



## **FUNDING GRANT AGREEMENT**

**THIS FUNDING GRANT AGREEMENT** (hereinafter referred to as “Agreement”) is entered this 5<sup>th</sup> day of November, 2018, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”) and TCB Oak Park LLC, an Illinois limited liability company (hereinafter referred to as “Grantee”).

### **RECITALS**

**WHEREAS**, the Grantee is an Illinois limited liability company authorized to conduct business in the State of Illinois organized for the purpose of real estate development of quality apartments for people of all incomes, and the sole member of Grantee is The Community Builders, Inc., a Massachusetts not for profit corporation (“TCB”); and

**WHEREAS**, the Village holds approximately \$1,410,000 in an affordable housing fund awaiting approval for distribution to appropriate affordable housing projects/programs; and

**WHEREAS**, said funds were received as compensating benefits from residential and mixed-use land developers through a negotiated process associated with either a redevelopment agreement or planned development application, or both, in an effort to support affordable housing projects or programs; and

**WHEREAS**, on September 25, 2017, the Village Board directed staff to issue a Request for Proposals for options to create new affordable housing units, improvement of existing affordable housing stock, prevention of affordable housing unit loss, and/or strategies to increase housing affordability; and

**WHEREAS**, the Village’s Request for Proposals was issued on December 1, 2017; and

**WHEREAS**, the Grantee (or TCB) submitted a Proposal for the redevelopment of a 12,500 square foot vacant site located at 809 South Oak Park Avenue, Oak Park, Illinois 60304, P.I.N. 16-18-135-021-0000 and legally described in Exhibit 1, attached hereto and incorporated herein by reference (hereinafter referred to as the “Property”); and

**WHEREAS**, Grantee proposes a transit-oriented development that will consist of 37 units of high quality rental apartments including two live-work units, 23 parking spaces, resident community amenity space, and approximately 1,000 square feet of commercial space as more fully set forth in the Village Ordinance 18-432, attached hereto and incorporated herein by reference as Exhibit 2 adopted on October 15, 2018 by the Village Board of Trustees (hereinafter referred to as the “Project”); and

**WHEREAS**, the Project will provide high quality affordable housing for Oak Park's lower-income workforce (leasing units to tenants with household incomes up to 30% and 60% of the area median income); and

**WHEREAS**, the Village has determined that it is in the public interest to provide the Grantee with a grant of funds for the Grantee to construct and operate the Project subject to this Agreement and all other conditions with regard to the development of the Property, including, but not limited to, Village Ordinance Number 18-432.

**NOW THEREFORE**, in consideration of the mutual promises contained in this Agreement, the Village and the Grantee agree as follows:

**1.0 RECITALS INCORPORATED.**

1.1 The above recitals are incorporated herein as though fully set forth.

**2.0 TERM OF AGREEMENT.**

2.1. The term of this Agreement shall commence on November 5, 2018, and shall terminate on November 5, 2033, unless earlier terminated by either party as set forth herein.

**3.0 PAYMENTS TO GRANTEE.**

3.1. In consideration of the Grantee undertaking and performing the Project, the Village shall pay to Grantee \$500,000, payable upon the Grantee's purchase of the Property. If Grantee has purchased the Property prior to the funds being available, the funds may be paid to Grantee in reimbursement of its acquisition costs.

3.2. Payments pursuant to this Agreement are subject to availability of funds and their appropriation and authorized expenditure pursuant to applicable law. The Village's obligations shall cease immediately without penalty or liability for further payment, if, the Village or any other funding source fails to appropriate, budget or otherwise make available sufficient funds for this grant.

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

TCB Oak Park LLC  
135 South LaSalle Street, Suite 3350  
Chicago, IL 60603  
Attention: Kirk Albinson

Grantee may change the person to whom payments are sent, or the place to which payments are sent, by delivering 30 days prior written notice pursuant to Section 22.0 of this Agreement.

3.4 The Village's financial obligation under this Agreement shall not exceed the grant amount set forth in Section 3.1 of this Agreement.

#### **4.0 SCOPE OF SERVICES.**

4.1 The Grantee shall complete the Project subject to the conditions set forth in the Planned Development Ordinance, attached hereto and incorporated herein by reference, this Agreement and all other applicable laws, codes and regulations of the Village and any other governmental entity having jurisdiction over the Project. The Grantee (or an affiliate) has caused to be formed Oak Park I Housing Owner LLC, an Illinois limited liability company (the "Project Entity"). Oak Park I Housing MM LLC, an Illinois limited liability company (the "Manager"), is the sole manager of the Project Entity, and the Grantee (or an affiliate) is the sole member of the Manager. The Grantee intends to convey the Property to the Project Entity when financing sufficient for the completion of the Project has been obtained by the Project Entity, and the Project Entity will construct and operate the Project. The Grantee will fulfill its obligations under this Agreement through the activities of the Manager and the Project Entity.

#### **5.0 ADHERENCE TO VILLAGE POLICIES.**

5.1 The Grantee shall adhere to the policies set forth in Exhibit 3 to this Agreement, attached hereto and incorporated herein by reference, or, in the alternative, that it will have adopted policies of its own which are in substantial compliance with the policies set forth in Exhibit 3.

5.2 All such Grantee policies require prior review and approval by the Village before the Grantee can substitute adherence to its own policies for adherence to the Village policies referenced in Section 5.1 above. Such policies may be submitted to the Village for review and approval prior to the execution of this agreement or at any time during the term of this agreement.

5.3 The Village shall provide the Grantee with timely written approval or disapproval of all such policies submitted by the Grantee. Disapproval shall be accompanied by the specific reasons why the submitted policy is not in substantial compliance with the Village policy set forth in Exhibit 2. The Grantee may revise and resubmit policies to the Village for review and approval. Approval shall not be unreasonably withheld by the Village.

5.4 The Grantee shall be obligated to adhere to the policies set forth in Exhibit 3 until such time as its own written equivalent policy or policies have been filed with and approved by the Village.

5.5 The Grantee shall be obligated to submit any change in, or amendment to, such approved policy during the term of this agreement to the Village for its approval in the same manner as if it were submitting an entire new policy to the Village for its review and approval.

#### **6.0 GRANTEE'S AUTHORITY.**

6.1 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 this grant and to execute this Agreement. Any person binding the Grantee shall, when required, provide written evidence of the legal authority for his or her agency. The Grantee acknowledges that it has read, understood and agreed to all provisions of this Agreement.

#### **7.0 GRANTEE'S RESPONSIBILITIES.**

7.1 At the Village's request, Grantee shall also submit such written or verbal reports as reasonably deemed necessary by the Village Manager or the Village Manager's designee while this Agreement is in effect.

7.2. In connection with the foregoing and other actions to be taken under this Agreement, Grantee hereby designates each of Terri Hamilton-Brown, Will Woodley, Ethan Ceplikas or Beverly Bates as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Grantee and with the effect of binding Grantee. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of Grantee as having been properly and legally given by the Grantee. Grantee shall have the right to change its authorized representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 22.0 of this Agreement.

7.3. Before receiving any grant funds and as a condition of this Agreement, the Grantee shall execute a Mortgage and Note, both substantially in the same form attached hereto and incorporated herein by reference as Exhibit 4 and Exhibit 5 respectively. In accordance with the terms of the Note and Mortgage, the Grantee shall reimburse the Village in an amount not to exceed the lesser of (i) \$500,000 or (ii) the funds actually disbursed by the Village to Grantee hereunder, should the Project not be completed and operated pursuant to this Agreement. The Mortgage shall be recorded as a lien on the Property at Grantee's expense upon Grantee's purchase of the Property. As set forth in the Mortgage, the Mortgage is subordinate to Permitted Liens (defined in the Mortgage); at the request of any lender to the Project, the Village shall execute a subordination agreement, in a form reasonably acceptable to the Village, acknowledging and evidencing such agreement to subordinate.

7.4 The Grantee shall not transfer its interest in the Property, or its obligations under this Agreement without the express written approval of the President and Board of Trustees of the Village of Oak Park. In the event that the Grantee sells, conveys or transfers its interest in the

Property at any time on or before November 5, 2033 without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest in the amount of 12% annually with interest accruing beginning on the date of the Village's payment of the grant to Grantee under this Agreement and the Mortgage and Note attached hereto. However, the following transfers of the Property (and Project) are allowed ("Permitted Transfers"): (i) conveyance of the Property from Grantee to the Project Entity as described above, and (ii) conveyance of the Property and Project from the Project Entity to the Grantee, TCB or an affiliate of either pursuant to the transferee's exercise of a purchase option or right of first refusal after the expiration of the low-income housing tax credit period for the Project.

7.5 If the Grantee breaches any term of this Agreement, the Village shall have the right to repayment of the grant funds. In addition, the Village shall have all rights and remedies under the Mortgage and Note attached hereto. If the Village gives the Grantee written notice of default in the performance of any terms of this Agreement, the Grantee shall have thirty (30) days to cure the default. However, if the nature of the default is that it cannot reasonably be expected to be cured in thirty (30) days, then the cure period is extended as long as Grantee has commenced the cure (or caused the cure to be commenced) within the initial thirty (30) day cure period, and diligently pursues the cure (or causes the cure to be diligently pursued). If the Grantee fails to cure the default, the Village may elect at any time to demand repayment of the principal and interest set forth in Section 7.4 above. Any lender or investor of the Project Entity shall have the right to cure a default by Grantee on the same terms as Grantee. However, the Village shall not have the right to accelerate the Note, or pursue other remedies under this Agreement, the Note or the Mortgage, during the period beginning on the date of conveyance of the Property to the Project Entity and ending on the earlier to occur of (i) the end of the 15-year tax credit compliance period of the Project, or (ii) the date on which the low-income housing tax credit investor is no longer a limited partner in the Project Entity.

7.6 There shall be no payment of either principal or interest by the Grantee during the term of this Agreement if the Grantee successfully fulfills all of its obligations under this Agreement from the effective date through November 5, 2033, the Village shall discharge the Grantee's indebtedness and shall cancel the note on the loan and release any security interest it may have without any payment of principal or interest by Grantee. If the Grantee has fulfilled all its obligations under this Agreement through such date, the Grantee will provide a written request to the Village for the return of the originally executed Note and an executed release of the Note and Mortgage in recordable form.

## **8.0 STATUS OF GRANTEE AND GRANTEE'S PERSONNEL OR CONTRACTED AGENTS.**

8.1. Grantee shall be an independent contractor to the Village. Grantee shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Project.

8.2. 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 the Grantee, nor its personnel, nor its contracted agents shall be considered to be agents or employees of the Village.

#### **9.0 THE GRANTEE'S BUSINESS ORGANIZATION.**

9.1 During the term of this Agreement, Grantee shall maintain its registration to do business in the State of Illinois with the Illinois Secretary of State.

9.2 Grantee shall hire and maintain a qualified and competent staff to provide all management and administrative services necessary to accomplish the Project.

9.3 Grantee shall oversee the expenditure of the funding grants provided pursuant to this Agreement.

9.4 Grantee shall operate in accordance with this Agreement, Grantee's articles of organization, operating agreement, and actions of the Manager's board of directors.

#### **10.0 FINANCIAL RECORDS.**

10.1 At any time during the term of this Agreement, the Village shall have the right to examine Grantee's financial records with reasonable notice, during regular business hours, with regard to the funds provided pursuant to this Agreement. The Village's requests for information may be based on requests from federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the Village or other parties, which in the Village's opinion, require the information.

10.2 Grantee is accountable for all Village disbursed funds under this Agreement. 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 insure that funds have not been unlawfully spent.

10.3 Grantee shall maintain for a minimum of five (5) years following the latter of the expiration or termination of this Agreement, or longer if required by law, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds provided by the Village 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 Village representative, 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.

10.3.1. Grantee shall cooperate with the Village and provide the Village, when requested, with access to data, information and documentation pertaining to the use of the Village funds for the Project.

10.3.2. The Village shall have the right to audit any records necessary to permit evaluation and verification of the Grantee's compliance with the requirements of this Agreement throughout the term of the Agreement and for a period of five (5) years after any payment, or longer if required by law.

10.3.3. The Village shall have the right to interview any of the Grantee's current and former employees, as related to this contract, during the audit.

10.3.4. Grantee shall provide the Village with adequate and appropriate workspace, with access to photocopy machines, during any audit.

10.3.5. Grantee shall provide the Village with copies of all requested records, as described above, in a computer-readable format (if available) as well as hard copy.

10.4 If any of the services to be performed by Grantee 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 the use of the funds provided by Grantee under this Agreement, to the extent those books, documents, papers and records would be required to be disclosed by Grantee hereunder, for a period of five (5) years from the later of the expiration or termination of this Agreement. This provision shall not apply to attorneys, consultants, architects, contractors or others who have provided professional services to Grantee (or its affiliates) in connection with the Project for a fee.

#### **11.0 FINANCIAL DISCLOSURES.**

11.1. If required by law, Grantee shall conduct an annual audit 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 within six (6) months after the end of Grantee's fiscal year. The 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. If applicable by law, a copy of the audit report shall be provided to the Village within 30 days of Grantee's receipt of the audit report.

## **12.0 UNEXPENDED FUNDS.**

12.1 Any unexpended funds provided by the Village pursuant to this Agreement shall be maintained in a federally insured account by Grantee and shall be returned to the Village within thirty (30) days of the expiration of this Agreement.

12.2 Upon dissolution of Grantee or termination of this Agreement, any unexpended funds originally provided by the Village to Grantee shall be immediately returned to the Village. Funds which have already been obligated by Grantee at the time of the dissolution of Grantee's corporation or at the time of Grantee's receipt of the Village's notice to terminate this Agreement shall not be considered as "unexpended funds" for purposes of this Section 12.0. Upon dissolution, Grantee shall notify the Village of the name of the individual or entity responsible for winding up its affairs.

## **13.0 LEGAL COMPLIANCE.**

13.1 In addition to complying with the statutes and regulations specifically referenced in this Agreement and the Village's Policies as referenced herein, Grantee is responsible for determining the applicability of, and complying with, any other laws, regulations or ordinances.

13.2 Grantee shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, religion, disability, creed, color, sex, age sexual orientation, status as a disabled veteran or Vietnam era veteran, or national origin, nor otherwise commit an unfair employment practice.

13.3 Grantee shall take affirmative action to ensure that applicants are employed without regard to race, religion, handicap, creed, color, sex, age, sexual orientation, status as a disabled veteran or Vietnam era veteran, or national origin, with such affirmative action, including but not limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay, other forms of compensation, or selection for training, including apprenticeship.

13.4 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.

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

13.6 The Village is authorized to conduct reviews and conduct other procedures or practices regarding Grantee's compliance with this Section 13.0. Grantee agrees to post, in conspicuous places available to employees and applicants for employment or distribute to



employees and applicants for employment, notices setting forth the non-discrimination provisions of this Section 13.0.

#### **14.0 TERMINATION; SUSPENSION.**

14.1. This Agreement may be terminated with cause by either party upon providing ninety (90) days written notice pursuant to Section 23.0 of its intention to terminate.

14.2. During the term of the Agreement, the Village may terminate the agreement for cause or suspend payments of grant funds due to: (1) use of funds in a manner inconsistent with this Agreement; (2) Grantee's failure to submit required documents pursuant to this Agreement; (3) Grantee's submission of incorrect or incomplete reports; or (4) Grantee's failure to perform in accordance with this Agreement.

14.3. In the event the Village elects to terminate this agreement for cause or to suspend payments under this agreement for any reason set forth in this Agreement, the Village shall provide written notice pursuant to Section 23.0 to Grantee of its intention to terminate this Agreement for cause or suspend payments if Grantee fails to cure the noted deficiency within thirty (30) days after receipt of the notice. The written notice shall provide Grantee with a description of the alleged deficiency, and Grantee shall be afforded an opportunity to refute the statement of deficiency set forth in the notice prior to the Village's termination or suspension of payments. If Grantee fails to adequately refute the alleged deficiency, or fails to correct the deficiency within thirty (30) days of the Village's notice, the Village may terminate or suspend payment of any funds to be provided pursuant to this Agreement. However, if the nature of the default is that it cannot reasonably be expected to be cured in thirty (30) days, then the cure period is extended as long as Grantee has commenced the cure (or caused the cure to be commenced) within the initial thirty (30) day cure period, and diligently pursues the cure (or causes the cure to be diligently pursued).

#### **15.0 INDEMNIFICATION AND INSURANCE.**

15.1 To the fullest extent permitted by law, Grantee shall defend, indemnify and hold harmless the Village, its officials, officers, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including, but not limited to, reasonable attorneys' fees and court costs (hereinafter referred to as "Claims") which may accrue against the Village, its officers and employees to the extent arising out of Grantee's performance of this Agreement, except for the negligence of the Village, its officials, officers, employees, agents and volunteers.

15.2. Grantee shall, at Grantee's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 15.0. Grantee shall furnish Certificates of Insurance to the Village before starting work pursuant to this Agreement. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed or authorized to do business in the State of

Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision (or reasonable equivalent) shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." Grantee shall require any of its subcontractors to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village, its officials, officers, employees, agents and volunteers as set forth in this Agreement.

15.3. 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, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
- iii. Cover all claims arising out of Grantee's operations or premises, anyone directly or indirectly employed by Grantee.

**(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 employees who work on the Services, and in case work is sublet, Grantee shall require each subcontractor similarly to provide workers' compensation Insurance. In case employees engaged in hazardous work under this Agreement are not protected under workers' compensation insurance, Grantee shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

**(C) Comprehensive Automobile Liability:**

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

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

- i. Limits:  
Each Occurrence/Aggregate \$2,000,000.00

- (F) The Village, its officers, agents, employees and volunteers shall be named as an additional insured on all insurance policies identified herein except workers' compensation. Grantee shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, and volunteers.

15.4. The Village and Grantee agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15.5. Grantee understands and agrees that any insurance protection required by this Agreement or otherwise provided by Grantee shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided. Grantee waives and agrees to require its insurers to waive its rights of subrogation against the Village, its officers, employees, agents and volunteers, except for those losses arising out of the negligence of the Village, its officials, officers, employees, agents and volunteers.

**16.0 COVENANT NOT TO SUE.**

16.1 Grantee forever releases and discharges the Village, its officials, officers, agents, employees and volunteers from all claims, demands, damages, actions or causes of action which arise out of the Village's performance of this Agreement.

16.2. Grantee covenants not to sue or otherwise bring any action in law or equity against the Village, its officials, officers, agents, employees or volunteers for any claims, loss, damage, expense, debt or liability of any nature whatsoever which the Grantee may sustain arising out of the Village's performance of this Agreement except for the Village's breach of a term set forth herein.

**17.0 NON-WAIVER OF RIGHTS.**

17.1 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.

**18.0 NON ASSIGNMENT AND SUCCESSORS IN INTEREST.**

18.1 Subject to the provisions of Section 4.1, this Agreement shall not be assigned, sublet, or transferred by either party hereto.

18.2 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.

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

#### **19.0 MODIFICATION AND AMENDMENT.**

19.1 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.

19.2 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 the Grantee of any change in law or regulation which it has notice.

#### **20.0 CONFLICT OF INTEREST.**

20.1 The Grantee shall establish safeguards to prohibit its officers, directors, agents and employees from using Village funds for their own private use.

20.2 No Village officer or employee may be hired or paid with funds derived directly or indirectly through this Agreement.

20.3 The parties acknowledge and agree that Village officers and employees may serve as directors and volunteers of the Grantee and their service shall not be deemed to be a conflict of interest.

20.4. Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Project pursuant to this Agreement. Grantee further covenants that in the performance under this Agreement, no person having a conflict of interest shall be employed by Grantee.

#### **21.0 NO COLLUSION.**

21.1. Grantee hereby represents and certifies that Grantee is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the

payment of any tax administered by the Illinois Department of Revenue unless Grantee is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* Grantee hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Grantee has in procuring this Agreement, colluded with any other person, firm, or corporation, then Grantee shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

## **22.0 GOVERNING LAW AND VENUE.**

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

22.2 Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

## **23.0 NOTICE.**

23.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by electronic transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection. The Grantee may also provide the Village with notice addresses for the lenders and investor of the Project Entity.

If to the Village:

Village Manager  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

If to Grantee:

TCB Oak Park LLC  
135 South LaSalle Street, Suite 3350  
Chicago, Illinois 60603  
Attention: Development Director  
Email: [wwoodley@tcbinc.org](mailto:wwoodley@tcbinc.org)

With a copy to:

The Community Builders, Inc.  
185 Dartmouth Street  
Boston, MA 02116  
Attention: General Counsel  
Email: [eceplikas@tcbinc.org](mailto:eceplikas@tcbinc.org)

23.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

23.3. Notice by email shall be effective as of date and time of facsimile or electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

#### **24.0 ENTIRE AGREEMENT.**

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

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

#### **25.0 SAVINGS CLAUSE.**

25.1 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.

#### **26.0 CAPTIONS AND PARAGRAPH HEADINGS.**

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

#### **27.0 AUTHORIZATIONS**

27.1 Grantee's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by Grantee's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager and Village Clerk hereby warrant that they have been lawfully authorized by the Village Board to execute this Agreement. Grantee and the Village shall deliver, upon request, to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement.

#### **28.0 HEADINGS AND TITLES.**

28.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

**29.0 COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.**

29.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

29.2 A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**30.0 EFFECTIVE DATE.**

30.1. This Agreement shall take effect on November 5, 2018.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE FOLLOWS]**

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

TCB OAK PARK LLC

\_\_\_\_\_  
By: Cara Pavlicek  
Its: Village Manager

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

Date: \_\_\_\_\_, 2018

Date: \_\_\_\_\_, 2018

ATTEST

ATTEST

\_\_\_\_\_  
By: Vicki Scaman  
Its: Village Clerk

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

Date: \_\_\_\_\_, 2018

Date: \_\_\_\_\_, 2018



**EXHIBIT 1**

**LEGAL DESCRIPTION**

LOTS 1 AND 2 IN BLOCK 4 IN OAK PARK AVENUE SUBDIVISION, BEING A SUBDIVISION OF LOTS 2 AND 3 AND THAT PART OF LOT 1, LYING WEST OF OAK PARK AVENUE, IN THE PARTITION BY THE CIRCUIT COURT OF COOK COUNTY, OF THE EAST HALF OF LOT 2 IN THE SUBDIVISION OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST HALF OF THE SOUTHWEST QUARTER), IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-18-135-021-0000

**EXHIBIT 2**

**PLANNED DEVELOPMENT ORDINANCE**

**ORDINANCE**

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A  
MAJOR PLANNED DEVELOPMENT CONTAINING A FOUR-STORY MIXED USE BUILDING  
FOR THE PROPERTY LOCATED AT 801 SOUTH OAK PARK AVENUE**

WHEREAS, on or about August 17, 2018 the Petitioner, Oak Park I Housing Owner LLC ("Petitioner"), submitted an application with the Village of Oak Park ("Village") for a special use permit for a major planned development to construct a four-story mixed use building in the Neighborhood Commercial District at the property located at 801 South Oak Park Avenue ("Property") as more fully set forth in the application; and

WHEREAS, on September 6, 2018, September 20, 2018 and October 4, 2018 the Plan Commission held a public hearing on the application for the special use planned development; and

WHEREAS, notice of the public hearing was duly published in the *Wednesday Journal* on August 22, 2018; and

WHEREAS, the Plan Commission recommended that the special use planned development be approved for the Subject Property by a vote of five (5) in favor, none (0) against; and

WHEREAS, on October 4, 2018, the Plan Commission adopted its Findings of Fact and Recommendation, which is attached hereto and incorporated herein; and

WHEREAS, the President and Board of Trustees have received the Plan Commission's Findings of Fact and Recommendation with respect to the application and hereby adopt and approve said Findings of Fact and Recommendation; and

WHEREAS, the President and Board of Trustees have determined that the granting of the special use permit for the major planned development in the Petitioner's application is in the best interests of the Village subject to the terms and conditions set forth in the Plan Commission's Findings of Fact and Recommendation and this Ordinance.

**NOW THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Oak Park, County of Cook, Illinois, in the exercise of their home rule powers, as follows:

**Section 1. Recitals Incorporated.** The above recitals are incorporated herein as though fully set forth.

**Section 2. Adoption of Findings of Fact and Recommendations.** The Findings of Fact and Recommendation of the Plan Commission, together with all reports and exhibits

submitted at the public hearing, are hereby incorporated by reference herein and are adopted and approved, subject to the conditions set forth herein.

**Section 3. Approval of a Special Use Permit Planned Development.** The Petitioner's application for a special use planned development is approved in accordance with the application on file with the Village, including the requested allowances, subject to the recommendations/conditions as set forth in the "Conditions for Approval of the Planned Development" section of the Plan Commission's Findings of Fact and Recommendation and this Ordinance.

**Section 4. Revision to Village Zoning Map.** The Village Planner is hereby authorized and directed to revise the official Village Zoning Map to reflect the existence and boundaries of the new planned development authorized herein by the special use permit.

**Section 5. Planned Development Time Limits.** The planned development approved herein is subject to the time limits for the application for a building permit and commencement of construction set forth in Section 14.5(G)(2)-(3) of the Village Zoning Ordinance applicable to the application.

**Section 6. Sale or Transfer of Property.** At least forty-five (45) days prior to any sale or transfer of ownership of the Property, the Petitioner shall provide the Village with the name of any future owner(s) of the Property and proof that the new owner(s) has the financial capabilities to complete the planned development approved herein, which may include the posting of a bond or other surety with the Village. Additionally, any new owner(s) shall be required to provide proof to the Village that the new owner(s) has read and understands this Ordinance and the incorporated Findings of Fact and Recommendation and shall execute a Transferee Assumption Agreement or similar agreement that binds the new owner(s) to the terms of said documents and said agreement shall be subject to the review and approval of the Village Attorney. If the new owner(s) fails to meet the conditions of this Section, the approvals granted herein shall be null and void.

**Section 7. Sale or Transfer of Property Prior to the Issuance of a Building Permit.** If the Property is sold or transferred at any time prior to the issuance of a building permit for the planned development approved herein to a non-affiliated entity, the new owner shall be obligated to reapply for the approvals granted herein, which shall include the public hearing process set forth in the Village's Zoning Ordinance for said approvals.

**Section 8. No Authorization of Work.** This Ordinance does not authorize the commencement of any work at the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced at the Subject Property until all conditions of this Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

**Section 9. Agreement to Terms of Ordinance.** As a condition of the special use planned development granted herein, this Ordinance shall be signed by an authorized officer of the Petitioner to signify its agreement to the terms hereof.

**Section 10. On-Site Management.** The Petitioner shall maintain on-site management office at the Subject Property which shall be staffed by management staff personnel at a minimum of twenty (20) hours per week and shall be available twenty-four (24) hours by telephone.

**Section 11. Violation of Condition or Code.** Any violation of (i) any term or condition set forth in this Ordinance or (ii) any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission of the approvals granted pursuant to this Ordinance.

**Section 12. Severability and Repeal of Inconsistent Ordinances.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 13. Effective Date.** This Ordinance shall be in full force and effect after its approval, passage and publication as provided by law.

ADOPTED this 15<sup>th</sup> day of October, 2018, pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	✓			
Trustee Andrews	✓			
Trustee Boutet	✓			
Trustee Button	✓			
Trustee Moroney	✓			
Trustee Taglia	✓			
Trustee Tucker	✓			

APPROVED this 15<sup>th</sup> day of October, 2018.

  
Anan Abu-Taleb, Village President

ATTEST

  
Vicki Scaman, Village Clerk

Published in pamphlet form this 15<sup>th</sup> day of October, 2018.

Vicki Scaman  
Vicki Scaman, Village Clerk

**ACKNOWLEDGEMENT AND AGREEMENT BY THE PETITIONER TO THE CONDITIONS OF THIS  
ORDINANCE:**

**PETITIONER – OAK PARK I HOUSING OWNER LLC**

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

Dated: \_\_\_\_\_, 2018

EXHIBIT 3

VILLAGE POLICIES

## VILLAGE OF OAK PARK POLICIES

The Contractor shall comply with the terms and conditions set forth herein. Any violation of the terms and conditions set forth herein shall subject the Contractor, at the Village's discretion, to possible contract termination or suspension of payments in accordance with the Agreement.

### **A. Conflicts of Interest and Standards of Conduct.**

The Contractor shall adhere to the "Conflicts of Interest and Standards of Conduct" set forth below or to such equivalent policies of the Contractor as has been reviewed and approved by the Village in accordance with the Agreement.

#### **Conflicts of Interest and Standards of Conduct**

1. **Compensation**: Members of the Board of Directors shall serve without salary, but the Board of Directors may authorize payment of the reasonable expenses incurred by such members in the performance of their duties.
2. **Impartiality**: Every director and employee shall perform his or her duties with impartiality and without prejudice or bias in furtherance of the goals, objectives and contractual obligations of the Contractor. No director or employee shall, in the performance of his or her duties on behalf of the Contractor, grant or make available to any person or entity, including other directors or employees of the Contractor, any consideration, treatment or service beyond that which is available to every other similarly situated person or entity served by the Contractor.
3. **Conflict of Interest**: No director or employee shall engage in any business transaction or shall have any financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of the Director's official duties in the interest of the Contractor or which may tend to impair his/her independence of judgment or action in the performance of his/her official duties.
4. **Interest in contracts**: No director or employee shall have any financial or personal interest, directly or indirectly, in any contract, work or business with the Contractor except that a director may provide materials, merchandise, property, services or labor under the following circumstances:
  - a. The contract is with a person, firm, partnership, association, or corporation in which the director has less than a 7.5% share in the ownership, and the aggregate of any contracts awarded to the director or the director's firm, association, partnership or corporation under this subsection (b) during the same fiscal year does not exceed \$25,000; or



- b. The contract does not exceed \$2,000, and the aggregate of any contracts awarded to the director or the director's firm, association, partnership or corporation under this subsection (a) during the same fiscal year does not exceed \$4,000; or
- c. The contract is with a person, firm, partnership, association or corporation in which the director has less than a 1% share in ownership; or
- d. The Contractor is not a party to the contract, and the contract is with a person or entity served by the Contractor as a part of its corporate purpose.

Any contract awarded under this Section 4 must comply with the Contractor's policies concerning competitive bidding and outreach to women and minority business enterprises.<sup>1</sup>

- 5. In the event that the Board of Directors considers taking any action, including but not limited to entering into a contract in which any director has any financial or personal interest, direct or indirect, which may reasonably tend to impair the director's independence of judgment or action in the best interests of the Contractor, the director shall:
  - a. Before consideration of the proposed action, publicly disclose any such interest to the Board of Directors; and
  - b. Refrain from evaluating, recommending, approving, deliberating or otherwise participating in negotiation, approval or both of the contract or work; and
  - c. Abstain from voting on the proposed action; and
  - d. The contract must be approved by a majority of the Board of Directors.

For purposes of this Section, personal interest shall include the financial interest of the spouse and minor children of the director, but shall not include any interest that a director may have in a proposed general policy of the Contractor solely by virtue of his business or profession.<sup>2</sup>

- 6. Disclosure and/or Use of Confidential Information: No director or employee shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the Contractor or use such information to advance the financial or other private interest of the director, or employee or others.

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<sup>1</sup> The exceptions in Section 4 are drawn from 65 ILCS 5/3.1-55-10.

<sup>2</sup> The final sentence in Section 5 is intended to ensure that a board member who may be a landlord, realtor, banker, etc., is not prevented from voting on general policies that may have some impact, direct or indirect, on all members of that profession.

7. Corporate Property: No director or employee shall request, permit or engage in the unauthorized use of the Contractor's funds, vehicles, equipment, materials or property of personal convenience or profit.

## **B. Procurement Policy.**

The Contractor shall comply with the provisions set forth below relating to the procurement of goods and services which are funded, in whole or in part, by the Village or through the Village as funding agent, or such equivalent policy of the Contractor as has been reviewed and approved by the Village in accordance with the Agreement.

1. **All Contracts for Goods and Services Require the Approval of the Board of Directors; Exceptions.** No contract shall be made for goods or services when the total cost exceeds ten thousand dollars (\$10,000.00), unless such contract shall have been authorized by the Board of Directors. Whenever the total cost of such contract shall not exceed, in any one case, one thousand dollars (\$1,000.00), the Executive Director or his or her designee (hereinafter "Executive Director"), without such previous authorization, shall cause the same to be purchased upon his or her written order; and further provided that when the total cost thereof shall exceed one thousand dollars (\$1,000.00) but shall not exceed ten thousand dollars (\$10,000.00), the Executive Director may cause the same to be purchased without previous authorization in like manner, but the Executive Director shall first obtain in writing, whenever possible, at least three (3) informal quotes to furnish same, which quotes shall be attached in every case to the accounts payable vouchers authorizing payment for such goods or services and filed with the financial records of the Contractor. All contracts shall be let to the lowest responsible bidder, provided that any and all informal quotes for equipment, supplies or repair work may be rejected by the Executive Director if the character or quality of the goods or services does not conform to requirements. In determining the lowest responsible bid or quote, other factors, in addition to cost, such as experience, availability, expertise, resources, work history with the Contractor, work history with others, quality of work and ability to meet all specifications and/or requirements of the Contractor may be taken into consideration and may form the basis for an award of contract. Many of these factors will have increased significance when considering the award of contracts for professional services.
2. **Contracts Which Require the Use of the Formal Bidding Process.** Except as set forth in Section 3 below, when the total cost of a contract for goods, materials, equipment, supplies or construction work is expected to exceed ten thousand dollars (\$10,000.00), the Executive Director or his or her agent shall issue a call for bids which shall be formally advertised. All such bids for construction work shall require a bond for the faithful performance of the work.

All contracts for which bids are required shall be let to the lowest responsible bidder within the judgment of the Board of Directors, provided that any and all bids received in

response to an advertised call for bids may be rejected by the Board of Directors if the character or quality of goods, materials, equipment, supplies or construction work does not conform to the specifications and/or requirements set forth in the call for bids.

3. **Exception to Bid Requirements for Urgent Materials or Repairs; Lack of Competition and Inability to Draft Adequate Specifications; Bid Waiver.** In cases of urgently needed materials or urgently needed repairs which are expected to exceed ten thousand dollars (\$10,000.00), the Executive Director is authorized to obtain such materials and/or services through a negotiated contract without formal advertising when it is in the best interest of the Contractor and it is impractical to convene a meeting of the Board of Directors. If it is practical to convene a meeting, the Board of Directors shall be required to waive the bidding requirement and approve such a negotiated agreement.

Such negotiated contracts may also be approved by the Board of Directors when (1) the contract is for professional services, (2) it is impractical to secure competition, or (3) it is impossible to draft adequate bid specifications. The Executive Director or his or her designee shall, however, whenever possible, obtain in writing at least three (3) informal quotes to furnish same.

Bidding in all instances may be waived by a two thirds (2/3) vote of the Board of Directors.

4. **Procedure for Advertising for Bids.** Whenever any formal bids are required, as stated above, the Executive Director or his/her authorized agent shall advertise in some newspaper published in the Village and/or in such other newspaper of general circulation as, in his/her judgment, may be desirable. A plan or profile of the work to be done, accompanied by specifications for doing the same and specifications for material, supplies or equipment to be furnished, shall be first placed on file in the office of the Executive Director or his/her authorized agent before any such advertisement shall be made, which plan, profile and specifications for goods, material, supplies, equipment or construction work shall at all times be open for public inspection. Such advertisement shall be published not less than ten (10) days before the day fixed for opening such bid, and shall state the work to be done, or material, supplies or equipment to be furnished, and the time and place for the filing and the opening of the sealed bids.
5. **Filing of Bids; Deposit Accompanying Bids, Preservation and Opening of Bids.** In all cases, the formal bids under the preceding section shall be sealed bids and directed to the Executive Director. A bid deposit may be required, the amount of which shall be fixed by the Executive Director but which shall not exceed five percent (5%) of the estimated cost of the work or material to be furnished, not less than the sum of twenty-five dollars (\$25.00). Such bid deposit shall be in the form of a cashier's check, a certified check, or at the discretion of the Executive Director, a bid bond. Checks shall be drawn upon a bank in good standing, payable to the order of the Contractor and shall be forfeited to the Village in the event the bidder shall neglect or refuse to enter into a

contract and bond when required, with approved sureties, to execute the work or furnish the material for the price mentioned in his/her bid and according to the plans and specifications in case the contract shall be awarded to him/her. Bids shall be opened at the hour and place mentioned in the notice.

6. **Contracts to be Executed in Writing.** All contracts, whether for work or materials, shall be executed in writing and in duplicate by the President of the Board of Directors or the Executive Director. One original so executed shall be kept and filed in the Contractor's office and the other shall be given to the contractor. All contracts and bonds so taken shall be in the name of, and run to, the Contractor.
7. **Contractors' Bonds.** Whenever any construction work, expected to be in excess of ten thousand dollars (\$10,000.00), is let by contract to any person or entity, the Contractor shall, in all cases, take a bond from such person or entity with good and sufficient sureties, licensed in the State of Illinois to be approved by the Board of Directors, in such amount as shall not only be adequate to insure the performance of the work in the time and manner required in such contract, but also to save and indemnify and keep harmless the Contractor against all liabilities, judgments, costs and expenses which may in any manner accrue against the Contractor in consequence of granting such contract or which may in any manner result from the carelessness or neglect of such person, or entity or its agents, employees or workers in any respect whatever.
8. **Bid Tabulation.** The Contractor shall prepare a spreadsheet for each separate contract over ten thousand dollars (\$10,000.00) for goods and services awarded by it. Each spreadsheet shall name and identify all entities submitting bids or proposals on specific contracts by name and address, describe the goods provided or the work performed, set forth the cost, fee or amount proposed by each such entity in response to the call for bids or request for proposals or quotes, the name and address of the entity who was awarded the contract, and the reasons therefore. The Contractor shall submit copies of all such spreadsheets to the Village on a quarterly basis as a part of the general quarterly reporting process required under this agreement.

### **C. Diversity Statement**

In 1997, the Village of Oak Park first adopted what is now known as the Village's "Diversity Statement." Every new Village Board elected since that time has readopted this Diversity Statement incorporating amendments over time which have added to the Statement's scope and strength.

Attached hereto as Exhibit A and made a part hereof is the Diversity Statement adopted by the President and Board of Trustees of the Village of Oak Park in 1997 and amended in 2007.

As a partner agency of the Village of Oak Park, the Contractor agrees to adhere to the Diversity Statement, attached hereto as Exhibit A with regard to diversity, or such equivalent

policy of the Contractor as is reviewed and approved by the Village in accordance with that section of the Agreement entitled "Adherence to Village Policies."

In carrying out its commitment to diversity as set forth in the Diversity Statement, the Contractor shall use its best efforts to affirmatively recruit qualified women and minority candidates to fill vacant positions within its Contractor and to use its best efforts to affirmatively recruit qualified minority owned business enterprises ("MBE") and women owned business enterprises ("WBE") to participate in the Contractor's process of contracting for goods and services. The Village shall upon request provide the Contractor with the names of known MBEs and WBEs and business referral agencies.

The Contractor shall annually submit to the Village an Equal Employment Opportunity ("E.E.O.") Report in the form attached as Exhibit B showing the breakdown of its employees by race, sex and job classification. In addition, the Contractor shall report the race, sex and job classifications for any new employee hired during the preceding year and indicate the general efforts which were made by the Contractor during the course of the previous year to recruit qualified women and minority candidates for such position(s).

The Contractor shall also provide a report to the Village, on an annual basis, which indicates the number of contracts and the dollar value of contracts for goods and services which it let during the preceding year and the number of contracts, the dollar value of contracts and the percentage of the total dollar value of contracts for goods and services which have been let to women and minority contractors.

This report shall also contain a section setting forth the general efforts made by the Contractor during the course of the previous year to affirmatively recruit women and minority businesses to participate in the contracting process.

The Contractor's E.E.O. employment and contracting reports for the entire preceding year shall be submitted as a part of the regular quarterly report submitted for the fourth quarter of the year.

#### **D. Drug Free Workplace.**

The Contractor agrees to adhere to the following policy related to a drug free workplace or such equivalent policy of the Contractor as has been reviewed and approved by the Village in accordance with Section 5 of the agreement, entitled "Adherence to Village Policies."

The content of the notice set forth below sets forth the policy of the Village with regard to the Village as a drug free workplace. The Contractor shall post the notice below or its own equivalent policy in a conspicuous location on the Contractor's premises where it will be visible to all employees, or provide a copy of the following notice or its own equivalent policy to each employee. Any such notice or policy posted or provided to employees shall name the

Contractor and the individual or position which fulfills the "Human Resources Director" position, where indicated.

### **DRUG-FREE WORKPLACE NOTICE**

All employees should be aware pursuant to Illinois and United States law that the (Name of Contractor) is a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance as defined in Illinois law at 720 ILCS 570/201 *et. seq.* and United States law, 41 U.S.C. §§ 701-707, is prohibited at the workplace and by any employee of (Name of Contractor). Any violation will subject the employee to dismissal from employment. As a condition of employment, an employee convicted of any drug related offense occurring at the workplace must notify the (Human Resources Director) within five (5) days of the conviction. Failure to so notify the (Human Resources Director) is grounds for dismissal from employment.

#### **E. Sexual Harassment Policy.**

The Contractor shall comply with the sexual harassment policy set forth below or with an equivalent policy that has been reviewed and approved by the Village in accordance with the Agreement.

### **SEXUAL HARASSMENT POLICY**

Sexual harassment is illegal and against the employment policy of the (Name of Contractor).

Any employee found by the (Name of Contractor) to have engaged in sexual harassment will be subject to appropriate disciplinary action, up to and including termination.

"Sexual harassment" means any unwelcome sexual advances or requests for sexual favors or any verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of sexual harassment may include, but are not limited to:

- **Verbal:** Sexual innuendo, suggestive comments, insults, threats, jokes about gender specific traits, or sexual propositions;
- **Non-Verbal:** Making suggestive or insulting noises, gestures, leering, whistling or obscene gestures; and

- Physical: Touching, pinching, brushing the body, coercing sexual intercourse or assault.

An employee who believes he or she has been the subject of sexual harassment shall report the alleged conduct immediately to the Contractor's Human Resources Director, Executive Director or such other employee, other than the alleged harasser, as may be designated by the Contractor. The information will then be forwarded to the CEO/Manager/Executive Director. A confidential investigation of any complaint will be undertaken by the Human Resources Director or such other officer or employee designated by the Executive Director.

Retaliation or discrimination against an employee who makes a sexual harassment complaint is strictly prohibited. Any employee found by the (Name of Contractor) to have retaliated or discriminated against an employee for a sexual harassment complaint will be subject to appropriate disciplinary action up to and including termination.

The (Name of Contractor) recognizes that the issue of whether sexual harassment has occurred requires a factual determination based on all the evidence received. The (Name of Contractor) also recognizes that false accusations of sexual harassment can have serious effects on innocent men and women. All employees will continue to act in a responsible and professional manner to establish a working environment free of sexual harassment.

#### **F. Domestic Partnership Program.**

The Contractor agrees to adhere to the Domestic Partnership Program attached hereto as Exhibit C and made a part hereof as a program for the benefit of employees of the Contractor or to such equivalent Contractor policy as has been reviewed and approved by the Village in accordance with that section of the Agreement entitled "Adherence to Village Policies."

The Village will assist the Contractor with the implementation of the Program at the Contractor's request.

The Village agrees to save and hold harmless, protect and defend the Contractor, its employees, Board Members and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Contractor or its agents in approving or carrying out or fulfilling the terms of the Domestic Partnership Program required herein and to pay all costs, including attorneys' fees, of any involvement in any litigation or administrative proceedings or other legal actions based thereon. Said obligations of the Village shall survive any termination of the Agreement between the Contractor and the Village.

**G. Compliance with Employment Laws.**

The Contractor shall perform the services set forth in the Agreement in compliance with all applicable federal and state employment laws, including but not limited to all laws prohibiting discrimination in employment.

**H. Compliance with HUD Guidelines.**

In the event that the Contractor is a recipient of Community Development Block Grant (CDBG) funds under the terms of the Agreement, the Contractor shall comply with all U.S. Department of Housing and Urban Development (HUD) rules, regulations, and guidelines adopted in relation to the administration of such CDBG funds.





## **EXHIBIT A**

### **Diversity Statement**

The people of Oak Park choose this community, not just as a place to live, but as a way of life. Oak Park has committed itself to equality not only because it is legal, but because it is right; not only because equality is ethical, but because it is desirable for us and our children. Ours is a dynamic community that encourages the contributions of all citizens, regardless of race, color, ethnicity, ancestry, national origin, religion, age, sex, sexual orientation, gender identity or expression, marital and/or familial status, mental and/or physical impairment and/or disability, military status, economic class, political affiliation, or any of the other distinguishing characteristics that all too often divide people in society.

Oak Park's proud tradition of citizen involvement and accessible local government challenge us to show others how such a community can embrace change while still respecting and preserving the best of the past. Creating a mutually respectful, multicultural environment does not happen on its own; it must be intentional. Our goal is for people of widely differing backgrounds to do more than live next to one another. Through interaction, we believe we can reconcile the apparent paradox of appreciating and even celebrating our differences while at the same time developing consensus on a shared vision for the future. Oak Park recognizes that a free, open, and inclusive community is achieved through full and broad participation of all its citizenry. We believe the best decisions are made when everyone is represented in decision-making and power is shared collectively.

Oak Park is uniquely equipped to accomplish these objectives, because we affirm all people as members of the human family. We reject the notion of race as a barrier dividing us and we reject prejudicial behavior towards any group of people.

We believe residence in this Village should be open to anyone interested in sharing our benefits and responsibilities.

To achieve our goals, the Village of Oak Park must continue to support the Board's fair housing philosophy that has allowed us to live side-by-side and actively seek to foster unity in our community. We believe that mutual understanding among individuals of diverse backgrounds can be attained with an attitude of reciprocal good will and increased association.

The Village of Oak Park commits itself to a future ensuring equal access, full participation in all of the Village's institutions and programs, and equality of opportunity in all Village operating policies. The success of this endeavor prepares us to live and work in the twenty-first association.

It is our intention that such principles will be a basis for policy and decision making in Oak Park. The President and Board of Trustees of the Village of Oak Park reaffirm their dedication and commitment to these precepts.

Revised 11.19.07

# EXHIBIT B VILLAGE OF OAK PARK EEO REPORT

Vendor Name \_\_\_\_\_

Total Employees \_\_\_\_\_

Job Categories	Total Employees	Total Males	Total Females	Male				Female				Total
				Black	Hispanic	Amer. Indian & Alaskan Na	Asian & Pacific Islande	Black	Hispanic	Amer. Indian & Alaskan Na	Asian and Pacific Islande	
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Semi-Skilled												
Laborers												
Service Workers												
Total												
Management Trainees												
Apprentices												

This completed and notarized report must accompany your bid. It should be attached to your Affidavit of Compliance. Failure to include it with your bid will disqualify you from consideration.

\_\_\_\_\_, being first duly sworn, deposes and says that he/se is the \_\_\_\_\_ of  
(Name of Person Making Affidavit) Title or Officer

**EXHIBIT C**  
**DOMESTIC PARTNERSHIPS**  
**FOR EMPLOYEES OF THE VILLAGE OF OAK PARK**

A. **DEFINITIONS.** When used in the Ordinance, the following terms have the following meanings:

**AFFIDAVIT OF DOMESTIC PARTNERSHIP:** A form, provided by the Director of Human Resources, in which two people agree to be jointly responsible for the necessities of life incurred during the domestic partnership and state under oath that all qualifications for domestic partnership as set forth in this Article are met when the Affidavit is signed.

The form shall set forth all the requirements for a domestic partnership as defined herein. The form shall indicate that the fraudulent misrepresentation of information set forth therein by the Village employee executing same shall be considered cause for the termination of the employee's employment with the Village. The affidavit shall further state that the persons executing such affidavit may be held civilly liable for the misstatement of any information set forth therein and that such affidavit may further be construed by a court of law as creating enforceable, legal obligations between the persons executing the affidavit.

**DEPENDENT:** One who lives with a domestic partner and is a biological, adopted or step child of a domestic partner, a dependent of a domestic partner as defined by Internal Revenue Service regulations, or a ward of a domestic partner as determined under the laws of guardianship or agency.

**DOMESTIC PARTNER:** Each adult in a domestic partnership.

**DOMESTIC PARTNERSHIP:** Two unrelated adults of the same sex, one of whom is an employee of the Village of Oak Park who is otherwise eligible for employee benefits, who have chosen to share one another's lives in an intimate and committed relationship of mutual caring, who also:

1. share the same primary, regular and permanent residence and have lived together for the previous six (6) months;
2. agree to be jointly obligated and responsible for the necessities of life for each other;
3. are not married to anyone;
4. are each eighteen (18) years of age or older;
5. are competent to enter into a contract;
6. are and have been each other's sole domestic partner for at least six (6) months prior to execution of the Affidavit of Domestic Partnership required under this Article;
7. agree to file a Termination of Domestic Partnership within 30 days if any of the above facts change;

8. have filed the required notice of Termination of any prior domestic partnership acknowledged under the provision of this Article in the manner required herein and no less than six (6) months prior to the execution of the current Affidavit of Domestic Partnership; and
9. execute an Affidavit of Domestic Partnership, indicating compliance of the persons executing such affidavit with all the requirements for a domestic partnership set forth in this Article.

**LIVE TOGETHER:** Two people claiming domestic partnership status share the same primary, regular and permanent residence. It is not necessary that both domestic partners have the legal right to possess the residence. Domestic partners do not cease to live together if one leaves the shared residence for a period not to exceed one (1) year, but intends to return.

**NECESSITIES OF LIFE:** Basic food, shelter, clothing, medical care and the costs associated therewith. The domestic partners need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible and obligated for the cost.

**TERMINATION OF DOMESTIC PARTNERSHIP:** Any change in the domestic partnership which causes the partnership not to satisfy any one of the requirements for a domestic partnership, set forth herein.

**B. AFFIDAVIT OF DOMESTIC PARTNERSHIP; EXECUTION AND ACCOMPANYING DOCUMENTATION.** An Affidavit of Domestic Partnership must be signed, under oath, by both parties seeking recognition by the Village as a domestic partnership. The Director of Human Resources shall, within thirty (30) days of the effective date of this ordinance, make such forms available.

The signatures of both persons must be witnessed and notarized. The affiants will also be required to indicate that they have thoroughly read the affidavit and that they understand the content thereof at the time of execution. The Director of Human Resources, or the Director's designee, shall receive executed affidavits of domestic partnership and may require reasonable documentation verifying the truth and accuracy of any statements contained in the affidavit, including verification of the primary, regular and permanent residence address of the persons seeking recognition as a domestic partnership.

Once the affidavit has been properly executed by both individuals seeking recognition as a domestic partnership by the Village and presented to the Director of Human Resources, or the Director's designee, along with all supporting documentation requested by the Director, or the Director's designee, and the Director is satisfied that the individuals seeking recognition as a domestic partnership have satisfied the requirements for same, the Director, or the Director's designee, shall provide those individuals with a letter under the Director's signature, recognizing the domestic partnership, identifying the parties to same and identifying the benefits to which the domestic partners are then entitled. The letter shall further indicate that the domestic partners must comply with the provisions of Section Four herein and notify the Director, or the Director's designee, of the termination of the domestic partnership within thirty (30) days of the termination and the possible consequences for the failure to do so.

C. **EMPLOYMENT BENEFITS.** The Village of Oak Park shall provide the same family sick leave, funeral leave benefits and H.M.O. health and dental benefits available to any Village employee, and the spouse and dependents of any Village employee, to any Village employee and any other person with whom the employee has formed a domestic partnership and the dependents of such domestic partnership as defined herein. The Village shall, however, not extend health insurance benefits to a domestic partner, or the domestic partner's dependents, if the domestic partner who is not a Village employee is otherwise eligible for health insurance benefits through his or her employer.

D. **TERMINATION OF DOMESTIC PARTNERSHIP: NOTICE REQUIRED.** Any employee of the Village who is receiving employment benefits as a member of a domestic partnership and whose domestic partnership terminates as defined herein, shall notify the Director of Human Resources of the termination of the employee's domestic partnership within thirty (30) days of such termination.

E. **FRAUDULENT MISREPRESENTATION: REIMBURSEMENT TO VILLAGE AND CAUSE FOR TERMINATION.** Any employee who fraudulently misrepresents information in the Affidavit of Domestic Partnership executed by such employee, or fails to inform the Village of the termination of his or her domestic partnership, shall reimburse the Village for any expenditures made by the Village in reliance on such misrepresentations or for expenditures made due to the employee's failure to notify the Village of the termination of a domestic partnership. Such fraudulent misrepresentations shall also constitute cause for the termination of the employee's employment with the Village.

**EXHIBIT 4**

**MORTGAGE**

## MORTGAGE

P.I.N.: 16-18-135-021-0000

THIS MORTGAGE is made this day of , 2018 between TCB Oak Park LLC, herein referred to as "Mortgagor," in favor of the Village of Oak Park, an Illinois municipal corporation, herein referred to as "Mortgagee."

Mortgagor is justly indebted to the Village of Oak Park, the legal holder of a principal promissory note, termed " Note," executed by Mortgagor on the same date as this Mortgage, and made payable to the Village of Oak Park and delivered, by which Note Mortgagor promises to pay the principal sum of \$500,000.00 and interest from \_\_\_\_\_ on the balance of principal remaining from time to time unpaid at the rate of Twelve Percent (12%) per annum, or the highest amount allowed by law, whichever is less, except as herein provided as follows:

1. There shall be no payment of either principal or interest during the term of the Funding Grant Agreement (the "Funding Agreement") as Exhibit A of Resolution 18-1008 approved by the President and Board of Trustees of the Village of Oak Park. If the Mortgagor as described in the Funding Agreement, successfully complete the full fifteen (15) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without any payment of principal or interest.
2. In the event that the Mortgagor sells, conveys or transfers his interest in the Premises during the fifteen (15) year term of the Funding Agreement, other than a Permitted Transfer as defined in the Funding Agreement, or without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest.
3. If the Village gives the Mortgagor written notice of default in the performance of any term or condition contained in the Funding Agreement or Mortgage, and Mortgagor fails to cure the default within thirty (30) days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest. However, if the nature of the default is that it cannot reasonably be expected to be cured in thirty (30) days, then the cure period is extended as long as Mortgagor has commenced the cure (or caused the cure to be commenced) within the initial thirty (30) day cure period, and diligently pursues the cure (or causes the cure to be



diligently pursued). Any lender or investor of the Project Entity (as defined in the Funding Agreement) will have the same right to cure any default of Mortgagor on the same terms as Mortgagor.

If the Village receives notice of default and delays electing to accelerate the payment of principal or interest, no such delay shall be deemed to constitute a waiver of its rights under this Mortgage. All parties severally waive presentment for payment, notice of dishonor, protest and notice of protest.

All payments of principal and interest are to be made payable to the Village of Oak Park and delivered to the Finance Director, 123 Madison St., Oak Park, IL.

To secure the payment of the principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned Note and of this Mortgage, and the Mortgagor's performance of the covenants and agreements referred to herein, Mortgagor CONVEY AND WARRANT unto the Mortgagee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein in the Village of Oak Park, Cook County, Illinois, to wit:

LOTS 1 AND 2 IN BLOCK 4 IN OAK PARK AVENUE SUBDIVISION, BEING A SUBDIVISION OF LOTS 2 AND 3 AND THAT PART OF LOT 1, LYING WEST OF OAK PARK AVENUE, IN THE PARTITION BY THE CIRCUIT COURT OF COOK COUNTY, OF THE EAST HALF OF LOT 2 IN THE SUBDIVISION OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST HALF OF THE SOUTHWEST QUARTER), IN COOK COUNTY, ILLINOIS.

which, with the property hereinafter described, is referred to herein as the "premises":

Property Identification Number: 16-18-135-021-0000

Address(es) of Real Estate: 809 South Oak Park Avenue, Oak Park, Illinois 60302

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits for so long and during all such times as Mortgagor may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, beds in a door, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not. The parties agree that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagor or their successors or assigns shall also be part of the mortgaged premises;

TO HAVE AND TO HOLD forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights and benefits Mortgagor do hereby expressly release and waive.

1. Mortgagor shall: (1) keep the premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep the premises free from mechanic's liens (other than liens which are bonded or insured over) or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof, except for Permitted Liens (defined below); (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in the premises except as required by law or municipal ordinance or as previously consented to in writing by the Mortgagee.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges against the premises when due, and shall, upon written request, furnish to Mortgagee the original or duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment, which Mortgagor may desire to contest.

3. Mortgagor shall keep and maintain an all risk property insurance policy providing for payment of the cost to replace or repair any property damage or to pay in full the principal and interest on the Note, which insurance shall be issued by companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of the Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Mortgagee of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the principal note or in this Mortgage to the contrary, become due and payable in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

5. When the indebtedness hereby secured shall become due, whether by the terms of the note or by acceleration or otherwise, the holder of the Note or the Mortgagee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the court order for sale all expenditures and expenses allowed by law, which may be paid or incurred by or on behalf of Mortgagee or holders of the note including but not limited to attorney's fees, court costs, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended

after entry of the court order) of procuring all such abstracts of title, title searches and examinations, and guarantee policies which may be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such court order the true condition of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of twelve per cent per annum, or the maximum amount allowed by law, whichever is less, when paid or incurred by Mortgagee or holders of the note in connection with: (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reasons of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

6. The proceeds of any foreclosure sale of the premises shall be distributed in accordance the Illinois Mortgage Foreclosure Law.

7. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the Court in which such complaint is filed may appoint a receiver of the premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver by appointment of Mortgagee in possession. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

8. No action for the enforcement of the lien of this Mortgage or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

9. Mortgagee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

10. Mortgagee has no duty to examine the title, location, existence, or conditions of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder,

except in case of his own gross negligence or misconduct or that of the agents or employees of Mortgagee, and he may require indemnities satisfactory to him before exercising any power herein given.

11. Mortgagee shall release this Mortgage and the lien created thereby by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid, or if Mortgagor has complied with its obligations under the Funding Agreement; and Mortgagee may execute and deliver a release to and at the request of any person who shall either before or after maturity, produce and exhibit to Mortgagee the principal Note, representing that all indebtedness secured by this Mortgage has been paid (or conditions under the Funding Agreement fulfilled), which representation Mortgagee may accept as true without inquiry. Where a release is requested of the Mortgagee and the Mortgagee has never executed a certificate on any document identifying it as the principal note, the Mortgagee may accept as the original Note any note which is presented and which conforms in substance with the description of the Note in this Mortgage and which appears to be executed by the Makers.

12. This Mortgage and all provisions hereof, shall extend to and be binding upon the Mortgagor and all persons claiming under or through Mortgagor, including any transferee of the Premises from the Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Mortgage.

13. The Mortgagor on its behalf and on behalf of each and every person acquiring any interest in or title to the premises subsequent to the date of this Mortgage shall keep the premises fully repaired and in strict compliance with Village of Oak Park zoning ordinances, building code ordinances, and Code of the Village of Oak Park including provisions relating to housing, health, and fair housing.

14. The rights of the Village under this Mortgage will be subject and subordinate to the rights of (i) lenders to the Project Entity that provide funding to the Project (as such terms are defined in the Funding Agreement), and (ii) rights of lenders to the Project or governmental agencies under regulatory agreements that are required to be signed by the Project Entity in connection with the financing and operation of the Project; any mortgages, regulatory agreements, financing statements or similar agreements or instruments required by such lenders or governmental agencies to be signed and recorded against the premises by the Project Entity (collectively, the "Permitted Liens"), even if executed and recorded after this Mortgage, are senior in right, title and interest to this Mortgage.

The name of the record owner is: TCB Oak Park LLC

[signature on following page]

Witness the hands and seals of Mortgagor the day and year first above written.

TCB Oak Park LLC, an Illinois limited liability company

\_\_\_\_\_  
Signature of Mortgagor

\_\_\_\_\_  
Printed Name of Mortgagor

State of Illinois )

County of Cook        )

I, the undersigned, a Notary Public in and for Cook County, Illinois certify that and \_\_\_\_\_  
personally known to me to be the same person(s) whose name appears above, appeared  
before me this day in person, and freely and voluntarily subscribed to the foregoing instrument, for the  
uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT 5**

**NOTE**

# NOTE

Oak Park, Illinois DATE

FOR VALUE RECEIVED, TCB Oak Park LLC hereinafter referred to as "Owner," promises to pay to the Village of Oak Park, the principal sum of Five Hundred Thousand and No/100 Dollars and no interest except as herein provided as follows: The principal and interest shall be payable in full upon the earliest of the following occurrences or date:

1. There shall be no payment of either principal or interest during the term of the Funding Grant Agreement, attached hereto and incorporated herein by reference (the "Agreement"), approved pursuant to Resolution 18-1008 by the President and Board of Trustees of the Village of Oak Park. If the Owner successfully completes the full fifteen (15) year term of the Funding Grant Agreement, the Village shall discharge the indebtedness created herein and shall cancel the Note and release any security interest it may have without payment of principal or interest.
2. In the event that the Owner sells, conveys or transfers its interest in the Premises described in the Funding Grant Agreement during the fifteen (15) year term of the Agreement, other than a Permitted Transfer as defined in the Agreement, or without the written approval of the President and Board of Trustees of the Village of Oak Park permitting assignment of the rights, duties, obligations and interests under that Agreement to the new owners, the Village, at its option, may demand repayment of the principal and interest at twelve percent per annum.
3. If the Village gives the Owner written notice of default in the performance of any term or condition contained in the Agreement or Mortgage, and Owner fails to cure the default within thirty (30) days of the date of the notice, the Village may elect at any time, to demand repayment of the principal and interest. However, if the nature of the default is that it cannot reasonably be expected to be cured in thirty (30) days, then the cure period is extended as long as Owner has commenced the cure (or caused the cure to be commenced) within the initial thirty (30) day cure period, and diligently pursues the cure (or causes the cure to be diligently pursued). Owner may provide the Village with additional addressees to be copied on any notice of default. Any lender or investor to the Project Entity (as defined in the Agreement) shall have the right to cure any default hereunder on the same terms as the Owner.

All parties severally waive presentment for payment, notice of dishonor, protest and notice of protest.

Payments are to be made at the office of the Finance Director, 123 Madison Street, Oak Park, Illinois 60302.

Without the prior written consent of the Village of Oak Park, the Owner shall not convey or encumber title to the premises securing the payment hereof, other than Permitted Transfers (as defined in the Agreement) or Permitted Liens (as defined in the Mortgage).

IMPORTANT – Preserve this note after payment to obtain release of Mortgage

The Village may elect to accelerate the entire unpaid principal balance as stated above. No delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance, encumbrance or default. The remedies of the Village are limited to the extent set forth in the Agreement.

A violation of the Mortgage supporting this Note shall be prima facie evidence of a default in the performance of the Mortgage to keep the premises fully repaired and in compliance with the Zoning Ordinance of the Village of Oak Park, the Village's Building Code, and the Code of the Village of Oak Park, including without limitation the provisions relating to housing, health, and fair housing.

The payment of this Note is secured by a Mortgage, bearing the same date as this Note, on the following legally described real estate in the County of Cook, Illinois ("the Premises"):

Property Identification Number(s): 16-18-135-021-0000

Address(es) of Real Estate: 809 South Oak Park Ave., Oak Park, Illinois 60302

TCB Oak Park LLC, an Illinois limited liability company

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

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

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

IMPORTANT – Preserve this note after payment to obtain release of Mortgage