDC's and the Village of Oak Park's diversity, equity and inclusion goals. Work to promote infill and neighborhood-scale development in corridors beyond the downtown area.</p> <p>Consider opportunities for acquisition or disposition of real property by the Village and make recommendations thereof.</p>
<b>Marketing/Branding</b>	<p>Develop ideas for promoting Oak Park both internally such as Pick Oak Park (e.g., shop local, business district promotion) and externally such as Oak Park Whereelse (e.g., attracting new residents, businesses and customers to the Village).</p>
<b>Business Recruitment and Retention</b>	<p>Attract and recruit commercial businesses that will generate sales taxes, expand the Village's property tax base, increase service and employment options, and/or complement existing businesses. Identify and recommend strategies and resources to aid in business recovery and retention during and after economic downturns.</p> <p>Make recommendations as appropriate to ensure that Oak Park remains competitive with similar communities in the region at</p>

	<p>attracting business.</p> <p>Maintain a database of contacts and resources to aid in the attraction, retention, and growth of Oak Park business.</p> <p>Assist with coordination and communication with leaders of Oak Park Business Districts and other business-related groups to identify opportunities for business assistance.</p> <p>Stay informed on other communities' business attraction/retention activities and develop programming ideas that can benefit Oak Park businesses.</p>
<b>Incentives and Economic Development Tools</b>	<p>Stay current on best practices in economic development, including incentives.</p> <p>Review requests for economic development incentives and make recommendations to the Village.</p> <p>Demonstrate innovation and creativity in the application of incentives to stimulate economic development.</p>
<b>Measurement/Metrics</b>	<p>Develop and maintain tools to forecast the economic costs and benefits of an investment or incentive.</p> <p>Create and track metrics to estimate the costs/benefits of OPEDC's economic development programs, including inputs, outputs and outcomes (e.g., jobs created, jobs retained, dollars invested, tax dollars retained or generated).</p> <p>Create and track metrics related to equitable economic development consistent with the Village's diversity, equity and inclusion goals.</p>
<b>Reporting/Transparency</b>	<p>Identify and maintain formats and procedures for reporting to the OPEDC Board, the Village Board and the citizens of Oak Park.</p>
<b>Miscellaneous</b>	<p>Assist the Village Board and Staff with mutually agreed-upon ad hoc projects and responsibilities as opportunities and needs arise.</p>

**Exhibit B**

**APPENDIX V**

**REAFFIRMATION STATEMENT**

**MARCH 31, 1997**

**REAFFIRMATION OF  
EQUAL EMPLOYMENT OPPORTUNITY POLICY (EEO)  
VILLAGE OF OAK PARK**

It is the policy of the Village of Oak Park to afford equal opportunity in employment to all individuals, regardless of race, color, religion, age, sex, national origin, sexual orientation, disability, or status as a disabled veteran or Vietnam era veteran. The Village is committed to this policy because of legal requirements set forth in the Civil Rights Act of 1964 and the Equal Employment Opportunity Act of 1972, and because such principles are fundamental to Oak Park's existence as a racially and culturally diverse community. Equal Employment Opportunity within the Village government is essential if Oak Park is to effectively pursue community-wide goals of racial diversity and increased economic opportunity. EEO is, therefore, a legal, social, moral and economic necessity for the Village of Oak Park.

Chapter 13, Article III of the Code of the Village of Oak Park expressly prohibits discrimination in hiring, terms and conditions of employment, and promotions. Appeal procedures set forth in the Village Personnel Manual provide a mechanism for reporting any such practice to the Village Manager, who is empowered to hold hearings and issue decisions on such matters in behalf of the Village.

Policy statements alone are not sufficient, however, to address longstanding social barriers which have resulted in under-utilization of the skills and abilities of certain groups within our society. The Village of Oak Park, therefore, embraces a policy of affirmative recruitment, whereby specific efforts are made to attract and retain qualified female, minority, and disabled employees in the Village work force.

Responsibility for administering the Village of Oak Park's Equal Employment Opportunity/Affirmative Recruitment Plan lies with the Village Manager, who is assisted by the Human Resources Director in implementing policies which ensure Equal Employment Opportunity within the Village work force. Ultimately, however, the Village's EEO/affirmative recruitment efforts will succeed only with the cooperation of all Village employees. Each of us is responsible for creating a work environment which encourages full participation by women, minorities and the disabled. Each of us is responsible for forging a Village work force that reflects the diversity of our community and utilizes the best talent available for serving the residents of Oak Park.



**Carl Swenson  
Village Manager**

Exhibit C

**Oak Park Economic Development Corporation  
(OP EDC)**

**Conflict of Interest**

**Policy<sup>1</sup>**

And

**Annual  
Statement**

**For Directors, Officers and  
Members of a Committee with Board Delegated  
Powers**

**Article I --  
Purpose**

1. The purpose of this Board conflict of interest policy is to protect OP EDC's interests when it is contemplating entering into a transaction or arrangement that might benefit the private interests of an officer or director of OP EDC or might result in a possible excess benefit transaction.
2. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.
3. This policy is also intended to identify "independent" directors.

**Article II --  
Definitions**

1. **Interested person** -- Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
2. **Financial interest** -- A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
  - a. An ownership or investment interest in any entity with which OP EDC has a transaction or arrangement,
  - b. A compensation arrangement with OP EDC or with any entity or individual with which OP EDC has a transaction or arrangement, or
  - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which OP EDC is negotiating a transaction or

arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. A person who has a financial

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<sup>1</sup> This policy is based on the IRS model Conflict of Interest policy, which is an attachment to Form 1023. It adds information needed to allow OP EDC to assess director independence in order to answer questions on Form 990.

a conflict of interest exists, in accordance with this policy.

3. **Independent Director** -- A director shall be considered "independent" for the purposes of this policy if he or she is "independent" as defined in the instructions for the IRS 990 form or, until such definition is available, the director --
  - a. is not, and has not been for a period of at least three years, an employee of OP EDC or any entity in which OP EDC has a financial interest;
  - b. does not directly or indirectly have a significant business relationship with OP EDC, which might affect independence in decision-making;
  - c. is not employed as an executive of another corporation where any of OP EDC's executive officers or employees serve on that corporation's compensation committee; and
  - d. does not have an immediate family member who is an executive officer or employee of OP EDC or who holds a position that has a significant financial relationship with OP EDC.

### **Article III -- Procedures**

1. **Duty to Disclose** -- In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board or Executive Committee.
2. **Recusal of Self** -- Any director may recuse himself or herself at any time from involvement in any decision or discussion in which the director believes he or she has or may have a conflict of interest, without going through the process for determining whether a conflict of interest exists.
3. **Determining Whether a Conflict of Interest Exists** -- After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board or Executive Committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or Executive Committee members shall decide if a conflict of interest exists.
4. **Procedures for Addressing the Conflict of Interest**
  - a. An interested person may make a presentation at the Board or Executive Committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

- c. After exercising due diligence, the Board or Executive Committee shall determine whether OP EDC can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or Executive Committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in OP EDC's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

#### **5. Violations of the Conflicts of Interest Policy**

- a. If the Board or Executive Committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board or Executive Committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

### **Article IV – Records of Proceedings**

The minutes of the Board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or Executive Committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

### **Article V – Compensation**

- a. A voting member of the Board who receives compensation, directly or indirectly, from OP EDC for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from OP EDC for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from OP EDC, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

#### **Article VI – Annual Statements**

1. Each director, principal officer and member of a committee with Board delegated powers shall annually sign a statement which affirms such person:
  - a. Has received a copy of the conflict of interest policy,
  - b. Has read and understands the policy,
  - c. Has agreed to comply with the policy, and
  - d. Understands OP EDC is not-for-profit, and, in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
2. Each voting member of the Board shall annually sign a statement which declares whether such person is an independent director.
3. If at any time during the year, the information in the annual statement changes materially, the director shall disclose such changes and revise the annual disclosure form.
4. The Executive Committee shall regularly and consistently monitor and enforce compliance with this policy by reviewing annual statements and taking such other actions as are necessary for effective oversight.

#### **Article VII – Periodic Reviews**

To ensure OP EDC operates in a manner consistent with its purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information (if reasonably available), and the result of arm's length bargaining.

- b. Whether partnerships, joint ventures, and arrangements with management organizations, if any, conform to OP EDC's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further OP EDC's purposes, and do not result in inurement or impermissible private benefit or in an excess benefit transaction.

#### **Article VIII – Use of Outside Experts**

When conducting the periodic reviews as provided for in Article VII, OP EDC may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

End

**Director and Officer  
Annual Conflict of Interest Statement**

1. Name: \_\_\_\_\_ Date: \_\_\_\_\_

2. Position:

Are you a voting Director? Yes No

Are you an Officer? Yes No

If you are an Officer, which Officer position do you hold:

\_\_\_\_\_

3. I affirm the following:

I have received a copy of the OP EDC Conflict of Interest Policy. \_\_\_\_\_ (initial)

I have read and understand the policy. \_\_\_\_\_ (initial)

I agree to comply with the policy. \_\_\_\_\_ (initial)

I understand that OP EDC is not-for-profit and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of tax-exempt purposes. \_\_\_\_\_ (initial)

4. Disclosures:

a. Do you have a financial interest (current or potential), including a compensation arrangement, as defined in the Conflict of Interest policy with OP EDC? Yes No

i. If yes, please describe it: \_\_\_\_\_

ii. If yes, has the financial interest been disclosed, as provided in the Conflict of Interest policy? Yes No

b. In the past, have you had a financial interest, including a compensation arrangement, as defined in the Conflict of Interest policy with OP EDC? Yes No

i. If yes, please describe it, including when (approximately): \_\_\_\_\_

ii. If yes, has the financial interest been disclosed, as provided in the Conflict of Interest policy? Yes No

5. Are you an independent director, as defined in the Conflict of Interest policy? Yes No

a. If you are not independent, why? \_\_\_\_\_

\_\_\_\_\_  
Signature of director

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

Date of Review by Executive Committee: \_\_\_\_\_

## Exhibit D

# Article 25 CONFLICT OF INTEREST AND ETHICS

## 2-25-1: STATEMENT OF POLICY:

It is the policy of the Village that its employees and elected and appointed officers should, in all cases, exercise their judgment and perform their duties for the sole benefit of the citizens of the Village. To this end all such persons should avoid accepting or retaining any economic benefits or opportunities which could impair or present an actual threat to the exercise of independent judgment. It is further the policy of the Village that all appearances of impropriety shall be avoided. The Board of Trustees hereby determines that a policy setting forth ethical principles and regulations applicable to public officials and employees is in the best interests of the Village and will contribute to the public confidence in the integrity, ability and performance of said persons. (Ord. 1993-0-24, 4-7-1993)

## 2-25-2: ETHICS COMMITTEE OF THE VILLAGE BOARD:

- A. Creation; Terms: There shall be created an Ethics Committee of the Village Board which shall have the duties and powers, unless otherwise provided, to hear complaints and rule upon the appropriate disposition of the ethics ordinance. The Committee shall consist of the Village President and all of the Village's Trustees then holding office. The Village President shall serve as Chairperson and shall preside over all Committee meetings and may call special Committee meetings as needed, but otherwise shall have power equal to that of other Committee members. In the event that the Committee is considering ethical issues involving one or more Trustees or the Village President, the officers involved shall recuse themselves from participation on the Ethics Committee with regard to such issues and the remaining Trustees or President and Trustees shall comprise the entire Ethics Committee with regard to the consideration of such issues. In the event that the President must recuse him or herself, the remaining Committee members shall appoint a new, temporary Chairperson for this purpose.
- B. Duties: The Ethics Committee shall enforce the provisions of this article, including prosecuting and hearing complaints on violations of this article by elected or appointed officers and employees. The Committee shall also, upon request, advise the Village Attorney or other elected or appointed officers and employees on ethical questions. This includes rendering advisory opinions as described in section 2-25-12 of this article. (Ord. 1993-0-24, 4-7-1993)

**2-25-3: PERSONS AFFECTED:**

- A. All of the provisions of this article, except as otherwise indicated, shall apply to all elected Village officials, to the Village Manager, Deputy Village Manager, Village Attorney and department and division heads. Other employees shall be governed by the personnel manual and the provisions of this article which specifically state that they are applicable to all employees. (Ord. 2012-0-64, 11-5-2012)
- B. Sections 2-25-8 through 2-25-12 of this article shall apply to all elected and appointed officers of the Village and to all employees of the Village.
- C. In addition to the provisions of this article, but consistent therewith, the Village Manager is hereby directed and authorized to promulgate such rules and regulations relating to outside employment, conflict of interest, or other ethical matters as he may deem necessary, which rules and regulations shall be applicable to all Village employees. The Village Manager shall prepare all forms for statements required by this Article, which forms shall be distributed to persons subject to this Article not later than thirty (30) days prior to the date set for filing. (Ord. 1993-0-24, 4-7-93)

**2-25-4: DISCLOSURE OF REAL ESTATE:**

Each person subject to the provisions of this Article shall file, with the Village Clerk, a statement disclosing direct or indirect ownership for any real property located within the corporate limits of the Village, owned by the person required to file or by the spouse or minor children of such person. Such statement shall include the legal description and common address of the real estate and shall indicate the ownership interest held in such real estate.

For the purpose of this Section, the ownership of a beneficial interest in real estate held in land trust, real property being purchased by contract or real property held by a corporation, an investment group or partnership in which the person filing, or the spouse or minor children of such person, shall own more than a five percent (5%) interest, shall be considered real property.

The property in which the person resides shall be exempt from the provisions of this Section, unless said property contains more than three (3) residential units. (Ord. 1993-0-24, 4-7-93)

**2-25-5: DISCLOSURE OF BUSINESS INTERESTS:**

Each person subject to the provisions of this Article shall file, with the Village Clerk, a statement disclosing employment of the person required to file, or of the spouse or minor child of such person by a business, firm or corporation doing business with the Village when compensation for such employment shall exceed five hundred dollars (\$500.00) per calendar year or an ownership of greater than five percent (5%), either direct or indirect by the person required to file, or by the spouse or minor child of such person, of a business, firm or corporation doing business with the Village. (Ord. 1993-0-24, 4-7-93)

#### **2-25-6: DISCLOSURE OF OTHER EMPLOYMENT:**

Each person subject to the provisions of this Article shall file, with the Village Clerk, a statement indicating all employment, for the previous calendar year, of the person filing the statement, and of the spouse and minor children of such person. Said statement shall include the name of the employing entity and the nature of the service rendered in the course of such employment.

The statement shall further disclose whether the person, spouse or minor child of such person performed any service for compensation for the Village other than that performed in the person's official capacity with the Village or was associated with or employed by a business, corporation or partnership which received compensation from the Village for services performed for the Village. (Ord. 1993-0-24, 4-7-93)

#### **2-25-7: FILING AND DISCLOSURE:**

All disclosure statements described in Sections 2-25-4 through 2-25-6 of this Article shall be filed with the Village Clerk on or before May 1 of each calendar year, except as hereinafter set forth.

Persons already obligated to file disclosure statements pursuant to the laws of the State may file copies of said statements with the Village Clerk in satisfaction of the requirements of this Article, except that any information required by this Article and not contained on other filed statements, must be separately filed herein.

The disclosure statements described herein shall be kept for five (5) years, from the date of filing, by the Village Clerk. Except for employment information with regard to the spouses and minor children of persons required to file, said records shall be considered public records and accessible to citizens of Oak Park for the purpose of viewing and copying. Records containing employment information with regard to the spouse and minor children of persons required to file disclosure statements shall not be available for public inspection. A request to view records shall be made in writing, with a copy of said request given to the individual whose records are to be viewed. Nothing herein shall prevent the Village Clerk

from establishing reasonable rules and regulations governing when the records may be viewed and from requiring a reasonable charge for copying any of said records. (Ord. 1993-0-24, 4-7-93)

## **2-25-8: NEW OWNERSHIP OF REAL PROPERTY:**

- A. Policy Statement: The Village government licenses and regulates multiple-family dwellings in Oak Park so as to insure proper maintenance and also regulates in connection with the enforcement of fair housing regulations. The Village government is also involved as the mortgagee in loans to owners of real property and purchases single-family and multiple-family residences for rehabilitation and repair. Therefore, a potential conflict of interest exists where a person is in a decision making or regulatory position with the Village and owns or has an interest in local real estate, or is employed by someone who owns or has an interest in local real estate.
- B. Restrictions on Ownership of Real Property: The Village Manager, any attorney employed on a permanent basis by the Village, department heads and other Village employees as designated by the Village Manager as being involved in regulation of housing and building on behalf of the Village, including the spouses of such persons, shall not be employed by or otherwise receive a direct benefit from an association with the owner of any licensed multiple-family dwelling within the Village and shall not purchase or contribute financially to the purchase of real property within the corporate limits of the Village, unless said person shall use the property as his place of residence and the property contains no more than three (3) residential units, or shall use it as a residence for the employee's parents, parents-in-law or children and the property contains no more than one family unit. It is further the policy of the Village to encourage said persons to divest themselves of presently owned real property within the corporate limits of the Village except insofar as it is used as said person's or family's place of residence. Persons seeking employment in any position to which this restriction applies must be in compliance with this restriction prior to employment in said position. Exceptions may be made to the restrictions of this Section by the Board of Trustees where the Board finds that the purchase of real property or an interest therein will not involve the purchaser in any possibility of a substantial conflict of interest. (Ord. 1993-0-24, 4-7-93)

## **2-25-9: CONFLICTS OF INTEREST AND STANDARDS OF CONDUCT:**

- A. Impartiality: Every elected and appointed officer and employee shall perform his or her duties with impartiality and without prejudice or bias for the benefit of all citizens of the Village. No officer or employee shall grant or make available to any citizen, including

other officers or employees of the Village, any consideration, treatment, advantage or favor beyond that which is available to every other citizen.

**B. Prohibition Against Interests in Village Contracts and Business:**

1. No elected officer of the Village, whether paid or unpaid, shall have any interest directly or indirectly in any contract, work or business of the Village, except as permitted by 65 Illinois Compiled Statutes 5/3-14-4 of the Illinois Municipal Code.
2. No employee of the Village shall have any interest directly or indirectly in any contract, work or business of the Village, except that any employee who is otherwise eligible under applicable Federal, State and/or local laws and program guidelines may participate in the Village's rehabilitation and diversity programs, including but not limited to the multiple-family and single-family residential rehabilitation programs, the Diversity Assurance Program, the Retail Rehabilitation Grant Program and the First Time Home Buyer Mortgage Assistance Program.
3. Any financial or other personal interest, direct or indirect, which tend to affect the independence of judgment of said officer or employee shall be publicly disclosed.

**C. Prohibition Against Interests Which Are Incompatible With Official Duties:** No elected or appointed officer or employee shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his official duties in the public interest or which may tend to impair his independence of judgment or action in the performance of his official duties. For purposes of this Section, personal interest shall include the financial interest of the spouse or minor children of the elected or appointed officer or employee.

**D. Interest in Contract, Legislative or Administrative Action, Transaction, Zoning Decision, Permit or Licensing Decision, or Other Matter:** No elected or appointed officer or employee having the power or duty to perform an official act or action, related to a contract, legislative or administrative action, transaction, zoning decision, permit or licensing decision, or other matter which is, may be or has been the subject of an official act or action of the Village during the prior twelve (12) months shall:

1. Have or thereafter acquire an interest in such contract, legislative or administrative action, transaction, zoning decision, permit or licensing decision, or other matter, except as otherwise stated in this Section; or
2. Have an interest in any business entity representing, advising or appearing on behalf of, whether paid or unpaid, any person involved in such contract, legislative or administrative action, transaction, zoning decision, permit or licensing decision, or other matter, except as otherwise stated in this Section; or

3. Have solicited or accepted present or future employment with a person or business entity involved in such contract, legislative or administrative action, transaction, zoning decision, permit or licensing decision, or other matter for a period of twelve (12) months following the Village's action on such matter; or
  4. Have solicited, accepted or granted a present or future gift, favor, service or thing of value from or to a person involved in such contract, legislative or administrative action, transaction, zoning decision, permit or licensing decision, or other matter, or from a person who would receive a material benefit, direct or indirect, from same except:
    - a. An occasional consumable gift or an occasional nonpecuniary gift, with a value of less than fifty dollars (\$50.00);
    - b. A nonpecuniary award publicly presented in recognition of public service; or
    - c. Gifts from family members. No family member, however, may be used as a conduit for a gift which would not otherwise be permitted.
  5. Have encouraged, made or accepted any ex parte or unilateral application or communication where a determination is to be made after a public hearing and such person fails to make the contents of the communication a part of the record.
- E. Preacquisition of Interest: No elected or appointed officer or employee shall acquire an interest in, or an interest affected by, any contract, transaction, zoning decision, or other matter at a time when such officer or employee knew, or reasonably should have known, the interest will be directly or indirectly affected by an official act or action of such elected or appointed officer or employee.
- F. Appearances: No elected or appointed officer or employee shall appear on behalf of or against any private person, other than himself or herself, his or her spouse, or minor children, before any Village agency or municipal court, except for members of the Village Board, who may appear before Village agencies on behalf of Board member's constituents in the course of his or her duties as a representative of the electorate or in the performance of public or civic obligations and in accordance with applicable provisions of Robert's Rules of Order. Such Board members shall not receive compensation for such appearances, other than compensation from the Village.
- G. Disclosure of Interest in Legislative Action:
1. Any member of the Village Board who has a financial interest or personal interest in any proposed legislation before the Village Board shall disclose on the record of the Village Board the nature and extent of such interest. For purposes of this Section, personal interest shall include an interest arising from blood or marriage relationships, or close business or political association.

2. Any other officer or employee who has a financial or personal interest in any proposed legislative action of the Village Board and who participates in discussion with or gives an official opinion or recommendation to the Village Board shall disclose on the record of the Village Board the nature and extent of such interest.
- H. Disclosure and/or Use of Confidential Information: No elected or appointed officer or employee shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the Village or use such information to advance the financial or other private interest of the officer or employee or others.
- I. Public Property: No elected or appointed officer or employee shall request, permit or engage in the unauthorized use of Village-owned funds, vehicles, equipment, materials or property for personal convenience or profit.
- J. Future Employment of Village Officers and Employees:
1. No elected or appointed officer or employee of the Village shall, directly or indirectly knowingly or wilfully negotiate the possibility of future employment with any person who has any matter pending before that officer or employee or before any body of which that officer or employee is a member.
  2. No person who has a matter pending before an officer or employee of the Village, or before a body of which such officer or employee is a member, shall, directly or indirectly, knowingly or wilfully, negotiate the possibility of future employment of that officer or employee.
  3. No officer or employee of the Village shall knowingly make, participate in making or attempt to use his or her official position to influence a decision involving the interests of a person with whom he or she has an agreement regarding future employment.
- K. Attorney Restriction On Representation: No attorney representing the Village in any legal capacity may represent any interest against the Village.
- L. Employee Purchase Of Village Owned Residential Property: Policemen, firemen and other employees shall be permitted to bid for and purchase residential property of three (3) units or less being sold by the Village, provided said property is to be used as the principal residence of said employees.

M. Employee Participation In Single-Family Rehab Loan Program: Police officers, firefighters and other employees, as defined in section 2-1-7 of this chapter, with the exception of the rehab supervisor, will be permitted to participate in the Village Single-Family Rehab Loan Program, fully funded by Community Development Block Grant funds and regulated, generally, by Federal regulations set forth in 24 CFR part 570 and, specifically, by loan policy guidelines approved by the Housing Programs Advisory Committee of the Village Board. (Ord. 1993-0-24, 4-7-93)

N. Adoption Of The State Officials And Employees Ethics Act: The regulations of section 5-15<sup>1</sup> and article 10<sup>2</sup> of the State Officials and Employees Ethics Act (hereinafter "the Act") is hereby adopted as required by reference and made applicable to the officers and employees of the Village to the extent required by 5 Illinois Compiled Statutes 430/70-5.

1. Solicitation Or Acceptance Of Gifts Prohibited: The solicitation or the acceptance of gifts prohibited to be solicited or accepted under the Act, by an elected or appointed official or any employee of the Village, is hereby prohibited.
2. Gift Ban: The offering or making of gifts prohibited to be offered or made to an officer or employee of the Village under the Act, is hereby prohibited.
3. Political Activities Prohibited: The participation in political activities prohibited under the Act, by any officer or employee of the Village, is hereby prohibited.
4. Definitions: For purposes of this subsection 2-25-9N, the terms "officer" and "employee" shall be defined as set forth in 5 Illinois Compiled Statutes 430/70-5(c).
5. More Restrictive Provisions Prevail: This subsection 2-25-9N does not repeal or otherwise amend or modify any other provision of this article. To the extent that any other provision of this article relating to the solicitation and acceptance of gifts is less restrictive than any provision contained in section 5-15 and article 10 of the Act, as adopted in this subsection 2-25-9N, then the provisions of section 5-15 and article 10 of the Act, as adopted in this subsection 2-25-9N, shall prevail in accordance with the provision of 5 Illinois Compiled Statutes 430/70-5(a). The penalty provisions set forth in 5 Illinois Compiled Statutes 430/50-5 shall prevail over other penalty provisions set forth in this article only with regard to the enforcement of this subsection 2-25-9N.
6. Future Amendments: Any amendment to the Act that becomes effective after the effective date of this subsection 2-25-9N shall be incorporated into this subsection 2-25-9N by reference and shall be applicable to the solicitation, acceptance, offering and making of gifts and to prohibited political activity. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this subsection 2-25-9N by reference without formal action by the corporate authorities of the Village.
7. Future Declaration Of Unconstitutionality:
  - a. If the Illinois Supreme Court declares the Act unconstitutional in its entirety, then this subsection 2-25-9N shall be repealed as of the date that the Illinois Supreme Court's

decision becomes final and not subject to any further appeals or rehearings. This subsection ~~2-25-9N~~ shall be deemed repealed without further action by the corporate authorities of the Village if the Act is found unconstitutional by the Illinois Supreme Court.

- b. If the Illinois Supreme Court declares part of the Act unconstitutional but upholds the constitutionality of the remainder of the Act, or does not address the remainder of the Act, then the remainder of the Act as adopted by this subsection ~~2-25-9N~~ shall remain in full force and effect; however, that part of this subsection ~~2-25-9N~~ relating to the part of the Act found unconstitutional shall be deemed repealed without further action by the corporate authorities of the Village. (Ord. 2004-0-31, ~~6-21-04~~)

#### **2-25-10: PROTECTION OF EMPLOYEES AGAINST RETALIATION FOR REPORTING FRAUD, WASTE OR MISUSE OF OFFICE:**

- A. No elected or appointed officer or employee of the Village shall use or threaten to use any official authority or influence to discourage, restrain or interfere with any other person for the purpose of preventing such person from acting in good faith to carry out the person's official duties, to exercise the person's clearly defined rights or to report or otherwise bring to the attention of the Village any information which, if true, would constitute a work related violation by a Village elected or appointed officer or employee of any law or regulation, gross waste of Village funds, gross abuse of authority, a specified and substantial danger to public health or safety due to an act or omission of a Village officer or employee, use of a Village office or position or of Village resources for personal gain, or a conflict of interest of a Village officer or employee.
- B. No elected or appointed officer or employee of the Village shall use or threaten to use any official authority or influence to effect any action as a reprisal against an elected or appointed officer or employee who reports or otherwise brings to the attention of the Village any information regarding the subjects described in subsection ~~2-25-10A~~ of this section. (Ord. 1993-0-24, 4-7-93)

#### **2-25-11: CONTRACTS WITH OTHER GOVERNMENTAL AND QUASI-GOVERNMENTAL ENTITIES:**

The Village shall, by agreement, require that all governmental and quasi-governmental entities which receive funding from the Village adhere to the provisions of this article and that all such entities agree to be subject to the enforcement and penalty provisions contained herein as administered by the Village's Ethics Committee.

For purposes of this section, the phrase "elected and appointed officers and employees" shall include the elected and appointed officers and employees of those governmental and quasi-governmental entities which receive funding from the Village and which agree to adhere to the provisions of this article. (Ord. 1993-0-24, 4-7-93)

#### **2-25-12: ADVISORY OPINIONS:**

- A. Where an elected or appointed officer or employee of the Village has a doubt as to the applicability of any provision of this article to a particular situation or as to the definition of terms used herein, the elected or appointed officer or employee may apply to the Village Attorney for an advisory opinion. The elected or appointed officer or employee shall have the opportunity to present his or her interpretation of the facts at issue and of the applicability of provisions of the article before such advisory opinion is made. The Village Attorney may seek the advice and assistance of the Ethics Committee of the Village Board (hereinafter known as the "Ethics Committee"), if necessary.
- B. Such opinion, until amended or revoked, shall be binding on the Village, the Village Board and the Village Attorney in any subsequent actions concerning the elected or appointed officer or employee who sought the opinion and acted on it in good faith, unless material facts were omitted or misstated in the request for the advisory opinion. Such opinion shall not be binding in any action initiated by any private citizen.
- C. Any advisory opinion prepared by the Village Attorney shall be made public. However, the name of the person requesting the opinion and the names of all persons or business entities mentioned in the opinion shall be deemed confidential information and shall not be disclosed by the Village Attorney unless the elected or appointed officer or employee waives such confidentiality or where the Village Attorney deems the elected or appointed officer or employee to have failed to act in good faith in requesting the opinion or in conforming with the opinion or to have failed to act in conformance with the opinion. In seeking advice from the Ethics Committee, the Village Attorney shall not disclose the name of the person seeking the opinion nor the names of persons or entities mentioned in the opinion. (Ord. 1993-0-24, 4-7-93)

#### **2-25-13: ENFORCEMENT:**

- A. The Ethics Committee shall have the primary responsibility for the enforcement of this article. It shall have the power to investigate any complaint, to initiate any suit, and to prosecute any criminal or civil action on behalf of the Village where it believes such action is appropriate.
- B. The Ethics Committee may investigate or prosecute any apparent violation of this article or may employ or appoint any qualified attorney to investigate or prosecute any violation or series of violations of this article by one or more persons.
- C. Any person who believes that a violation of any portion of this article has occurred may file a complaint with the Ethics Committee. However, nothing in this article shall be construed to prevent complainants from instituting direct legal action through the appropriate judicial authority. (Ord. 1993-0-24, 4-7-93)

**2-25-14: PENALTIES; FORFEITED POSITION; EXEMPTIONS; INJUNCTION:**

- A. Any elected or appointed officer or employee who wilfully and knowingly violates any of the provisions of this article shall be guilty of a misdemeanor, punishable by a monetary fine not to exceed one thousand dollars (\$1,000.00) or incarceration for a period of time not to exceed one year.
- B. Upon conviction for any violation of this article of any elected or appointed officer or employee, such officer or employee shall immediately forfeit his or her office or position.
- C. The Ethics Committee, with the consent of the Village Board, may exempt from the provisions of this article any conduct found to constitute a violation by an elected or appointed officer or employee if the Committee finds that the enforcement of this article with respect to such conduct is not in the public interest.
- D. Any contract, transaction, zoning decision or other matter which was the subject of an official act or action of the Village in which there is an interest prohibited by this article, or which involves the violation of a provision of this article, shall be voidable at the option of the Village.

- E. The Ethics Committee shall have the power, where a violation of the provisions of this article is threatened or has occurred, to bring civil action or proceeding at law or in equity for a judgment enjoining any violation of the provisions of this article or requiring the relinquishment of any prohibited interest or the voiding of any such contract, transaction, zoning decision or other matter, taking into account the interests of the Village and any third persons who may be injured thereby. Where the Committee determines that the public interest may best be served by not voiding a contract, transaction, zoning decision or other matter entered into in violation of this article, such contract, transaction, zoning decision or other matter may be enforced and an action or proceeding may be brought against any elected or appointed officer or employee found in violation of provisions of this article for damages not to exceed twice the damages suffered by the Village or twice the profit or gain realized by the elected or appointed officer or employee, whichever is greater. (Ord. 1993-0-24, 4-7-93)

## Appendix E

### Notes Regarding Grant Funding History

The Operating Agreement between the Village and Grantee dated February 3, 2014 and amended on November 16, 2015, and July 20, 2017, included the following schedule for funding grants to be provided to Grantee by the Village:

<b>Payment Date</b>	<b>Amount</b>
April and October 2014	\$259,125 (or, in the case of the October payment, the lesser of balance of Grantee's expenses for the 2014 calendar year)
April and October 2015	\$360,750
January, March, May, July, September, and November 2016	\$120,250
January, March, and October 2017	\$240,500
January, March, May, July, September, and November beginning January 2018 through contract expiration	\$120,250

For the April 1, 2014 and October 1, 2014 payments set forth above, the funding grants were restricted to the following maximums:

- A. \$471,250 for salaries and benefits for up to four full-time employees employed by Grantee on or after the Effective Date of the Agreement;
- B. \$10,000 for employee training;
- C. \$60,000 for marketing; and
- D. \$77,000 for operating expenses.

Grantee agreed to transfer \$100,000 of the existing fund balance from Grantee's predecessor entity (Oak Park Development Corporation) to the new entity (Oak Park Economic Development Corporation) in 2014.

The Amended and Restated Operating Agreement between the Village and Grantee dated November 16, 2015 provided that for the 2015 calendar year, Grantee was permitted to retain up to \$60,000 in excess funds to be used solely for the purposes of transferring funds to SPA, Inc., to pay then-current mortgage, property taxes, maintenance expenses and sale expenses for property held by SPA. SPA was an entity created in 1999 at the request of the Village by the predecessor entity Oak Park Development Corporation, and held ownership of a single property located at 6049 North Avenue in Oak Park. The property was sold in 2016 and SPA, Inc., was formally dissolved in 2017.