

Senate Democrat FY 01 Member Project Authorization Form

Please complete for each project

Sponsorship Information

Legislative Sponsor(s): Obama District #: 13
Appropriation Amount: \$100,000
Bill # HB 4437 Article #: 75 Section #: 1264

Recipient Information

Name of Grantee: Chicago Better Housing Association
Grantee's Address: 6701 S. Emerald
Chicago Illinois 60621 Cook
Zip Code County
Contact Person for Grantee: Kenny Smith
Title of Contact Person: President
Contact Person's Phone #: 773/723-6158 Fax #: 773/723-8351
(If Available)

Legislative Intent

Purpose of Grant (brief description)
Funds from this grant will be used to support the Englewood Botanical Garden/Education Project.

Authorization

Caucus Authorization

[Signature] Chief of Staff September 19, 2000
Name Title Date



George H. Ryan
Governor

Pam McDonough
Director

TO: Kenny Smith
Chicago Better Housing Association

FROM: Stacey Rieger, Illinois FIRST Grant Management Unit

DATE: September 25, 2000

RE: Grant Appropriation

Project No.: SD0344
Appropriation Section No.: 1264
Amount: \$100,000
Purpose: support the Englewood Botanical Garden/Education Project**
Legislative Sponsor: Obama

Please be advised that the Department of Commerce and Community Affairs has been given the responsibility of administering the above mentioned grant. In order for us to begin the process, you are being asked to complete the enclosed survey form. The information supplied on this form will allow us to develop a formal Grant Agreement (legal document).

Once the Grant Agreement process is completed and all documents are in order, we will begin the payment process. **Be aware that there is no set timeline for grant recipients to receive their funds; however, processing time is largely determined by the accuracy of the information contained in the survey response.** Also, please be aware that if the Grantee has failed to comply with the requirements of any prior grant issued to it by the State, the Department may require that the Grantee cure such deficiencies before the current grant request may be finalized.

Please note that the first page of the survey provides some important points to keep in mind while filling out the survey. If you have questions, feel free to contact me at 217-785-6154.

Completed surveys may be mailed to: DCCA
Stacey Rieger
620 East Adams
Springfield, Illinois 62701
Fax: 217/557-9883

Internet Address <http://www.commerce.state.il.us>

620 East Adams Street
Springfield, Illinois 62701

James R. Thompson Center
100 West Randolph Street, Suite 3-400
Chicago, Illinois 60601

325 West Adams Street, 3rd Floor
Springfield, Illinois 62704-1892

2309 West Main
Manon, Illinois 62959

217/782-7500
Fax 217/785-6454 • TDD 800/785-6055

312/814-7179
Fax 312/814-6732 • TDD 800/419-0667

217/785-2800
Fax 217/785-2618 • TDD 217/785-0211

618/997-4394
Fax 618/997-1825 • TDD Relay: 800/526-0844



Illinois FIRST

RECEIVED

Member Initiative Grant Survey OCT 26 2000

Illinois First Grant Unit

1) GRANTEE/PROJECT INFORMATION

Project No: SD 0344
(Provided on survey cover memo.)

Legal Name of Grantee: CHICAGO BETTER HOUSING ASSOCIATION

Name of Chief Executive: KENNY B. SMITH Title: PRESIDENT/CEO

Address: 4701 S. Emerald

City: CHICAGO State: ILL ZIP + 4: 60621-2509
(Mandatory)

County: COOK Business Phone: (312) 307-5936

Fax: () - - E-mail address: _____

Name of Project Contact/Administrator of Grant (if other than chief executive officer):

NA

(Enter name of the project contact person if someone other than Grantee's chief executive officer.)

Title: _____ Contact's Phone: () - -

Fax: () - - E-mail address: _____

TYPE OF ORGANIZATION (Check only one):

- Individual
- Owner of Sole Proprietorship
- Partnership
- Tax-exempt hospital or extended care facility
- Corporation providing or billing medical and/or health care services
- Corporation NOT providing or billing medical and/or health care services
- Not-for-profit Corporation
- Medical & Health Care Provider Corporation (If not-for-profit, please include a separate list of all board members.)
- Governmental Entity
- Nonresident alien
- Estate or legal trust
- Foreign corporation, partnership or trust
- Other - not-for-profit organization: _____
- Other: _____

For entities other than governmental entities, indicate the year that the organization was legally established: _____

Attach documentation of Good Standing Status. (Non-governmental Grantees only. Available from the Illinois Secretary of State's Office, Department of Business Services - 217/782-7880 or 217/782-6961.)

FEIN: [REDACTED] (9 digit federal taxpayer identification number)

Owner of FEIN: Chicago Better Housing Assoc

(NOTE: You must provide the FEIN number of the entity that will directly receive the grant funds from DCCA. Do not use the FEIN number of any Subgrantee or affiliate of the Grantee.)



Illinois FIRST

Member Initiative Grant Survey

- 2) Please use the space below to provide a *detailed narrative* description of the Project, which will be funded by the grant (e.g., construction/renovation activities; equipment/land acquisition; development/delivery of programs and services [including administrative activities]; or other activities). This information will be included in the Grant Agreement as the Scope of Work.

SCOPE OF WORK

PLEASE SEE ATTACHED.

PAGE 6



Illinois FIRST

Member Initiative Grant Survey

If this grant will be funding a social service program (i.e., after school programs through a Boys & Girls Club, job training, etc.), please continue with questions 3 & 4. If not, please skip to question 5.

- 3) Describe any eligibility criteria for participation in your program (i.e., income level, age, employment status, etc.):

NA

- 4) Provide a detailed description of: a) your program's goals; and b) services provided to eligible clients. If there are different levels of eligibility (such as ranges of client income), please describe the services provided to each level if they are not identical.

a)

NA

b)

If your program is viewed to be consistent with the goals of the Federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), further information may be requested.

- 5) What is the public purpose? Why is this project necessary? What is the expected benefit of this project: (e.g., city will no longer be on IEPA restricted status list; unemployed persons will receive job training, etc.)?

PLEASE SEE ATTACHED.
PAGE 6

- 6) Estimated Number of Persons to be Served/Benefited from Project: 100 FAMILIES LIVING IN IMMEDIATE AREA.



Illinois FIRST

Member Initiative Grant Survey

7) Attach copies of any public hearings, board meeting minutes, newspaper articles, or other documents that would evidence local support for this project (if available).

8) Do you anticipate any opposition to this project? Yes No If yes, please describe:

9) Timetable for Completion: Start Date: 10 / 1 / 2000 Completion Date: 10 / 1 / 2003
(NOTE: Project should not begin prior to July 1, 2000 and must be completed no later than June 30, 2002.)

a) Describe any actions/approvals that must be completed prior to the start of this project, with corresponding time frames for completion: APPROVALS IN PLACE

b) Provide an estimated monthly expenditure of grant funds once the project starts (NOTE: (ONSTRUCTION PROJECTS ONLY):

Month 1: \$	<u>DEMOLITION</u> <u>34,722.50</u>	Month 13: \$	_____
Month 2:	↓	Month 14:	_____
Month 3:	<u>SITE WORK UTILITIES</u> <u>65,277.50</u>	Month 15:	_____
Month 4:	↓	Month 16:	_____
Month 5:	_____	Month 17:	_____
Month 6:	_____	Month 18:	_____
Month 7:	_____	Month 19:	_____
Month 8:	_____	Month 20:	_____
Month 9:	_____	Month 21:	_____
Month 10:	_____	Month 22:	_____
Month 11:	_____	Month 23:	_____
Month 12:	_____	Month 24:	_____

(NOTE: Include only grant funds in this estimated monthly cash flow, not any match funds from other sources.)



Illinois FIRST

Member Initiative Grant Survey

10) When completed, this information will be incorporated into the Grant Agreement as the Project Budget. Activities listed in this budget should be consistent with activities described in the Scope of Work. (See sample budgets on next two pages.)

BUDGET

ACTIVITY LINE ITEM **	GRANT AMOUNT *	OTHER PROJECT FUNDS (if applicable)
1. CLEARING AND GRUBBING REMOVE EXISTING ASPHALT PAVING	4,500.00	
2. REMOVE EXISTING CONCRETE PAVING	14,782.50	
3. MISCELLANEOUS REMOVAL OF UNDERGROUND DEBRIS	11,280.00	
4. INSTALL CATCH BASIN	2,000.00	
5. TRENCH AND INSTALL SEWER PIPE	20,000.00	
6. TRENCH AND INSTALL 4" PERFORATED DRAIN TILE AND GRAVEL	18,600.00	
7. STREET CONNECTION PROVIDE & INSTALL NEW TOPSOIL	7,500.00	
8. CHICAGO PARK DIST. & OTHER CITY DEPT.'S	1,337.50	\$33,662.50
9. (PLEASE SEE ATTACHED) OVERALL BUDGET	-0-	1,000,717.26
10.		
11.		
12.		
13.		
14.		
15.		
TOTALS	100,000	\$1,034,379.76

* Grant amount column must total the grant amount to be received from DCCA.

** For all personnel being paid in-full or in-part with Illinois FIRST Grant Funds, a complete job description must be included.



Illinois FIRST

Member Initiative Grant Survey

11) Other Funding: Are other funds necessary to complete this project? Yes No

If yes, indicate the amount, source and status of those funds below (This should total "Other Project Funds" column on page 6.):

● Amount of Federal Matching Funds: \$ 33,662.50 Status: Approved Pending

(Name of Federal Funding Agency: U.S. DEPT. OF AGRICULTURE)

● Amount of Local Matching Funds: \$ 1,000,717.26 Status: Approved Pending

(Source of Local Match: CHICAGO PARK DIST. + OTHER CITY
DEPT. AS NEEDED.)

● Amount of other State Funds: \$ _____ Status: Approved Pending

(Name of Other State Funding Agency: NA)

● List other Illinois FIRST grants this Grantee is receiving this Fiscal Year (FY '01):

NA

● List any other grants this Grantee received from DCCA within the last three years (Provide DCCA Grant Number):

NONE

This survey was completed by:

KENNY SMITH
Printed Name

Kenny Smith
Signature

10/20/00
Date



George H. Ryan
Governor

Pam McDonough
Director

November 20, 2000

Ms. Anne Haaker
Illinois Historic Preservation Agency
Regulatory Programs
500 East Madison
Springfield, Illinois 62701-1028

RE: FY01 Add-On for the Chicago Better Housing Association Project #SD0344
1264
\$100,000
Englewood Botanical Garden/Education project
Obama

Dear Anne:

Enclosed is information we received from the Chicago Better Housing Association in response to our request to complete a general and IHPA survey. I am sending it to you for your review. Please let me know if you require additional information from the grantee, whether further review is required, or whether you have no continuing interest in the project.

Thank you for your assistance.

Sincerely,

Cathy Hauger
Office of the General Counsel

cc: Stacey Rieger

Internet Address <http://www.commerce.state.il.us>

620 East Adams Street
Springfield, Illinois 62701

James R. Thompson Center
100 West Randolph Street, Suite 3-400
Chicago, Illinois 60601

325 West Adams Street, 3rd Floor
Springfield, Illinois 62704-1892

2309 West Main, Suite 118
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217/785-2800
Fax: 217/785-2618 ■ TDD: 217/785-0211

618/997-4394
Fax: 618/997-1825 ■ TDD Relay 800/526-0844



Illinois Department of Commerce and Community Affairs

George H. Ryan
Governor

Pam McDonough
Director

November 20, 2000

Dr. Deanna Glosser
Illinois Department of Natural Resources
Division of Natural Resource Review
and Coordination
320 West Washington
Springfield, IL 62701-1787

RE: FY01 Add-On for the Chicago Better Housing Association Project #SD0344
1264
\$100,000
Englewood Botanical Garden/Education project
Obama

Dear Dr. Glosser:

Enclosed is information we received from the Chicago Better Housing Association in response to our request to complete a general and DNR survey. I am sending it to you for your review. Please let me know if you require additional information from the grantee, whether further review is required, or whether you have no continuing interest in the project.

Thank you for your assistance.

Sincerely,

Cathy Hauger
Office of the General Counsel

cc: Stacey Rieger

Internet Address <http://www.commerce.state.il.us>

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Springfield, Illinois 62701

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Chicago, Illinois 60601

325 West Adams Street, 3rd Floor
Springfield, Illinois 62704-1892

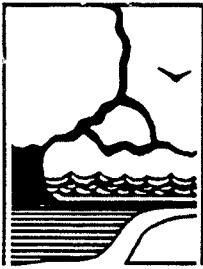
2309 West Main, Suite 118
Marion, Illinois 62959

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ILLINOIS
DEPARTMENT OF
NATURAL
RESOURCES

MEMORANDUM

To: Cathy Hauger

From: Michael Branham *MB*

Date: December 8, 2000

Re: Illinois First Grant
Chicago Better Housing Association - Englewood Botanical Garden / Education Project
#SD0344 (Projcode: 0008552)
Cook County

The above project does not involve a land disturbing activity and is therefore exempt from the requirements of Illinois' Endangered Species Protection Act, Natural Areas Preservation Act, and the Interagency Wetlands Policy Act, which IDNR is responsible for implementing. No further review or coordination is required.

Please be advised that if the scope of work changes to include any land disturbing activity, it will be necessary to resubmit this project for review in order to be in compliance with the above statutes.



**Illinois Historic
Preservation Agency**

1 Old State Capitol Plaza • Springfield, Illinois 62701-1507 • (217) 782-4836 • TTY (217) 524-7128

Cook County
Chicago
South/East Corner of 61st Street & Princeton Ave.
FY01 Add-On for the Chicago Better Housing Association-Englewood Botanical Garden-SD#0344

Please refer to: IHPA LOG #0011270048PCK

December 15, 2000

Cathy Hauger
IL Department of Commerce and Community Affairs
620 East Adams
Springfield, IL 62701

Dear Ms. Hauger:

The Illinois Historic Preservation Agency is required by the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420, as amended, 17 IAC 4180) to review all state funded, permitted or licensed undertakings for their effect on cultural resources. Pursuant to this, we have received information regarding the referenced project for our comment.

Our staff has reviewed the specifications under the state law and assessed the impact of the project as submitted by your office. We have determined, based on the available information, that no significant historic, architectural or archaeological resources are located within the proposed project area.

According to the information you have provided concerning your proposed project, apparently there is no federal involvement in your project. However, please note that the state law is less restrictive than the federal cultural resource laws concerning archaeology. If your project will use federal loans or grants, need federal agency permits, use federal property, or involve assistance from a federal agency, then your project must be reviewed under the National Historic Preservation Act of 1966, as amended. Please notify us immediately if such is the case.

This clearance remains in effect for one (1) year from date of issuance. It does not pertain to any discovery during construction, nor is it a clearance for purposes of the IL Human Skeletal Remains Protection Act (20 ILCS 3440).

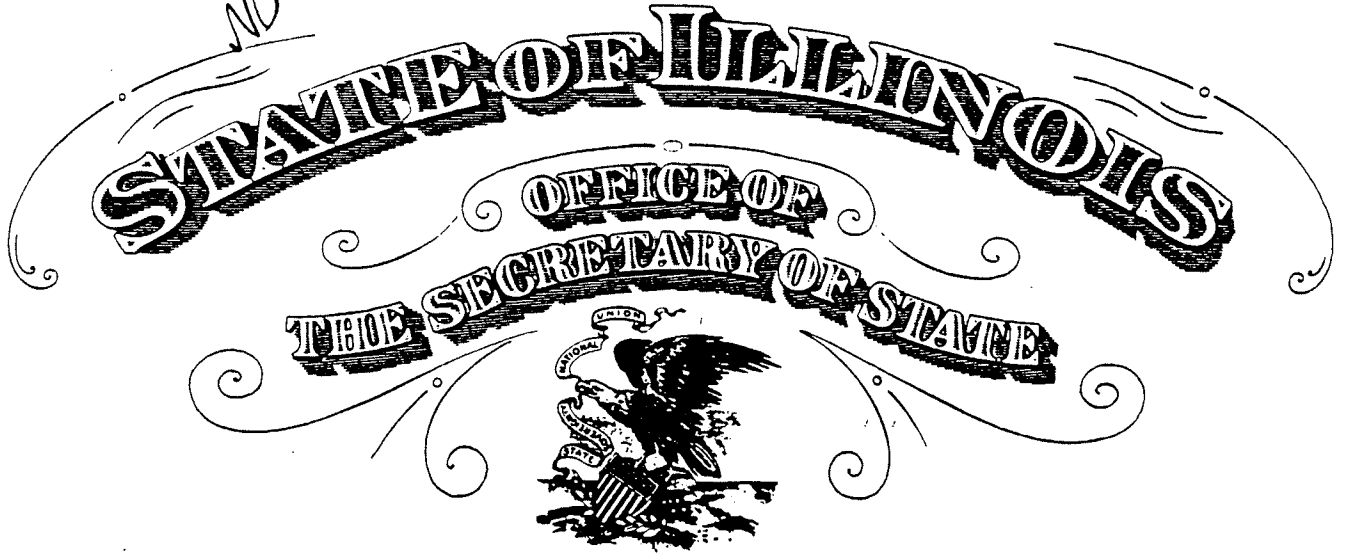
Please retain this letter in your files as evidence of compliance with the Illinois State Agency Historic Resources Preservation Act.

Sincerely,

Anne E. Haaker
Deputy State Historic
Preservation Officer

AEH:JSP:jw

500344
NB



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do

hereby certify that CHICAGO BETTER HOUSING ASSOCIATION, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE JULY 21, 1994, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A DOMESTIC CORPORATION IN GOOD STANDING IN THE STATE OF ILLINOIS*****



In Testimony Whereof, I, hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this _____ *23RD*
day of _____ *OCTOBER* _____ *2000*
A.D. _____

Jesse White

SECRETARY OF STATE



George H. Ryan
Governor

Pam McDonough
Director

January 31, 2001

Mr. Kenny Smith
President
Chicago Better Housing Association
6701 S. Emerald
Chicago, IL 60621

Dear Mr. Smith:

Enclosed please find Grant Agreement Number 01-127203 between your organization ("Grantee") and the Illinois Department of Commerce and Community Affairs ("Department"). Please review the Agreement carefully to ensure that the Grantee's rights and responsibilities are clearly understood. You are encouraged to have the Agreement reviewed by an attorney. In particular, please note the following:

Beginning Date (Notice of Grant Award). Costs incurred prior to the specified beginning date are not eligible for reimbursement, unless such costs have been identified in the Project Budget and approved by the Department.

End Date (Notice of Grant Award). The Project must be completed by the stated end date. Modifications for scope of work changes or date extensions must be approved in writing by the Department and processed **prior** to the stated end date.

Part II - Special Conditions. Part II requires specific acknowledgment by and acceptance of the Grantee of all obligations set forth therein. The Grantee is expected to be thoroughly familiar with the provisions of Part II, including requirements regarding the submittal of reports, authenticating documents, etc.

If the terms of the Agreement are acceptable, please complete the following steps in order to properly execute the Agreement:

- verify the Grantee's correct federal taxpayer identification number (FEIN) and correct legal/business status in the appropriate blanks on pages 1-2;
- have an authorized official of the Grantee execute page 2 of the Notice of Grant Award **and** the acknowledgment set forth in Part II;

Internet Address <http://www.commerce.state.il.us>

620 East Adams Street
Springfield, Illinois 62701

James R. Thompson Center
100 West Randolph Street, Suite 3-400
Chicago, Illinois 60601

325 West Adams Street, 3rd Floor
Springfield, Illinois 62704-1892

2309 West Main, Suite 118
Marion, Illinois 62959

217/782-7500
Fax 217/785-6454 • TDD 800/785-6055

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217/785-2800
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618/997-4394
Fax 618/997-1825 • TDD Relay 800/526-0844

- make any necessary corrections to the Grantee's address; fill in the name, phone number, and address (if different from the Grantee's address) for the administrator/project manager; and
- please review Section 6.6 carefully and mark the statement with an "X" as it relates to the Grantee.
- if "Grantee Disclosures" are required by the Department, the disclosures must be completed, signed by an authorized official of the Grantee organization and returned with the executed Grant Agreement.

The Grantee's ability to incur costs against the Grant as of the beginning date set forth in the Notice of Grant Award is contingent upon the Grantee's acceptance of the terms and conditions as set forth in the attached Agreement. **The Department may elect not to execute the Agreement if any of the terms are changed without the Department's prior approval, and the Grantee will be responsible for any costs already incurred.**

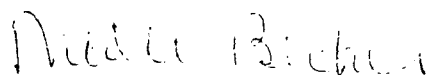
The Department may also elect not to execute the Grant Agreement if it determines that it is not in the best interest of the State of Illinois to do so. Written notification of such a determination and the basis therefor will be provided to the addressee of this letter in such event.

IMPORTANT INSTRUCTIONS: Please return the **ENTIRE SIGNED ORIGINAL** document to the individual indicated in **Exhibit 2 of the Grant Agreement**. Please direct any questions concerning the Agreement to the individual identified in Exhibit 2.

ADDITIONALLY, the forms to be utilized in preparing reports required by Part II of the Agreement are also provided in this packet. Reports will not be accepted unless these forms are used.

You will be provided with a fully executed copy of the Agreement after it has been signed by Director McDonough.

Sincerely,



Nicole Becker
Illinois FIRST Grant Manager

Enclosures

Stacy



ILLINOIS DEPARTMENT OF COMMERCE AND COMMUNITY AFFAIRS

GEORGE H. RYAN
GOVERNOR

PAM MCDONOUGH
DIRECTOR

February 26, 2001

Mr. Kenny Smith
President
Chicago Better Housing Associa
6701 S Emerald
Chicago, IL 60621-2509

Re: Grant No. 01-127203

Dear Mr. Smith:

Enclosed is your fully executed copy of the grant agreement between your agency and the Department of Commerce and Community Affairs (DCCA). Please retain this copy in your files for reference during the administration of the grant and for future audit and monitoring purposes.

If you have any questions regarding your grant agreement, please contact your DCCA Grants Manager.

Sincerely,

Pam McDonough
Pam McDonough *my SB*
Director

Enclosure

cc: DCCA Grant Manager

620 East Adams Street
Springfield, Illinois 62701

217/782-7500
FAX:217/786-6444 TDD:800/786-6066

James R. Thompson Center
100 West Randolph Street, Suite 3-600
Chicago, Illinois 60601

312/814-7179
FAX:312/814-6732 TDD:800/419-8667

Internet Address <http://www.commerce.state.il.us>

607 East Adams Street
Springfield, Illinois 62781

217/786-2880
FAX:217/786-3618 TDD:317/786-8211

2300 West Main, Suite 118
Marion, Illinois 62950

618/997-4394
FAX:618/997-1826 TDD:800/35-8844

STATE OF ILLINOIS
DEPARTMENT OF COMMERCE AND COMMUNITY AFFAIRS

Notice of Grant Award No. 01-127203
LEGISLATIVE ADD ONS

This Grant Agreement (hereinafter referred to as the "Agreement") is entered into between the Illinois Department of Commerce and Community Affairs (hereinafter referred to as the "Department") and

Chicago Better Housing Association

(hereinafter referred to as the "Grantee"). Subject to terms and conditions of this Agreement, the Department agrees to provide a Grant in an amount not to exceed \$100,000.00 to the Grantee.

Subject to the execution of this Agreement by both parties, the Grantee is hereby authorized to incur costs against this Agreement from the beginning date of 07/01/2000 through the ending date of 06/30/2002. The Grantee hereby agrees to use the funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms of this Agreement.

This Agreement includes the following sections, all of which are incorporated into and made part of this Agreement:

Part:

- I. Budget
- II. Special Grant Conditions
- III. Scope of Work
- IV. Program Terms and Conditions
- V. General Provisions
- VI. Required Certifications

Under penalties of perjury, the undersigned certifies that the name, taxpayer information number and legal status listed below are correct.

If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity (as used to apply for the entity's EIN) and the EIN.

Name: Chicago Better Housing Association

Taxpayer Identification Number:
SSN/EIN: XXXXXXXXXX

Legal Status (check one):

- Individual
- Owner of sole proprietorship
- Partnership
- Tax-exempt hospital or extended care facility
- Corporation providing or billing medical and/or health care services
- Corporation NOT providing or billing medical and/or health care services

- Government entity
- Nonresident alien individual
- Estate or legal trust
- Foreign corporation
- partnership estate or trust
- Other - not-for-profit organization: CHICAGO BETTER HOUSING ASSOCIATION
- Other: _____
- _____
- _____

The Grantee acknowledges that the individual signing below is authorized to execute this Agreement and that such signature constitutes the acceptance of this Agreement.

GRANTEE:
Chicago Better Housing Association

By: Kenny Smith
(Signature)

KENNY SMITH
Print or Type

STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND COMMUNITY AFFAIRS

By: Pam McDonough
Pam McDonough, Director
my sb

February 21, 2001
Date

Grantee Address:

6701 S Emerald
Chicago, IL 60621-2509

Please indicate any changes below

Chief Exec: Kenny Smith
Phone: (312) 307 - 5936

The following is designated as administrator for the Grantee:

Chief Exec: _____
Phone: _____

**PART I
BUDGET**

Chicago Better Housing Association

Budget Item	State Grant
Clearing and grubbing	\$4,500
Remove existing asphalt and paving	\$14,783
Remove existing concrete paving	\$11,280
Removal of underground debris	\$2,000
Install catch basin	\$20,000
Trench and install sewer pipe	\$18,600
Trench and install perforated drain tile and gravel	\$20,000
Install street connection	\$7,500
Purchase and install top soil	\$1,337
Total	\$100,000

PART II-B2

SPECIAL GRANT CONDITIONS (NON-GOVERNMENTAL ENTITIES) (Construction)

2.1 AUDIT REQUIREMENTS.

X The Grantee is required to have an audit conducted as provided in Part V, Section 5.4C, Audit Requirements. The audit must include a Revenue (Receipt) and Expenditure Statement comparing budgeted amounts with actual for this grant. The audit must also include a compliance component that covers, at a minimum, the following items:

- did the Grantee complete the activities described in the Scope of Work (Part III) within the grant term
- did the Grantee obtain prior written approvals from the Department for material changes from the performance of the activities described in the Scope of Work (Part III)
- did the Grantee expend grant funds within the grant period specified in the Notice of Grant Award
- did the Grantee adhere to the grant Budget (Part I); if not, variances should be identified
- did the Grantee obtain prior written approvals from the Department for any material variances in its expenditure of grant funds
- did the Grantee adequately account for receipts and expenditures of grant funds
- if applicable, did the Grantee return grant funds to the Department in accordance with the provisions of the Grant Agreement
- are amounts reported in the Grantee's close-out package traceable to its general ledger

— The Grantee is not required to have an audit conducted as a condition of this Grant Agreement; however, if the Grantee receives during the term of this Grant Agreement (or has previously received), additional grants from the State of Illinois for the project described in Part III hereof, the Department may require the Grantee to have an audit conducted as provided in Part V, Section 5.4C(a)(iv) hereof.

If the Grantee is required to conduct or be the subject of an audit pursuant to any statute, regulation or other legal requirement applicable to the Grantee,

then Grantee must provide the Department with a copy of said audit within the timeframes set forth in Section 5.4C(a)(iv) hereof.

2.2 PROJECTS REQUIRING EXTERNAL SIGN-OFFS.

(a) Pursuant to applicable statute(s), this grant requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the grant is sent to the Grantee for execution:**

AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
<input checked="" type="checkbox"/> Illinois Historic Preservation Agency	<input checked="" type="checkbox"/>	—
<input type="checkbox"/> Illinois Dept. of Agriculture	—	—
<input checked="" type="checkbox"/> Illinois Dept. of Natural Resources	<input checked="" type="checkbox"/>	—
<input type="checkbox"/> NONE APPLICABLE	—	—

While any external sign-off is outstanding, the provisions of Exhibit 1 apply with respect to the disbursement of funds under this grant.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

(b) For projects subject to review by the Illinois Environmental Protection Agency, the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 et seq.

2.3 PAYMENT PROVISIONS; PRIOR INCURRED COSTS.

Bond Fund Projects: The Department shall authorize the State Comptroller's Office to disburse up to 50 percent of the grant funds upon execution of this Agreement. Disbursement of the balance of the grant funds shall be authorized in reimbursement of costs incurred and certified in the Quarterly Expense Reports submitted by the Grantee to the Department as described in Section 2.5.

Non-Bond Fund Projects: 100 percent (100%) of the grant award will be authorized for disbursement upon the Department's execution of this Agreement. If the amount set forth herein is less than 100% of the grant award, the disbursement schedule for the balance of the grant award is attached hereto as Exhibit 3.

NOTE: If external sign-offs are indicated in Section 2.2, above, disbursement of grant funds (whether advance or scheduled) are subject to the restrictions set forth in Exhibit 1. Upon receipt of all required sign-offs, the Department's Accounting Division will be

notified to disburse grant funds in accordance with the disbursement method indicated herein.

The Department reserves the right to adjust the disbursement schedule set forth above. Reimbursement of costs incurred by the Grantee prior to the Beginning Date specified in the Notice of Grant Award requires the approval of the Department. Such costs must be clearly identified in Part I hereof.

2.4 PROJECT COMPLETION DATE; FUNDING LIMITATION. Notwithstanding the end date stated in the Notice of Grant Award, the project shall be deemed complete when all activities described in Part III hereof have been fully performed and grant funds have been expended or legally obligated by the Grantee for such activities pursuant to Parts I and III hereof. Grantee shall notify the Department of the Project Completion Date through the submittal of the Final Report described in Section 2.5 below.

The grant awarded pursuant to this Agreement is a one-time award. The State is not obligated to provide funding in subsequent State of Illinois fiscal years for the project funded by this grant.

2.5 REPORTING REQUIREMENTS. In addition to any other documents specified in this Agreement, the Grantee must submit the following reports and information in accordance with the provisions hereof.

(a) **Grantee Disclosures/Authenticating Documents.** The Grantee must complete and submit Grantee Disclosures **if required** by the Department as a condition of receiving this grant. The Department reserves the right to exercise its sole discretion in determining whether a potential conflict of interest, or the appearance thereof, is indicated in the Grantee Disclosures or through other information the Department obtains. If the Department determines a potential conflict of interest, or the appearance thereof, exists in connection with the issuance of the proposed grant to the Grantee, the Department reserves the right to accept a cure of the potential conflict of interest or to cease any further consideration of the proposed grant. Additionally, the Department reserves the right to make its execution of this grant agreement contingent upon the Grantee's submittal to the Department of authenticating documents that relate to the Grantee's legal/business status, including, but not limited to, a certificate of registration and a certificate of good standing issued by the applicable state authority.

(b) **Status/Expense Reports.** Grantee shall submit status/expense reports as indicated below.

X **Quarterly Expense Reports:** The Grantee shall submit Quarterly Expense Reports in the format provided by the Department. Reports shall be submitted quarterly (on a calendar basis) through the stated Grant end date.

X **Final Reports:** Grantee shall submit a Final Status Report and a Final Expense Report, in the format provided by the Department. The Final Reports are due no later than 30 days following the stated Grant end date.

(c) **Close-out Report.** Notwithstanding anything to the contrary in Section 5.4 hereof, the Close-out report described therein is due upon the earlier of 45 days from the Project Completion Date or 45 days following the Grant End date stated in the Notice of Grant Award.

(d) **Additional Information.** Upon request by the Department, the Grantee shall, within 10 business days of its receipt of such a request, submit additional written reports regarding the project, including, but not limited to, materials sufficient to document information provided by the Grantee.

(e) **Submittal of Reports.** Submittal of reports and documentation required under Section 2.5 should be submitted to the individual identified in Exhibit 2 hereto.

2.6 FUNDING RESTRICTIONS. For purposes of this Section 2.6, the term "principal" means a partner, officer, director, board member, agent, registered agent or shareholder of the Grantee, who currently holds such position or acts in such capacity or who formerly held such a position or acted in such capacity within the 18-month period preceding the commencement date of the grant term that is specified in the Notice of Grant Award. The term "family member" means the spouse, mother, father, sister, brother, son, daughter, son-in-law or daughter-in-law of any principal of the Grantee.

By executing this Agreement, the Grantee hereby certifies its compliance with the following conditions:

(a) Grantee shall not use funding provided under this Agreement for sectarian purposes.

(b) Grantee shall not disburse grant funds to any principal or family member, except as provided in Section 2.6(e) below.

(c) Grantee shall not convey property purchased with grant funds to any principal or family member. Further, during the term of the grant agreement specified in the Notice of Grant Award, Grantee shall use property purchased with grant funds solely for the purpose of accomplishing the Project described in Part III.

(d) Grantee shall not enter into contracts for services or for the acquisition of personal or real property to be paid from grant funds with any principal or family member, except as provided in Section 2.6(e) below.

(e) Grantee shall expend grant funds for payment only to employees or independent contractors performing services for Grantee where the services to be performed and/or the use of property are specifically identified in the Project Budget (Part I) and are directly related to the activities described in the Scope of Work (set forth in Part III hereof).

(f) Grantee shall not, without the express written consent of the Department, disburse any grant funds or convey any property purchased with grant funds, to, on behalf of, or

for the benefit of, any registered lobbyist or family member of such lobbyist, as the term is defined in the Lobbyist Registration Act (25 ILCS 170/1 *et seq.*).

(g) Grantee has read and shall comply with the conflict of interest provisions and other prohibitions set forth in Section 5.9 of this Agreement.

2.7 OPPORTUNITIES FOR MINORITY, FEMALE AND DISABLED PERSONS. Grantee shall use good faith efforts to recruit, develop and extend employment and contracting opportunities to women, minorities, and disabled persons from funds received under this grant. Nothing herein shall be deemed to modify or negate any requirement of the Business Enterprise for Minorities, Females and Persons with Disabilities Act (30 ILCS 575/1) or any other provision of this Grant Agreement.

2.8 MULTIPLE GRANT AWARDS. If the Grantee was previously awarded a grant by the Department to fund the project described in Part III hereof, the Department may, pursuant to Section 5.7(c), unilaterally revise Parts I and III of the previously executed Grant Agreement to accurately reflect all project activities and the multiple funding sources therefor. If the Grantee receives additional grants to fund the project described in Part III hereof subsequent to the execution of this Agreement, Parts I and III for said grant(s) will be developed to reflect all project activities and the multiple funding sources therefor.

2.9 FUNDING ACKNOWLEDGMENT. If requested by the Department, the Grantee shall post signs at the project site or affix signs/decals to equipment purchased with grant funds, which acknowledge the State as providing funds for the project. Signs not provided by the Department must be approved by the Department prior to posting.

2.10 TERMINATION FOR CAUSE. Grantee's failure to comply with any of the terms set forth in this Grant Agreement, shall be a sufficient basis to suspend or terminate this Agreement and seek recovery of all grant funds disbursed to the Grantee. **A failure to comply with the terms of this Grant Agreement shall also be a sufficient basis to suspend or terminate any other grant(s) issued to the Grantee by the Department and to reject future grant requests for the Grantee.**

2.11 FEDERAL, STATE AND LOCAL LAWS. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Department shall disburse grant funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Department. In no event may Grantee utilize grant funds to discharge outstanding tax liabilities. **The execution of this Grant Agreement by the Grantee is its certification that it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee.**

THE UNDERSIGNED IS AUTHORIZED ON BEHALF OF GRANTEE TO, AND HEREBY DOES,
SPECIFICALLY ACKNOWLEDGE AND AGREE TO COMPLY WITH ALL SPECIAL GRANT
CONDITIONS REFERENCED HEREIN.

BY:

Terence B. Smith

TITLE:

PRESIDENT

DATE:

2-14-01

EXHIBIT 1

The Project described in Part III and funded under this Grant Agreement, is subject to review by the external agency(ies) indicated in Section 2.2 hereof. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Department shall be incorporated into this Agreement as follows: (i) as an attachment to this Exhibit 1 at the time of grant execution; or (ii) if received from the applicable agency(ies) subsequent to execution, as an addendum to this Agreement.** The Grantee is contractually obligated to comply with such requirements.

Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Department's obligation to disburse funds under this Grant Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the Project have been satisfied. Upon receipt of said notification, disbursement of the grant funds shall be authorized in accordance with the provisions of Section 2.3 hereof.

Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE DEPARTMENT OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**

**PART III
SCOPE OF WORK**

Chicago Better Housing Association

FY '01

Section 1. Public Benefit

The Grantee is a not-for-profit organization that is committed to improving the lives of community residents and to promoting community redevelopment. The Grant Funds will be used for the Englewood Conservation and Education Project, which will enable residents to buy into and to instill a sense of pride within their community by creating a green zone between 59th Place and 61st Place, along Yale Street. Residents and community members, including students of Englewood Academy, will assist with the creation of the green zone with "sweat equity" and gain educational and work experience, a sense of community togetherness, and restore some natural resources to the neighborhood.

The Grant Funds will be used, in conjunction with both federal and local funding, for clearing and grubbing the area, removing existing asphalt paving and concrete paving, removing any underground debris, installing a catch basin, trenching and installing sewer pipe and perforated drain tile, installing new top soil, and installing the street connection from the catch basin to the main sewer line. The Grantee serves approximately 100 families in the area.

Section 2. Grant Tasks

- 2.1 The Grantee will use Grant Funds in accordance with Part 1, Budget.
- 2.2 The Grantee will continue to provide the programs and services specified in Section 1, above, for the term of the Grant Agreement.

PART IV
TERMS AND CONDITIONS GOVERNING GRANT
(Non-governmental Entities)

4.1 APPLICABLE TIME LIMITATIONS.

(i) **Completion of Performance.** All activities described in Part III hereof, which are chargeable to grant funds provided by this Agreement, must be completed by the grant period end date set forth in the Notice of Grant Award.

(ii) **Expenditure of Grant Funds.** All grant funds provided under this Agreement must be expended or legally obligated by the grant end date set forth in the Notice of Grant Award. Grant funds not expended by the grant end date must be returned to the Department in accordance with directions provided by the Department.

4.2 INTEREST ON GRANT FUNDS. Any interest earned on grant funds provided under this Agreement must be accounted for and returned to the Department in accordance with the directions provided by the Department.

4.3 REFUNDS TO THE DEPARTMENT. Any refunds (unliquidated grant balance, interest earned on grant funds, or ineligible/improper grant expenditures) due the Department shall be remitted by the Grantee upon demand and pursuant to instructions issued by the Department.

4.4 BUDGET/SCOPE OF WORK MODIFICATIONS.

(i) **Grant Budget (Part I).** The Grantee must obtain prior written approval from the Department for any expenditures which materially vary from the expenditures set forth in Part I hereof. For purposes of this Agreement, "materially vary" means any variance within the line items set forth in Part I which exceeds 10% of the amount established for that line item or any line item added or substituted for a line item in Part I hereof.

(ii) **Scope of Work (Part III).** The Grantee must obtain prior written approval from the Department before changing any of the activities specified in Part III which are chargeable to this grant. Any revision to Part III which results in the performance of activities by the Grantee which are inconsistent with the purpose set forth in the Appropriation authorizing the grant awarded under this Agreement are not permissible.

4.5 FISCAL RECORDING/REPORTING REQUIREMENTS. The Grantee is accountable for all funds disbursed under this Grant. The Grantee's financial management system shall be structured to provide for accurate, current, and complete disclosure of the expenditure of all funds provided under this Agreement. The Grantee shall maintain effective control and accountability over all funds disbursed and, equipment, property, or other assets acquired with grant funds. The Grantee shall keep records sufficient to permit the tracing of funds to a level of expenditure adequate to insure that funds have been expended in accordance with the terms of this Agreement.

4.6 GRANT DELIVERABLES. The Grantee will submit the following Grant deliverables in accordance with the Grant Agreement provisions referenced herein:

- (i) Project Status and Expenditure Reports (Section 2.5)
- (ii) Financial Close-out Package (Section 5.4B); and
- (iii) Audit (if applicable) (Section 2.1 and Section 5.4C)

4.7 PROCUREMENT OF CONSTRUCTION AND PROFESSIONAL SERVICES; ACQUISITION OF EQUIPMENT OR LAND. The Grantee shall procure all construction and professional services, and acquire land, equipment and materials financed in whole or in part with grant funds provided hereunder, through written, contractual agreement(s), which specify the rights and obligations of both parties relevant to the specified transaction

4.8 DUE DILIGENCE IN EXPENDITURE OF FUNDS. Grantee shall ensure that grant funds are expended in accordance with the following principles:

- (i) Grant expenditures should be made in accordance with generally accepted sound business practices, arms length bargaining, applicable federal and State laws and regulations, and the terms and conditions of this Agreement;
- (ii) Grant expenditures should not exceed the amount which would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the costs; and
- (iii) Grant expenditures should be consistent with generally accepted accounting principles.

4.9 LEGAL COMPLIANCE. In addition to complying with the statutes and regulations specifically referenced in this Agreement, the Grantee is responsible for determining the applicability of and complying with any other laws, regulations, ordinances, etc. which govern the Grantee's performance of the activities described in Part III hereof, including, but not limited purchasing/procurement rules, to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) and the Interagency Wetlands Policy Act (20 ILCS 830/1 et. seq.).

**PART V
GENERAL PROVISIONS**

5.1 GRANTEE AUTHORITY; INDEPENDENCE OF GRANTEE PERSONNEL; GRANTOR AUTHORITY; GOVERNING LAW.

A. Grantee Authority. The 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 legal authority to apply for this grant and to execute the proposed program or project described in Part III hereof. Grantee's execution of this Agreement shall serve as its attestation that Grantee has read, understands and agrees to all provisions of this Agreement and to be bound thereby. Grantee further acknowledges that the individual executing this agreement is authorized to do so on Grantee's behalf.

B. Independence of Grantee Personnel. All technical, clerical, and other personnel necessary for the performance required by this Agreement shall be employed, or contracted with, by Grantee, and shall in all respects be subject to the rules and regulations of Grantee governing its employees. Neither Grantee nor its personnel shall be considered to be the agents or employees of the Department.

C. Grantor Authority. The Department and its payroll employees, when acting pursuant to this Agreement, are acting as State officials in their official capacity and not personally or as the agents of others.

D. Governing Law. This Grant is awarded in the State of Illinois for execution within the State of Illinois. This Agreement shall be governed by and construed according to Illinois law as that law would be interpreted by an Illinois Court. Where there is no Illinois law on a particular subject or issue, then the applicable law will be applied as it would be if interpreted and applied by an Illinois court.

5.2 SCOPE OF WORK. In consideration for the grant funds to be provided by the Department, the Grantee agrees to perform the project described in Part III hereof and to prepare and submit to the Department the reports and other deliverables described in this Agreement.

5.3 FISCAL RESPONSIBILITIES.

A. Non Appropriation Clause. Payments pursuant to this Agreement are subject to the availability of applicable Federal and State funding from the Department and their appropriation and authorized expenditure under state law. Obligations of the State will cease immediately without penalty or liability of further payment being required if in any fiscal year that this Agreement is in effect the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this grant.

The Grantee hereby is given actual knowledge of the fact that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon there existing a valid appropriation therefor and that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless

expressly authorized by law. If this is a multi-year grant, it is void by operation of law if the Department fails to obtain the requisite appropriation to pay the grant in any year in which this Agreement is in effect.

B. Total Amount of Grant Limited. The Grantee expressly understands and agrees that the total financial obligation of the Department under this Agreement shall not exceed the total grant amount set forth on the Notice of Grant Award and the Grantee agrees expressly to fully complete the Scope of Work specified in this Agreement and all other obligations under this Agreement within the stated total consideration.

C. Delivery of Grantee Payments. Payment to the Grantee under this Agreement shall be made payable in the name of the Grantee and sent to the person and place specified in the Notice of Grant Award. The Grantee may change the person to whom payments are sent, or the place to which payments are sent by written notice to the Department signed by the Grantee. No such change or payment notice shall be binding upon the Department until ten (10) business days after actual receipt.

5.4 RECORDS RETENTION AND ACCESS TO RECORDS; PROJECT CLOSEOUT; ACCOUNTING; AND AUDIT REQUIREMENTS.

A. Records Retention. The Grantee is accountable for all funds received under this Agreement and shall maintain, for a minimum of three (3) years following the later of the expiration or termination of this Agreement, adequate books, records, and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. This Agreement and all books, records and supporting documents related hereto shall be available for inspection and audit by the Department, the Auditor General of the State of Illinois, or any of their duly authorized representatives, and the Grantee agrees to cooperate fully with any audit conducted by the Auditor General or the Department. Grantee agrees to provide full access to all relevant materials and to provide copies of same upon request. Failure to maintain books, records and supporting documents required by this Section 5.4 shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

If any of the services to be performed under this Agreement are subcontracted, the Grantee shall include in all subcontracts covering such services, a provision that the Department and the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor involving transactions related to this Agreement for a period of three (3) years from the later of the expiration or termination of this Agreement.

B. Grant Closeout. In addition to any other reporting requirements specified in this Agreement, the Grantee shall complete and submit a final Grant Closeout Report on forms provided by the Department, within time limits established by the Department, after the expiration or termination of this Agreement. The Grantee must report on the expenditure of grant funds provided by the State, and if applicable, the Grantee's required matching funds. The Grantee is responsible for taking the necessary steps to correct any deficiencies disclosed

by such Grant Closeout Report, including such action as the Department, based on its review of the Grant Closeout Report, may direct.

In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq., the Grantee must, within 45 days of the expiration or termination of this Agreement, refund to the Department, any balance of funds which is unobligated at the end of the Grant term specified in the Notice of Grant Award. For purposes of preparation of grant closeout forms, the determination of allowable expenditures and excess grant funds shall be based on the premise that the total Grantee compensation under this Agreement shall not exceed the amount specified in the Notice of Grant Award.

C. Audit Requirements. If required by Part II of this Grant Agreement, the Grantee shall be required to have an audit conducted in accordance with the following terms:

a. State Audit Requirements:

(i) The audit shall be conducted by a certified public accountant who is licensed by the State of Illinois to conduct an audit in accordance with **Generally Accepted Auditing Standards**.

(ii) Grant funds shall be included in the Grantee's annual audit, unless the Department authorizes the Grantee to have a grant-specific audit conducted.

(iii) Upon completion of an audit, an audit report shall be issued and the Grantee shall provide the Department with a copy of such audit report.

(iv) The Grantee shall provide the Department with a copy of an audit report within 30 days of the Grantee's receipt of such audit report, but in no event later than nine months following the end of the period for which the audit was performed. The Grantee shall send the audit report to the Department at the following address:

Illinois Department of Commerce and Community Affairs
Division of Audits
620 East Adams
Springfield, IL 62701

D. Worker's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Worker's Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

5.5 TERMINATION; SUSPENSION.

A. This Agreement may be terminated as follows:

1. Due to Loss of Funding. Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement. In the event the Department suffers such a loss of funding in full or in part, the Department shall give the Grantee written notice which shall set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in the approved budget.

2. For Cause. If the Department determines that the Grantee has failed to comply with any of the terms, conditions or provisions of this Agreement, or any other Agreement executed by the Department and the Grantee, including any applicable rules or regulations, the Department may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Department shall notify the Grantee in writing of the reasons for the termination and the effective date of the termination. Grantee shall not incur any costs after the effective date of the termination. Payments made to the Grantee or recovery by the Department shall be in accord with the legal rights and liabilities of the parties.

In the event of termination for cause, Grantee shall also be subject to any other applicable provisions specified elsewhere in this Agreement.

Termination for cause may render the Grantee ineligible for consideration for future grants from the Department.

3. For Convenience. The Department or the Grantee may terminate this Agreement in whole or in part when the Department and the Grantee agree that continuation of the program objectives would not produce beneficial results commensurate with the further expenditure of funds. The Department and the Grantee shall agree upon termination conditions including the effective date and, in the case of partial termination, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to the Grantee for the Department's share of the non-cancelled obligations, if properly incurred by the Grantee prior to termination.

B. Suspension. If the Grantee fails to comply with the specific conditions and/or general terms and conditions of this Agreement, the Department may, after written notice to the Grantee, suspend this Agreement, withhold further payments and prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate this Agreement. Department may determine to allow such necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension provided that the Department agrees that such costs were necessary and reasonable and incurred in accordance with the provisions of this Agreement.

Section 5.6 INDEMNIFICATION.

A. Non-governmental entities. The Grantee agrees to indemnify and hold the Department and/or the State of Illinois, and its officers, agents, or employees harmless from and against any and all claims, and actions, including but not limited to, attorneys' fees, costs and

interest, based upon and arising out of any services performed under this Agreement by the Grantee and its officers, employees, agents, independent contractors, subcontractors, subrecipients, volunteers, or other associates. The Grantee shall further indemnify and hold the Department and/or the State of Illinois and/or its officers, agents and employees harmless from and against any and all liabilities, demands, claims, damages, suits costs, fees and expenses incident thereto, for injuries or death to persons and for loss or damage to or destruction of property because of negligence, intentional acts or omissions on the part of Grantee, its officers, employees, agents, independent contractors, subcontractors, subrecipients, volunteers or other associates, arising out of any services performed under this Agreement.

The Grantee further agrees to indemnify, save and hold harmless the Department, its officers, agents and employees against any liability, including costs and expenses associated with the violation of general, proprietary rights, copyrights or rights of privacy of third parties arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data developed or furnished under this Agreement or any libelous or any unlawful matter contained therein.

B. Governmental Entities. In the event that the Grantee is a Governmental Entity, it will indemnify and hold harmless the Department as set out herein to the extent authorized by Federal and/or State constitutions(s) and/or laws.

C. Notice. In the event that any demand or claim relating to the transactions or activities pursuant to this Agreement is made known to either party, the Department and/or the Grantee will notify the other party to this Agreement in writing in an expedient manner.

5.7 MODIFICATION BY OPERATION OF LAW; DISCRETIONARY MODIFICATIONS; BUDGET MODIFICATIONS.

A. Modifications by Operation of Law. This Agreement is subject to such modifications as the Department determines may be required by changes in Federal or State law or regulations applicable to this Agreement. Any such required modification shall be incorporated into and be part of this Agreement as if fully set forth herein. The Department shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

B. Budget Modifications. Budget modifications shall be made in accordance with any applicable provisions as specified elsewhere in this Agreement.

C. Discretionary Modifications. If either the Department or the Grantee wishes to modify the terms of this Agreement other than as set forth in Sections A and B above, written notice of the proposed modification must be given to the other party. No modification will take effect until it is agreed to in writing by both the Department and the Grantee, except that if the Department notifies the Grantee in writing of a proposed modification without the prior written approval of the Grantee, failure of the Grantee to object in writing, specifying the reasons for the objections, within thirty (30) calendar days from the date of the Department's notice to the Grantee of such proposed modification, the modification will be deemed to be approved by the Grantee. The Department's notice to the Grantee shall contain the Grantee name, Grant

number, modification number, purpose of the revision and signature of the Department's director.

5.8 CONFLICT OF INTEREST; INTEREST OF PUBLIC OFFICIALS/EMPLOYEES; BONUS/COMMISSION PROHIBITED; HIRING OF STATE EMPLOYEES PROHIBITED.

A. Conflict of Interest. The Grantee shall establish safeguards to prohibit officers, directors, agents, employees and family members from using positions of employment for a purpose that is, or gives the appearance of, being motivated by a desire for a private gain for themselves or others, particularly those with whom they have family business or other ties. Safeguards, evidenced by rules or bylaws, shall be established to prohibit persons from engaging in actions which create or which appear to create a conflict of interest as described herein or in Section 2.6 of this Agreement.

B. Interest of Public Officials/Employees.

(i) Governmental Entity. If the Grantee is a governmental entity, the Grantee certifies that no officer or employee of the Grantee and no member of its governing body and no other public official of the locality in which the program objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall participate in any decision relating to any contract negotiated under a program grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any financial interest, direct or indirect, in such contract or in the work to be performed under such contract.

(ii) Nongovernmental Entity. If the Grantee is a nongovernmental entity, it shall comply with the provisions of Section 2.6 hereof relative to conflict of interest.

Violations of this Section 5.8 (and 2.6 for non-governmental entities) may result in suspension or termination of this Agreement, and recovery of grant funds provided hereunder. Violators may also be criminally liable under other applicable State laws and subject to actions up to and including felony prosecution.

C. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the grant awarded under this Agreement.

D. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement, or be paid with funds derived directly or indirectly through this grant without the written approval of the Department.

5.9 APPLICABLE STATUTES.

A. Grantee Responsibility. All applicable Federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly

required by applicable laws and regulations, the Department shall not be responsible for monitoring Grantee's compliance.

B. Land Trust/Beneficial Disclosure Act (765 ILCS 405/2.1). No grant award funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Department identifying each beneficiary of the land trust by name and address and defining such interest therein.

C. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property.

D. State of Illinois Discrimination Laws (775 ILCS 5/1-101, et. seq.). In carrying out the performance required under this Agreement, the Grantee shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Grantee's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

E. Drugfree Workplace Act (30 ILCS 580/1, et. seq.). Grantee will make the certification required in this Agreement and will comply with all of the provisions of the Drugfree Workplace Act that are applicable to the Grantee. False certification or violation of the requirements of the Drugfree Workplace Act may result in sanctions including, but not limited to, suspension of grant payments, termination of this Agreement and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

F. Freedom of Information Act (5 ILCS 140/1 et. seq.). Applications, programmatic reports and other information obtained by the Department under this Agreement shall be administered pursuant to the Freedom of Information Act. The Department shall give Grantee timely notice in the event it receives a request for information submitted by Grantee relative to this Agreement.

5.10 MISCELLANEOUS PROVISIONS.

A. Waivers. A waiver of any condition of this Agreement must be requested in writing. No waiver of any condition of this Agreement may be effective unless in writing from the Director of the Department.

B. Assignment. The benefits of this Agreement and the rights, duties and responsibilities of the Grantee under this Agreement may not be assigned (in whole or in part) except with the

express written approval of the Department acting through its Director. Any assignment by the Grantee in violation of this provision renders this Agreement voidable by the Department.

C. Severability Clause. If any provision under this Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement which can be given effect without the invalid provision or application.

D. Integration Clause. This Agreement, with attachments, as written, is the full and complete agreement between the parties and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.

E. Comptroller Filing Notice. The Grantee expressly understands that whenever applicable, a copy of this Agreement and any modification, cancellation or renewal is required to be filed by the Department with the State Comptroller.

F. Subcontract and Grants. The Grantee's services, duties and responsibilities specified herein shall not be subcontracted or subgranted by the Grantee without prior written approval of the Department, unless such subcontracts or subgrants are provided for elsewhere in this Agreement. Any subcontracts or subgrants shall be subject to, and conform with, all applicable State and Federal laws, and shall specifically provide that subcontractors or subgrantees are subject to all of the terms and conditions of this Agreement.

**PART VI
STATE OF ILLINOIS REQUIRED
CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

6.1 COMPLIANCE WITH APPLICABLE LAW. The Grantee certifies that it shall comply with all applicable provisions of Federal, State and local law in the performance of its obligations pursuant to this Agreement.

6.2 CONFLICT OF INTEREST. The Grantee certifies that it has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of Grantee's services and obligations under this Agreement.

6.3 BID-RIGGING/BID-ROTATING. The Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4).

6.4 DEFAULT ON EDUCATIONAL LOAN. The Grantee certifies that this Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan.

6.5 AMERICANS WITH DISABILITIES ACT. The Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et. seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this grant, the Grantee certifies that services, programs and activities provided under this Agreement are, and will continue to be, in compliance with the ADA.

6.6 DRUGFREE WORKPLACE ACT. The Grantee certifies that:

- A) It is a Corporation, Partnership, or other entity (other than an individual) **with 24 or fewer employees** at the time of execution of this Agreement.
- B) That the purpose of this grant is to fund solid waste reduction.
- C) It is a Corporation, Partnership, or other entity (other than an individual) **with 25 or more employees** at the time of execution of this Agreement, or
- D) That it is an individual.

If Option "A" or "B" is checked this Agreement is not subject to the requirements of the Act.

If Option "C" or "D" is checked and the amount of this grant is five thousand dollars (\$5,000.00) or more, the Grantee is notified that the Drugfree Workplace Act (30 ILCS 580/1 et seq.) is applicable to this Agreement, and the Grantee must comply with the terms of said Act, as set forth below:

Grantee will provide a drugfree workplace by:

- (a) Publishing a statement:
 - (i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
 - (ii) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (iii) Notifying the employee that, as a condition of employment on such grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the Grantee's policy of maintaining a drug free workplace;
 - (iii) any available drug counseling, rehabilitation and employee assistance programs; and
 - (iv) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the granting agency within ten (10) days after receiving notice, under part (B) of paragraph (iii) of subsection (a) above, from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drugfree Workplace Act, 30 ILCS 580/5.

- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drugfree workplace through implementation of the Drugfree Workplace Act, 30 ILCS 580/5.

If Grantee is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

6.7 ANTI-BRIBERY. The Grantee certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Grantee or any of its employees made an admission of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500/50-5).

6.8 DISCRIMINATION/ILLINOIS HUMAN RIGHTS ACT. The Grantee certifies (i) that it will not commit unlawful discrimination in employment in Illinois as that term is defined in Article 2 of said Act; (ii) that it will comply with the provisions of Article 5 of the Act regarding equal employment opportunities and affirmative action; and, (iii) that it will comply with policies and procedures established by the Department of Human Rights under Article 7 of the Act regarding equal employment opportunities and affirmative action.

The Grantee further certifies that, if applicable, it will comply with "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works." (775 ILCS 10/0.01 et. seq.)

6.9 SEXUAL HARASSMENT. The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5)). A copy of the policies shall be provided to the Department upon request.

6.10 INTERNATIONAL ANTI-BOYCOTT CERTIFICATION. The Grantee hereby certifies that neither the Grantee nor any substantially owned affiliate company of the Grantee is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 ILCS 582/1 et seq.).



Alpha Temple M.B. Church
6701 S. Emerald
Chicago, Illinois 60621

Phone: (773) 723-6158
Fax: (773) 723-8351
Email: DDD12@msn.com

April 16, 2002

Nicole Becker
Illinois Dept. of Commerce and Community Affairs
620 East Adams/5th Floor
Springfield, Illinois 62701

Dear Nicole;

The land for this project will be transferred from the City of Chicago within the next several weeks. Our organization is working with the Chicago Dept. of Planning (Ms. Judy Jackson 312-744-4477). The clearing up of the deeds by the City of Chicago, coordinating efforts between Neighbor Space, the Dept. of Planning and Development has been the most time consuming. However; the land will be transferred within three months. Neighbor Space is a not-for-profit arm of the City to insure that land given to organizations for green space projects stays green space. Also; pays all land insurance's for organizations as long as space stays green space. Enclosed is an extension form of DCCA, please call me at (773)873-4995. Enclosed is our quarterly report.

Sincerely;

Kenny B. Smith
President/CEO/Founder

**ILLINOIS FIRST PROGRAM
EXPENSE REPORT**

Grantee Name: CHICAGO BEITFR. HOUSING ASSOCIATION
 Grantee Address: 6701 SOUTH EMERALD
CHICAGO ILL 60621
 FEIN: [REDACTED]
 Grant Agreement No: 01-127203
 Prepared By: KENNY B. SMITH
 Date: 3-30-01
 Phone: (312) 307-5436

Dept. of Commerce and Community Affairs
 620 East Adams
 Springfield, IL 62701

Report Period
 From: July 1, 2000 To: SEP 30, 2000

Report # 1
 Final? No

Budget Line Items or Activities (copied from your Grant Agreement)	1 Approved Budget	2 Prior Period Year to-Date Expenditures	3 Expenses Paid this Report Period	4 Year-to-Date Expenditures (2+3)	5 Funds Previously Received
Clearing and grubbing	\$4,500	0	0	0	0
Remove existing asphalt and paving	\$14,783	0	0	0	0
Remove existing concrete paving	\$11,280	0	0	0	0
Removal of underground debris	\$2,000	0	0	0	0
Install catch basin	\$10,000	0	0	0	0
Trench and install sewer pipe	\$18,600	0	0	0	0
Trench and install perforated drain tile and gravel	\$20,000	0	0	0	0
Install street connection	\$7,500	0	0	0	0
Purchase and install top soil	\$1,337	0	0	0	0
TOTAL	\$109,000	0	0	0	0

GRANTEE CERTIFICATION
 All expenditures from these project funds are for approved project costs only. Further, I certify that supporting documentation on actual expenditures is on file in our office, and that I have full signature authority to sign on behalf of this agency.

BY: Kenny B. Smith / PRESIDENT 3-30-01 (date)
 Authorized Official - Signature and Title

DCCA CERTIFICATION
 Authorized Payment: \$ _____
 Project Manager: [Signature] (date) 4/26/01
 Manager of Grant Unit or Bureau Coordinator: Ron [Signature] (date) 4-26-01
 Accounting (date)

**ILLINOIS FIRST PROGRAM
EXPENSE REPORT**

Grantee Name: CHICAGO BETTER HOUSING ASSOCIATION
 Grantee Address: 6702 South Franklin
CHICAGO, ILL 60621
 Dept. of Commerce and Community Affairs
 620 East Adams
 Springfield, IL 62701

FEIN: [REDACTED]
 Grant Agreement No: 01-127203
 Prepared By: KENNY R. SMITH
 Date: 3-30-01
 Phone: (312) 307-5436

Report Period
 From: OCT 1 To: DEC 31
2000 2000

Report # 2
 Final? NO

Budget Line Items or Activities (copied from your Grant Agreement)	1 Approved Budget	2 Prior Period Year-to-Date Expenditures	3 Expenses Paid this Report Period	4 Year-to-Date Expenditures (2+3)	5 Funds Previously Received
Clearing and grubbing	\$ 4,500	- 0 -	0	0	0
Remove existing asphalt and paving	\$ 14,783	- 0 -	0	0	0
Remove existing concrete paving	\$ 11,280	- 0 -	0	0	0
Removal of underground debris	\$ 2,000	- 0 -	0	0	0
Install catch basin	\$ 20,000	- 0 -	0	0	0
Trench and install sewer pipe	\$ 18,600	- 0 -	0	0	0
Trench and install perforated drain tile and gravel	\$ 20,000	- 0 -	0	0	0
Install street connection	\$ 7,500	0	0	0	0
Purchase and install top soil	\$ 1,337	- 0 -	0	0	0
TOTAL	\$ 100,000	- 0 -	0	0	0

GRANTEE CERTIFICATION		DCCA CERTIFICATION	
All expenditures from these project funds are for approved project costs only. Further, I certify that supporting documentation on actual expenditures is on file in our office, and that I have full signature authority to sign on behalf of this agency			
BY: <u>Kevin B. Smith</u>	<u>PRESIDENT</u>	<u>3-30-01</u>	<u>(date)</u>
Authorized Official - Signature and Title		Authorized Payment: \$	
Project Manager <u>Nancy Buehler</u>		4/25/01	
Manager of Grant Unit		(date)	
or Bureau Coordinator <u>Ron Pappas</u>		4-26-01	
Accounting		(date)	

**ILLINOIS FIRST PROGRAM
EXPENSE REPORT**

Grantee Name: CHICAGO BETTER HOUSING ASSOCIATION
 Grantee Address: 6701 SOUTH EMERALD
CHICAGO, ILL 60621
 FEIN: [REDACTED]
 Grant Agreement No: 01-127203
 Prepared By: KENNY B. SMITH
 Date: 1-30-01
 Phone: (312) 307-5936

Dept. of Commerce and Community Affairs
 620 East Adams
 Springfield, IL 62701

Report Period
 From: JAN 1 To: MARCH 31
2001 2001

Report # 3
 Final? NO

Budget Line Items or Activities (Copied from your Grant Agreement)	1 Approved Budget	2 Prior Period Year-to-Date Expenditures	3 Expenses Paid this Report Period	4 Year-to-Date Expenditures (2+3)	5 Funds Previously Received
Clearing and grubbing	\$ 4,500	--0--	--0--	--0--	--0--
Remove existing asphalt and paving	\$ 14,783	--0--	--0--	--0--	--0--
Remove existing concrete paving	\$ 11,280	--0--	--0--	--0--	--0--
Removal of underground debris	\$ 2,000	--0--	--0--	--0--	--0--
Install catch basin	\$ 20,000	--0--	--0--	--0--	--0--
Trench and install sewer pipe	\$ 18,600	--0--	--0--	--0--	--0--
Trench and install perforated drain tile and gravel	\$ 20,000	--0--	--0--	--0--	--0--
Install street connection	\$ 7,500	--0--	--0--	--0--	--0--
Purchase and install top soil	\$ 1,337	--0--	--0--	--0--	--0--
TOTAL	\$100,000	--0--	--0--	--0--	--0--

GRANTEE CERTIFICATION
 All expenditures from these project funds are for approved project costs only. Further, I certify that supporting documentation on actual expenditures is on file in our office, and that I have full signature authority to sign on behalf of this agency

BY: Kenny B. Smith / PRESIDENT 1-30-01 (date)
 Authorized Official - Signature and Title

DCCA CERTIFICATION
 Authorized Payment: \$ _____
 Project Manager James Benson (date) 4/25/01
 Manager of Grant Unit or Bureau Coordinator Ken Pfundt (date) 4-26-01
 Accounting (date)

**ILLINOIS FIRST PROGRAM
EXPENSE REPORT**

Grantee Name: CHICAGO BETTER HOUSING ASSOCIATION Dept. of Commerce and Community Affairs
 Grantee Address: 6701 SOUTH EMERALD 620 East Adams
CHICAGO, ILL 60621 Springfield, IL 62701

FEIN: [REDACTED]
 Grant Agreement No: 01-127203
 Prepared By: KENNY B. SMITH
 Date: 8-1-01
 Phone: (312) 307-5436

Report Period
 From: 4-1-2001 To: 6-30-2001
 Report # 4
 Final? N

Budget Line Items or Activities (copied from your Grant Agreement)	1 Approved Budget	2 Prior Period Year-to-Date Expenditures	3 Expenses Paid this Report Period	4 Year-to-Date Expenditures (2+3)	5 Funds Previously Received
Clearing and grubbing	\$ 4,500	-0-	-0-	-0-	4500
Remove existing asphalt and paving	14,783	-0-	-0-	-0-	14783
Remove existing concrete paving	11,280	-0-	-0-	-0-	11280
Removal of underground debris	2,000	-0-	-0-	-0-	2000
Install catch basin	20,000	-0-	-0-	-0-	20000
Excavate and install sewer pipe	18,600	-0-	-0-	-0-	18600
Excavate and install perforated drain tile and gravel	20,000	-0-	-0-	-0-	20000
Install street connection	7,500	-0-	-0-	-0-	7500
Purchase and install top soil	1,337	-0-	-0-	-0-	1337
TOTAL	\$106,000	-0-	-0-	-0-	100000

GRANTEE CERTIFICATION		DCCA CERTIFICATION	
All expenditures from these project funds are for approved project costs only. Further, I certify that supporting documentation on actual expenditures is on file in our office, and that I have full signature authority to sign on behalf of this agency.			
BY: <u>Kenny B. Smith / President</u>	<u>8-1-01</u>	Authorized Payment: \$ <u>100000</u>	Project Manager <u>Kenny B. Smith</u> (date) <u>8/22/01</u>
Authorized Official - Signature and Title	(date)	Manager of Grant Unit or Bureau Coordinator <u>Ken Rydzynski</u> (date) <u>8/30/01</u>	Accounting (date)

**ILLINOIS FIRST PROGRAM
EXPENSE REPORT**

Grantee Name: CHICAGO BETTER HOUSING ASSOCIATION Dept. of Commerce and Community Affairs
 Grantee Address: 6701 S. EMERALD 620 East Adams
CHICAGO, ILLINOIS 60621 Springfield, IL 62701

FEIN: [REDACTED]
 Grant Agreement No: 01-127203
 Prepared By: KENNY B. SMITH
 Date: SEPT. 30 Report Period From: 7/1/01 To: SEPT. 30 2001
 Phone: (312) 307-5936 Report # 3 Final? NO

Budget Line Items or Activities (copied from your Grant Agreement)	Report Period				Funds Previously Received
	1 Approved Budget	2 Prior Period Year-to-Date Expenditures	3 Expenses Paid this Report Period	4 Year-to-Date Expenditures (2+3)	
clearing and grubbing		0	0	0	5
remove existing asphalt and paving	4,500	0	0	0	4,500
remove existing concrete paving	14,783	0	0	0	14,783
removal of underground debris	11,280	0	0	0	11,280
install catch basin	2,000	0	0	0	2,000
rench and install sewer pipe	20,000	0	0	0	20,000
rench and install perforated drain tile and gravel	18,600	0	0	0	18,600
install street connection	20,000	0	0	0	20,000
purchase and install top soil	7,500	0	0	0	7,500
TOTAL	100,000	0	0	0	100,000

GRANTEE CERTIFICATION

All expenditures from these project funds are for approved project costs only. Further, I certify that supporting documentation on actual expenditures is on file in our office, and that I have full signature authority to sign on behalf of this agency.

BY: Kenny B. Smith PRESIDENT 9-30-01 (date)
 Authorized Official - Signature and Title

71100-63802 DCCA CERTIFICATION EIF
 Authorized Payment: \$ 0
 Project Manager: [Signature] (date) 12/1/01
 Manager of Grant Unit or Bureau Coordinator: Ron [Signature] (date) 12/1/01
 Accounting (date)

**ILLINOIS FIRST PROGRAM
EXPENSE REPORT**

Grantee Name: CHICAGO BETTER HOUSING ASSOCIATION
 Grantee Address: 6701 S. EMERALD
CHICAGO, ILLINOIS 60621
 FEIN: [REDACTED]
 Grant Agreement No: 01-127203
 Prepared By: KENNY B SMITH
 Date: 11-23-01
 Phone: (312) 307-5936

Dept. of Commerce and Community Affairs
 620 East Adams
 Springfield, IL 62701

Report Period
 From: OCT, 1 2001 To: DEC, 31 2001
 Report # 6
 Final? NO

Budget Line Items or Activities (copied from your Grant Agreement)	1 Approved Budget	2 Prior Period Year-to-Date Expenditures	3 Expenses Paid this Report Period	4 Year-to-Date Expenditures (2+3)	5 Funds Previously Received
Clearing and grubbing		0	0	0	
Remove existing asphalt and paving	4,500	0	0	0	4,500
Remove existing concrete paving	14,783	0	0	0	14,783
Removal of underground debris	11,280	0	0	0	11,280
Install catch basin	2,000	0	0	0	2,000
Trench and install sewer pipe	20,000	0	0	0	20,000
Trench and install perforated drain tile and gravel	18,600	0	0	0	18,600
Install street connection	20,000	0	0	0	20,000
Purchase and install top soil	7,500	0	0	0	7,500
TOTAL	1,337,000	0	0	0	1,337,000

GRANTEE CERTIFICATION
 All expenditures from these project funds are for approved project costs only. Further, I certify that supporting documentation on actual expenditures is on file in our office, and that I have full signature authority to sign on behalf of this agency.

BY: Kenny B. Smith PRESIDENT 11-23-01 (date)
 Authorized Official - Signature and Title

Authorized Payment: \$ 71,100 DCCA CERTIFICATION FIF

Project Manager: [Signature] (date) 11/23/01
 Manager of Grant Unit or Bureau Coordinator: [Signature] (date) 11/23/01
 Accounting: [Signature] (date) 11/23/01

**ILLINOIS FIRST PROGRAM
EXPENSE REPORT**

Grantee Name: CHICAGO BETTER HOUSING ASSOCIATION Dept. of Commerce and Community Affairs
 Grantee Address: 6701 SOUTH EMERALD 620 East Adams
CHICAGO ILLINOIS 60621 Springfield, IL 62701
 FEIN: [REDACTED]
 Grant Agreement No: 01-127203
 Prepared By: KENNETH B. SMITH
 Date: 03-31-2002
 Phone: 312-307-5116

Report Period
From: JAN 1 2002 To: MARCH 31 2002

Report # 5
Final? N/O

Budget Line Items or Activities (copied from your Grant Agreement)	1 Approved Budget	2 Prior Period Year to Date Expenditures	3 Expenses Paid this Report Period	4 Year-to-Date Expenditures (2+3)	5 Funds Previously Received
Clearing and grubbing					
Remove existing asphalt and paving	\$ 4,500	0-	0-	0-	\$ 4,500
Remove existing concrete paving	\$ 14,785	0-	0-	0-	\$ 14,785
Removal of underground debris	\$ 11,280	0-	0-	0-	\$ 11,280
Install catch basin	\$ 2,000	0-	0-	0-	\$ 2,000
Trench and install sewer pipe	\$ 20,000	0-	0-	0-	\$ 20,000
Trench and install perforated drain tile and gravel	\$ 18,600	0-	0-	0-	\$ 18,600
Install street connection	\$ 20,000	0-	0-	0-	\$ 20,000
Purchase and install top soil	\$ 7,500	0-	0-	0-	\$ 7,500
TOTAL	\$ 100,000	0-	0-	0-	\$ 113,377

GRANTEE CERTIFICATION
 All expenditures from these project funds are for approved project costs only. Further, I certify that supporting documentation on actual expenditures is on file in our office, and that I have full signature authority to sign on behalf of this agency

BY: Kenneth B. Smith PRESIDENT (date) 3-31-02
 Authorized Official - Signature and Title

Authorized Payment: \$ 71,100.00 DCCA CERTIFICATION 11

Project Manager [Signature] (date) 4/24/02
 Manager of Grant Unit or Bureau Coordinator [Signature] (date) 4/24/02
 Accounting [Signature] (date)

(Extensions in progress)

DECEMBER 28 2002
 AUG 28 2002
 ILLINOIS FIRST GRA
 Dept. of Commerce and Community Affairs
 620 East Adams
 Springfield, IL 62701

ILLINOIS FIRST PROGRAM
 EXPENSE REPORT

Grantee Name: CHICAGO BETTER HOUSING ASSOCIATION
 Grantee Address: 6701 S. EMERALD
CHICAGO, ILLINOIS 60621
 FEIN: [REDACTED]
 Grant Agreement No: 07-127203
 Prepared By: KENNY B. SMITH
 Date: 7-11-02
 Phone: 312-307-5936

Report Period
 From: 4-1-02 To: 6-30-02
 Report # 3
 Final?

Budget Line Items or Activities (Copied from your Grant Agreement)	1 Approved Budget	2 Prior Period Year-to-Date Expenditures	3 Expenses Paid this Report Period	4 Year-to-Date Expenditures (2+3)	5 Funds Previously Received
Clearing and grubbing	\$ 4,500	- 0 -	- 0 -	- 0 -	
Remove existing asphalt and paving	14,783	- 0 -	- 0 -	- 0 -	
Remove existing concrete paving	11,280	- 0 -	- 0 -	- 0 -	
Removal of underground debris	2,000	- 0 -	- 0 -	- 0 -	
Install catch basin	20,000	- 0 -	- 0 -	- 0 -	
Trench and install sewer pipe	18,600	- 0 -	- 0 -	- 0 -	
Trench and install perforated drain tile and gravel	20,000	- 0 -	- 0 -	- 0 -	
Install street connection	7,500	- 0 -	- 0 -	- 0 -	
Purchase and install top soil	1,337	- 0 -	- 0 -	- 0 -	
TOTAL	\$100,000				100,000

GRANTEE CERTIFICATION

All expenditures from these project funds are for approved project costs only. Further, I certify that supporting documentation on actual expenditures is on file in our office, and that I have full signature authority to sign on behalf of this agency.

BY: Kenny B. Smith / PRESIDENT 7-1-02 (date)
 Authorized Official - Signature and Title

DCCA CERTIFICATION

Authorized Payment: \$ - 0 -

Project Manager: Carla Neudinger 9/6/02
 Manager of Grant Unit
 or Bureau Coordinator: Phyllis (date) 9/6/02
 Accounting (date)

ILLINOIS FIRST PROGRAM
EXPENSE REPORT

10/18/02
Approved for services
to be provided
to the client
of the
Illinois
First
Program
OCT 15 2002
IL FIRST GRAI

Grantee Name: CHICAGO BETTER HOUSING ASSOCIATION
Grantee Address: 6701 SOUTH EMERALD CHICAGO, ILL 60621
FEIN: [REDACTED]
Grant Agreement No: 01-127203
Prepared By: KENNY B. SMITH
Date: 9-30-02
Phone: (312) 307-5936

Dept. of Commerce and Community Affairs
620 East Adams
Springfield, IL 62701

Report Period
From: 7-1-01 To: 9-30-02
Report # Final? 4

Budget Line Items or Activities (copied from your Grant Agreement)	1 Approved Budget	2 Prior Period Year-to-Date Expenditures	3 Expenses Paid this Report Period	4 Year-to-Date Expenditures (2+3)	5 Funds Previously Received
clearing and grubbing	\$ 4,500	--0--	--0--	--0--	--0--
remove existing asphalt and paving	14,783	--0--	--0--	--0--	--0--
remove existing concrete paving	11,280	--0--	--0--	--0--	--0--
removal of underground debris	3,000	--0--	--0--	--0--	--0--
install catch basin	20,000	--0--	--0--	--0--	--0--
excavate and install sewer pipe	18,600	--0--	--0--	--0--	--0--
excavate and install perforated drain tile and gravel	20,000	--0--	--0--	--0--	--0--
install street connection	7,500	--0--	--0--	--0--	--0--
purchase and install top soil	1,337	--0--	--0--	--0--	--0--
TOTAL	\$ 100,000	--0--	--0--	--0--	100,000

GRANTEE CERTIFICATION

All expenditures from these project funds are for approved project costs only. Further, I certify that supporting documentation on actual expenditures is on file in our office, and that I have full signature authority to sign on behalf of this agency.

BY: Kenny B. Smith / PRESIDENT
Authorized Official - Signature and Title

9-30-02 (date)

DCCA CERTIFICATION

Authorized Payment: \$

Project Manager: Carla Neudorfer 10/18/02
Manager of Grant Unit or Bureau Coordinator: [Signature] (date) 10/18/02
Accounting: [Signature] (date)

**ILLINOIS FIRST PROGRAM
EXPENSE REPORT**

Grantee Name: CHICAGO BETTER HOUSING ASSOCIATION Dept. of Commerce and Community Affairs
 Grantee Address: 6701 South Emerald 620 East Adams
CHICAGO ILL 60621 Springfield, IL 62701

FEIN: [REDACTED]
 Grant Agreement No: 01-127203 Report Period From: 10-1-02 To: 12-31-02 Report # 5
 Prepared By: KENNY B. SMITH
 Date: 12-31-02 Final?
 Phone: (312) 307-5936

Budget Line Items or Activities (copied from your Grant Agreement)	1 Approved Budget	2 Prior Period Year-to-Date Expenditures	3 Expenses Paid this Report Period	4 Year-to-Date Expenditures (2+3)	5 Funds Previously Received
Clearing and grubbing	\$ 4,500	- 0 -	- 0 -	- 0 -	- 0 -
Remove existing asphalt and paving	14,783	- 0 -	- 0 -	- 0 -	- 0 -
Remove existing concrete paving	11,280	- 0 -	- 0 -	- 0 -	- 0 -
Removal of underground debris	2,000	- 0 -	- 0 -	- 0 -	- 0 -
Install catch basin	20,000	- 0 -	- 0 -	- 0 -	- 0 -
Trench and install sewer pipe	18,600	- 0 -	- 0 -	- 0 -	- 0 -
Trench and install perforated drain tile and gravel	20,000	- 0 -	- 0 -	- 0 -	- 0 -
Install street connection	7,500	- 0 -	- 0 -	- 0 -	- 0 -
Purchase and install top soil	1,337	- 0 -	- 0 -	- 0 -	- 0 -
TOTAL	\$100,000	- 0 -	- 0 -	- 0 -	\$100,000

GRANTEE CERTIFICATION All expenditures from these project funds are for approved project costs only. Further, I certify that supporting documentation on actual expenditures is on file in our office, and that I have full signature authority to sign on behalf of this agency.	DCCA CERTIFICATION Authorized Payment: \$ - 0 -	
	Project Manager <u>Carla Needham</u> (date) <u>1/8/03</u> Manager of Grants Unit or Bureau Coordinator <u>[Signature]</u> (date) <u>1/13/03</u> Accounting	
BY: <u>Kenny B. Smith</u> PRESIDENT <u>12-31-02</u> (date) Authorized Official - Signature and Title		

REVISED

**ILLINOIS FIRST PROGRAM
EXPENSE REPORT**

Grantee Name: Chicago Better Housing Association
 Grantee Address: 8701 South Emerald
 Chicago, Illinois 60621
 Grant No: 01-127203
 Prepared By: Kenny B. Smith
 Phone: (312) 307-5936

Dept. of Commerce and Community Affairs
 620 East Adams, Springfield, IL 62701

Report Period
 From: JAN 1, 2003 To: MARCH 2003
 Final? (Y/N) | 6

Budget Line Items or Activities (Grantee must copy from Grant Agreement PART I or subsequent modification)	1 Approved Budget (AS in PART I of Grant Agreement or subsequent modification)	2 Print Period Year to Date Expenditures (Grant Funds Only)	3 Expenses Paid this Report Period (Grant Funds Only)	4 Year to Date Expenditures (2+3) (Grant Funds Only)	5 Funds Previously Received (Grant Funds Only)
Cleaning and grubbing	\$ 4,500	-0-	\$ 4,500	\$ 4,500	-0-
Remove existing asphalt and paving	14,783	-0-	14,783	14,783	-0-
Remove existing concrete paving	11,280	-0-	11,280	11,280	-0-
Remove underground drains	2,000	-0-	2,000	2,000	-0-
Install catch basin	20,000	-0-	20,000	20,000	-0-
Trench and install 4" pipe and install perforated drain tile and gravel	18,800	-0-	18,800	18,800	-0-
Install street connection top soil	20,000	-0-	20,000	20,000	-0-
Purchase and install top soil	7,500	-0-	7,500	7,500	-0-
	1,337	-0-	1,337	1,337	-0-
TOTAL	\$ 100,000		\$ 45,563	\$ 45,563	\$ 100,000

GRANTEE CERTIFICATION

All expenditures from these project funds are for approved project costs only. Further, I certify that supporting documentation on actual expenditures is on file in our office, and that I have full signature authority to sign on behalf of this agency.

Signature: Kenny B. Smith (date) 4-4-03
 Authorized Official Signature and Title

DCCA CERTIFICATION

Authorized Payment: \$ 0
 Grant Period: 7/00 to 6/30/04 (FIF) Bond
 Project Manager: [Signature] (date) 6/25/04
 Manager of Grant Unit: [Signature] (date) 6/25/04
 of Bureau Coordinator: [Signature] (date) 6/25/04
 Accountant: [Signature] (date) 6/25/04

REVISED

**ILLINOIS FIRST PROGRAM
EXPENSE REPORT**

Grantee Name: Chicago Better Housing Association
 Grantee Address: 8701 South Emerald
 Chicago, Illinois 60621
 Grant No: 01-127203
 Prepared By: Kenny B. Smith
 Phone: (312) 307-6936

FEIN: [REDACTED]
 Date: 6-30-03
 Dept. of Commerce and Community Affairs
 620 East Adams, Springfield, IL 62701
 Report Period From: 4-1-03 To: 6-30-03
 Final? (Y/N) 7

Budget Line Items or Activities (Grantee must copy from Grant Agreement, PART I or subsequent modification)	1 Approved Budget (As in PART I of Grant Agreement or subsequent modification)	2 Prior Period Year to Date Expenditures (Grant Funds Only)	3 Expenses Paid this Report Period (Grant Funds Only)	4 Year to Date Expenditures (2+3) (Grant Funds Only)	5 Funds Previously Received (Grant Funds Only)
Cleaning and grubbing	\$ 4,500	\$ 4,500	-0-	\$ 4,500	-0-
Remove existing asphalt and paving	14,783	14,783	-0-	14,783	-0-
Remove existing concrete	11,280	11,280	-0-	11,280	-0-
Install underground drains	2,000	2,000	-0-	2,000	-0-
Install catch basin	20,000	13,000	\$ 7,000	20,000	-0-
Trench and install 4" PVC pipe	18,800	-0-	18,600	18,600	-0-
Install 18" man hole and gravel	20,000	-0-	-0-	-0-	-0-
Install street connection	7,500	-0-	-0-	-0-	-0-
Purchase and install top soil	1,337	-0-	-0-	-0-	-0-
TOTAL	\$ 100,000	\$ 45,563	\$ 25,600	\$ 71,163	-0-

GRANTEE CERTIFICATION

All expenditures from these project funds are for approved project costs only. Further, I certify that supporting documentation on actual expenditures is on file in our office, and that I have full signature authority to sign on behalf of this agency.

By: Kenny B. Smith PRESIDENT
 Authorized Official Signature and Title

Date: 6-30-03 (date)

DCCA CERTIFICATION

Authorized Payment: \$ 0

Grant Period: 7-1-00 to 6-30-04 (FIF/Bond)

Project Manager: [Signature] (date) 6-25-04

Manager of Grant Unit or Bureau Coordinator: [Signature] (date) 6/25/04

Accountant: [Signature] (date) [Signature]

REVISED

**ILLINOIS FIRST PROGRAM
EXPENSE REPORT**

Grantee Name: Chicago Better Housing Association
 Grantee Address: 8701 South Emerald
 Chicago, Illinois 60621
 Grant No: 01-127203
 Prepared By: Kenny B. Smith
 Phone: (312) 307-9936

Dept. of Commerce and Community Affairs
 620 East Adams, Springfield, IL 62701

Report Period From: 7-1-03 To: 9-1-03

FEIN: [REDACTED]

Date: 10-10-03

Final? (Y/N) 8

Budget Line Items or Activities (Grantee must copy from Grant Agreement PART I or subsequent modification)	1 Approved Budget (AS in PART I of Grant Agreement or subsequent modification)	2 Prior Period Year to Date Expenditures (Grant Funds Only)	3 Expenses Paid this Report Period (Grant Funds Only)	4 Year-to Date Expenditures (2+3) (Grant Funds Only)	5 Funds Previously Received (Grant Funds Only)
Cleaning and grubbing	\$ 4,500	\$ 4,500	-0-	\$ 4,500	-0-
Remove existing asphalt and paving	14,783	14,783	-0-	14,783	-0-
Remove existing concrete paving	11,280	11,280	-0-	11,280	-0-
Remove existing underground drains	2,000	2,000	-0-	2,000	-0-
Install catch basin	20,000	20,000	-0-	20,000	-0-
Trench and install 18" pipe	18,800	18,800	-0-	18,800	-0-
Install 18" pipe installed perforated drain tile and gravel	20,000	20,000	\$ 20,000	20,000	-0-
Install street connection	7,500	-0-	2,000	2,000	-0-
Purchase and install top soil	1,337	-0-	-0-	-0-	-0-
TOTAL	\$ 100,000	\$ 71,163	\$ 22,000	\$ 93,163	\$ 100,000

GRANTEE CERTIFICATION

All expenditures from these project funds are for approved project costs only. Further, I certify that supporting documentation on actual expenditures is on file in our office, and that I have full signature authority to sign on behalf of this agency.

By: Kenny B. Smith (Signature) 10-10-03 (date)
 Authorized Official Signature and Title

DCCA CERTIFICATION

Authorized Payment: \$ 0

Grant Period: 7/01/03 to 6/30/04 (FIF) Bond

Project Manager: [Signature] (date) 6-25-04

Manager of Grant Unit or Bureau Coordinator: [Signature] (date) 6/25/04

Accounting: [Signature] (date)

REVISER

**ILLINOIS FIRST PROGRAM
EXPENSE REPORT**

Grantee Name: Chicago Better Housing Association
 Grantee Address: 8701 South Emerald
 Chicago, Illinois 60621
 Grant No: 01-127203
 Prepared By: Kenny B. Smith
 Phone: (312) 307-8936

FEIN: [REDACTED]
 Date: 12-10-03

Dept. of Commerce and Community Affairs
 620 East Adams, Springfield, IL 62701
 Report Period From: 10-1-03 To: 12-31-03
 Final? (Y/N) [9]

REPORT # 9

Budget Line Items or Activities (Grantee must copy from Grant Agreement, PART I or subsequent modification)	1 Approved Budget (AS in PART I of Grant Agreement or subsequent modification)	2 Prior Period Year to Date Expenditures (Grant Funds Only)	3 Expenses Paid this Report Period (Grant Funds Only)	4 Year to Date Expenditures (2+3) (Grant Funds Only)	5 Funds Previously Received (Grant Funds Only)
Clearing and grubbing	\$ 4,500	4,500	-0-	4,500	-0-
Remove existing asphalt and paving	14,783	14,783	-0-	14,783	-0-
Remove existing concrete	11,280	11,280	-0-	11,280	-0-
Remove underground drains	2,000	2,000	-0-	2,000	-0-
Install catch basin trench and install	20,000	20,000	-0-	20,000	-0-
4 inch pipe trench and install performed drain tile and gravel	18,800	18,600	-0-	18,600	-0-
Install street connection	20,000	20,000	-0-	20,000	-0-
Purchase and install top soil	7,500	2,000	\$5,249.59	7,249.59	-0-
TOTAL	1,337	8	\$5,249.59	7,249.59	\$100,000
			\$ 93,763	\$5,249.59	\$ 100,000

GRANTEE CERTIFICATION

All expenditures from these project funds are for approved project costs only. Further, I certify that supporting documentation on actual expenditures is on file in our office, and that I have full signature authority to sign on behalf of this agency.

By: Kenny B. Smith PRESIDENT 12-10-03 (date)
 Authorized Official Signature and Title

DCCA CERTIFICATION

Authorized Payment: \$ 0

Grant Period: 7-1-00 to 6-30-04 (date) 6-25-04

Project Manager: [Signature]

Manager of Grant Unit or Bureau (Contributor): [Signature] (date) 6/25/04

Accounting: [Signature] (date) 6/25/04

ILLINOIS FIRST PROGRAM
EXPENSE REPORT

Grantee Name: CHICAGO BAITER HOUSING ASSOCIATION
 Grantee Address: 6701 SOUTH EMERALD
CHICAGO, ILL 60621
 Grant No: 01-12-7203
 Prepared By: KENNY A. SMITH
 Phone: (312) 307-5936
 Dept. of Commerce and Community Affairs
 620 East Adams, Springfield, IL 62701
 Report Period From: JAN 1, 2004 To: MARCH 31, 2004
 Final? (Y/N) Y
REPORT # 10

Budget Line Item, or Activities (Grantee must supply from Grant Agreement, PART I or subsequent modification)	1 Approved Budget (As in PART I of Grant Agreement or subsequent modification)	2 Prior Year to Date Expenditures (Grant Funds Only)	3 Expenses Paid this Report Period (Grant Funds Only)	4 Year-to-Date Expenditures (2+3) (Grant Funds Only)	5 Funds Previously Received (Grant Funds Only)
Clearing and grubbing	4,500	4,500	0	4,500	0
Remove existing underground	14,783	14,783	0	14,783	0
Removal of concrete paving	11,280	11,280	0	11,280	0
Removal of Underground debris	2,000	2,000	0	2,000	0
Install catch basin	20,000	20,000	0	20,000	0
Trench and install sewer pipes	18,600	18,600	0	18,600	0
Flags and hand painted	20,000	20,000	0	20,000	0
Install street lighting	7,500	7,500	3,500	7,500	0
Purchase of and install of top soil	1,337	1,337	1,337	1,337	0
TOTAL	\$ 100,000	\$ 98,412.59	\$ 1,587.41	\$ 100,000	\$ 100,000

GRANTEE CERTIFICATION

All expenditures from these project funds are for approved project costs only. Further, I certify that supporting documentation on actual expenditures is on file in our office, and that I have full signature authority to sign on behalf of this agency.

BY: Kenny A. Smith (date) 2-4-04
 Authorized Official - Signature and Title

DCCA CERTIFICATION

Authorized Payment: \$ 0
 Grant Period: 7/00 to 6-30-04 (date) 6-25-04
 Project Manager: [Signature]
 Manager of Grant Unit or Bureau Director: [Signature] (date) 6/25/04
 Accountant: [Signature] (date) 6/25/04



ILLINOIS DEPARTMENT OF COMMERCE AND COMMUNITY AFFAIRS

GEORGE H. RYAN
GOVERNOR

PAM MCDONOUGH
DIRECTOR

May 17, 2002

Mr. Kenny Smith
President
Chicago Better Housing Associa
6701 S Emerald
Chicago, IL 60621-2509

Re: Grant No. 01-127203

Dear Mr. Smith:

Enclosed is your fully executed copy of the modification to your grant agreement between your agency and the Department of Commerce and Community Affairs (DCCA). Please retain this modification along with your grant agreement for future reference.

If you have any questions regarding this modification, please contact your DCCA Grant Manager.

Sincerely,

Pam McDonough
Pam McDonough
Director

Enclosure

cc: DCCA Grant Manager

670 East Adams Street
Springfield, Illinois 62701

217/782-7500
FAX 217/785-6464 TDD 800/795-6055

James R. Thompson Center
100 West Randolph Street Suite 3-600
Chicago Illinois 60601

312/714-7179
FAX 312/714-6722 TDD 800/419-0667

Internet Address: <http://www.commerce.state.il.us>

607 East Adams Street
Springfield, Illinois 62701

217/785-2800
FAX 217/785-2618 TDD 217/785-0211

2309 West Main, Suite 110
Morton, Illinois 62559

618/997-4294
FAX 618/997-1825 TDD 800/926-0844

5/7/02

GRANT AGREEMENT MODIFICATION

RECEIVED
MAY 07 2002

- 1. Grant Recipient:
Chicago Better Housing Association
- 2. Grant Agreement: 01-127203 3. Modification No: 001
- 4. Current Grant Period: 07/01/2000 to 06/30/2002
- 5. Funding Source: COMM. ASSIST. - LEGISLATIVE
- 6. Purpose of Modification:

Change Date of Agreement from 07/01/2000 06/30/2002
to 07/01/2000 06/30/2004
TO CHANGE THE FOLLOWING: GRANT PERIOD,
DATE EXTENSION 06/30/2004

Except as modified herein, the basic Agreement remains unchanged, including all prior modifications as agreed to by the parties.

- 7. This modification has the following effect on the total amount of the Grant:

No Change

- 8. Signature:

Grantee:
Chicago Better Housing Association

By: *[Signature]*
Authorized Signature for Grantee
Name and Title

State of Illinois Department of Commerce and Community Affairs

By: *Pam McDonough*
Pam McDonough, Director

5-23-02
Date

WRITTEN DETERMINATION

Pursuant to
Section 33E-9
Criminal Code of 1961

In Compliance with Section 5/33E-9 of the Criminal Code of 1961,
720 ILCS 5/33E-9 1996 (STATE BAR EDITION), the undersigned
Pam McDonough, Director, on behalf of the
Illinois Department of Commerce and Community Affairs, hereinafter
referred to as "DCCA" hereby declares that the attached
amendment to Agreement # 01-127203 between DCCA and
Chicago Better Housing Association

is necessary and statutorily authorized for one or more of the
following reasons.

- The circumstances necessitating the change in performance were not reasonably foreseeable at the time the contract was executed.
- The change is germane to the original contract as signed.
- The change, as authorized under law, is in the best interest of DCCA for the following reason(s):

ILLINOIS DEPARTMENT OF COMMERCE AND COMMUNITY AFFAIRS

By: Pam McDonough
Pam McDonough, Director

5-23-02
Date

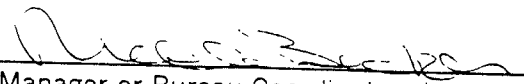
**Transmittal Cover Sheet for
Illinois FIRST
Request for Modification/Waiver**

GRANTEE NAME: Chicago Better Housing Association
DCCA GRANT #: 01-127203
GRANT EXPIRATION DATE: 06/30/02

Grant Manager Certification

The Illinois FIRST grant manager or bureau coordinator responsible for this project hereby certifies the following (check **ALL** that apply to the modification or waiver):

- The grant has not yet expired as of this submittal.
- The Grantee is requesting a change to the scope of work. I certify that the *original* scope of work referenced in the attached Request for Modification/Waiver form is identical to the scope of work that was included in the grant agreement or subsequent modification(s).
- The Grantee is requesting a change to the budget. I certify that the *original* budget included on the attached Request for Modification/Waiver form is identical to the budget that was included in the grant agreement or subsequent modification(s).
- The Grantee is requesting a date extension.
- The Grantee is requesting a change other than those enumerated above, which requires Legal review.
- The Grantee is requesting a waiver from the audit provisions in the Grant Agreement.
(Division of Audits' Approval of this Waiver: _____)
- This request was initiated by DCCA Accounting.
- This request was initiated as a result of a DCCA Monitoring finding.
- The proposed mod/waiver will affect a building, land or location other than that originally submitted for environmental review.
- The proposed changes are within bond guidelines (this is applicable to bond-funded projects, only).

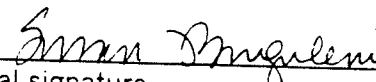


Grant Manager or Bureau Coordinator signature

04/23/02
Date

DCCA Legal Action

- Modification Approved - Grant manager is authorized to enter the modification into GRS and transmit modification package to Accounting.
- Modification Denied (see attached)
- Approved as a Waiver - Grant manager is responsible to transmit a copy of this approved waiver to the Grantee and to DCCA Accounting.



Legal signature

4/29/02
Date

Illinois Department of Commerce and Community Affairs
Illinois FIRST Program

REQUEST FOR MODIFICATION/WAIVER*

GRANTEE NAME: CHICAGO BETTER HOUSING ASSOCIATION
DCCA GRANT #: 01-127203 (the "Agreement")
GRANT EXPIRATION DATE: JUNE 30, 2002

- A. **SCOPE OF WORK** Please briefly detail why the modification to the scope of work is necessary. (A copy of the original scope showing all proposed revisions must be attached to this request). Note: Revisions will not be considered if they are inconsistent with the legislation authorizing the grant.
- B. **BUDGET** Using the form on the reverse, please list the original budget items and the requested revised budget. Note: Requests for an increase in the total grant amount will be denied.
- C. **DATE EXTENSION** Grantee requires additional time to complete the performance described in Part III of the agreement for which grant funds are provided, and requests that it be allowed until JUNE 30, 2004, to complete such performance. Grantee acknowledges that it has expended/legally obligated grant funds in the performance required by the grant during the original grant term and that if granted, the extension of time cannot exceed two (2) years.
- D. **OTHER** Please attach a separate page identifying the provision(s) that grantee wishes to modify and a written explanation supporting the request for change.

Kenny B. Smith KENNY B. SMITH 4-16-02
Authorized Signature for Grantee Printed Name Date

DEPARTMENT ACTION:

- Approved as a Modification, subject to the following conditions. OR
- Approved as a Waiver, subject to the following conditions:
- (1) All terms and conditions of the grant agreement remain in full force and effect until all performance required by the terms of the agreement are completed.
 - (2) If the period for performance has been extended, the close-out package referenced in Section 5.4B of the Agreement must be submitted no later than 45 days following any extended performance date.
 - (3) This request is limited to the provisions described herein and in no way impairs the Department's ability to seek legal recourse against the Grantee for non-compliance with either the provisions stated herein or any other provisions of the Agreement.
- Denied (see attached)

Pam McDonough
Pam McDonough, Director *mg SB*

Date: April 29, 2002

NOTE: Due to the Time Limit on Expenditure of Grant Funds imposed by the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), the extended grant term granted herein shall be deemed to take effect on 6/29/2002.

cc: _____ (Grant Manager); Keith Burklow (Accounting)

* Waivers will only be approved when the Department determines that it is in the best interest of the State of Illinois.



Illinois Department of Commerce and Community Affairs

George H. Ryan
Governor

Pam McDonough
Director

March 08, 2001

Mr. Kenny Smith
President
Chicago Better Housing Association
6701 S. Emerald
Chicago, IL 60621

Dear Mr. Smith:

Your executed grant agreement for Illinois FIRST grant 01-127203 requires that your organization submit quarterly reports as a condition of receiving the grant. Our records indicate that the following quarterly report(s) for your grant has/have not been received:

Reporting Period	Quarterly Status Report	Quarterly Expense Report	Year
July 1 - September 30		X	2000
October 1 - December 31		X	2000
January 1 - March 31			
April 1 - June 30			
July 1 - September 30			
October 1 - December 31			
January 1 - March 31			
April 1 - June 30			

In order to ensure compliance with the grant agreement, please mail the quarterly report(s) to my attention within 15 business days of the date of this letter. Reporting forms and instructions are attached for your use. If you have any questions regarding your grant, please call me at 217-785-6154.

Sincerely,

Nicole Becker
Grants Manager
Illinois FIRST Unit

Attachments

cc: File

Internet Address <http://www.commerce.state.il.us>

620 East Adams Street
Springfield, Illinois 62701

James R. Thompson Center
100 West Randolph Street, Suite 3-400
Chicago, Illinois 60601

325 West Adams Street, 3rd Floor
Springfield, Illinois 62704-1892

2309 West Main, Suite 118
Marion, Illinois 62959

217/782-7500
Fax: 217/785-6454 ■ TDD: 800/785-6055

312/814-7179
Fax: 312/814-6732 ■ TDD: 800/419-0667

217/785-2800
Fax: 217/785-2618 ■ TDD: 217/785-0211

618/997-4394
Fax: 618/997-1825 ■ TDD Relay: 800/526-0844



Illinois Department of Commerce and Community Affairs

George H. Ryan
Governor

Pam McDonough
Director

August 02, 2001

Mr. Kenny Smith
President
Chicago Better Housing Association
6701 S. Emerald
Chicago, IL 60621

Dear Mr. Smith:

Your executed grant agreement for Illinois FIRST grant 01-127203 requires that your organization submit quarterly reports as a condition of receiving the grant. Our records indicate that the following quarterly report(s) for your grant has/have not been received:

Reporting Period	Quarterly Status Report	Quarterly Expense Report	Year
04/01/2001 - 06/30/2001		X	2001

In order to ensure compliance with the grant agreement, please mail the quarterly report(s) to my attention within 15 business days of the date of this letter. Reporting forms and instructions are attached for your use. If you have any questions regarding your grant, please call me at 217-785-6154.

Sincerely,

Nicole Becker
Grants Manager
Illinois FIRST Unit

Attachments

cc: File

Internet Address <http://www.commerce.state.il.us>

620 East Adams Street
Springfield, Illinois 62701

James R. Thompson Center
100 West Randolph Street, Suite 3-400
Chicago, Illinois 60601

607 East Adams Street
Springfield, Illinois 62701

2309 West Main, Suite 118
Marion, Illinois 62959

217/782-7500
Fax: 217/524-1627 ■ TDD 800/785-6055

312/814-7179
Fax 312/814-6732 ■ TDD 800/419-0667

217/785-2800
Fax: 217/785-2618 ■ TDD 217/785-0211

618/997-4394
Fax: 618/997-1825 ■ TDD Relay: 800/526-0844



Illinois Department of Commerce and Community Affairs

George H. Ryan
Governor

Pam McDonough
Director

November 01, 2001

Mr. Kenny Smith
President
Chicago Better Housing Association
6701 S. Emerald
Chicago, IL 60621

Dear Mr. Smith:

Your recently executed grant agreement for Illinois FIRST grant 01-127203 requires that your organization submit quarterly reports for the *entire* term of the agreement. When you receive your executed agreement, the following quarterly report(s) for your grant will immediately become due for submittal:

Reporting Period	Quarterly Status Report	Quarterly Expense Report	Year
07/01/2001 - 09/30/2001		X	2001

If your project has not started, please fill out the top portion of the report(s), copy the line item titles and amounts from the Budget in your grant agreement in the two left columns, and write zeroes in the columns across. (Please note that one report *can* be marked for multiple quarters with no activity.) Remember to use your grant agreement as a guide for listing Budget Line Items and Approved Budget Amounts.

In order to ensure compliance with the grant agreement, please mail the quarterly report(s) to my attention within 15 business days of the date of this letter. Reporting forms and instructions were included with your grant agreement. If you require additional copies of these documents, or if you have any questions regarding your grant, please call me at 217-785-6154.

Sincerely,

Nicole Becker
Grants Manager
Illinois FIRST Unit

cc: File

Internet Address <http://www.commerce.state.il.us>

620 East Adams Street
Springfield, Illinois 62701

James R. Thompson Center
100 West Randolph Street, Suite 3-400
Chicago, Illinois 60601

607 East Adams Street
Springfield, Illinois 62701

2309 West Main, Suite 118
Marion, Illinois 62959

217/782-7500
Fax 217/524-1627 ■ TDD 800/785-6055

312/814-7179
Fax 312/814-6732 ■ TDD 800/419-0667

217/785-2800
Fax 217/785-2618 ■ TDD 217/785-0211

618/997-4394
Fax 618/997-1825 ■ TDD Relay 800/526-0844



Illinois Department of Commerce and Community Affairs

George H. Ryan
Governor

Pam McDonough
Director

August 01, 2002

Mr. Kenny Smith
President
Chicago Better Housing Association
6701 S. Emerald
Chicago, IL 60621

Dear Mr. Smith:

Your executed grant agreement for Illinois FIRST grant 01-127203 requires that your organization submit quarterly reports as a condition of receiving the grant. Our records indicate that the following quarterly report(s) for your grant has/have not been received:

Reporting Period	Quarterly Status Report	Quarterly Expense Report	Year
04/01/2002 - 06/30/2002		X	2002

In order to ensure compliance with the grant agreement, please mail the quarterly report(s) to my attention within 15 business days of the date of this letter. Reporting forms and instructions are attached for your use. If you have any questions regarding your grant, please call me at 217-557-5067.

Sincerely,

Carla Needham
Carla Needham
Grants Manager
Illinois FIRST Unit

Attachments

cc: File

Internet Address <http://www.commerce.state.il.us>

620 East Adams Street
Springfield, Illinois 62701

James R. Thompson Center
100 West Randolph Street, Suite 3-400
Chicago, Illinois 60601

607 East Adams Street
Springfield, Illinois 62701

2100 West Main, Suite 118
Marion, Illinois 62959

217-782-7500
Fax: 217-524-1627 • TDD: 800/785-6055

312-814-7170
Fax: 312/814-6732 • TDD: 800/419-0667

217-785-2800
Fax: 217-785-2618 • TDD: 217-785-0211

618/997-4304
Fax: 618/997-1825 • TDD Relay: 800/526-0844



Illinois Department of Commerce and Community Affairs

George H. Ryan
Governor

Pam McDonough
Director

April 12, 2002

Mr. Kenny Smith
President
Chicago Better Housing Association
6701 S. Emerald
Chicago, IL 60621-

Dear Mr. Smith:

Please be aware that your Illinois FIRST grant number 01-127203 is due to expire on June 30, 2002. The Illinois Department of Commerce and Community Affairs, which administers your grant, would like to alert you to your remaining responsibilities regarding this grant.

- If you will be unable to complete your project before June 30, 2002, the Department will consider a request for an end date extension. The form you will need to modify your Grant Agreement is attached. If an extension is necessary, please submit it *immediately*.
- If you have spent grant funds differently than your grant agreement authorized, you will need to use the attached modification form to request a formal grant modification before your project can be closed. (Your grant agreement allows a 10 percent variance in any budget line item without a modification. If you have added any new line items or activities, eliminated any line items or activities, or exceeded the 10 percent variance in any line, you must file a request for a modification.) Please note that modifications will not be granted if the expenditures are inconsistent with the authorizing legislation and legislative intent. Once again, if a modification is necessary, please submit it *immediately*.
- Some Illinois FIRST projects are required to submit Quarterly Expense Reports and/or Status Reports. Please continue to submit your reports as instructed by your grant manager, until your grant ends. If any reports are delinquent, you must submit them before your grant will be allowed to close.
- If you do not take action to extend your grant, you can expect to receive your Close-out Package in June; you must complete the package and submit it to the department by August 14, 2002.

If you have any questions regarding the contents of this package, or if you feel you have received this letter in error, please call your Illinois FIRST program manager, Nicole Becker, at 217-785-6154.

Sincerely,

Ron Pufundt, Manager
Illinois FIRST Grant Unit

Enclosure

Internet Address <http://www.commerce.state.il.us>

620 East Adams Street
Springfield, Illinois 62701

James R. Thompson Center
100 West Randolph Street, Suite 3-400
Chicago, Illinois 60601

607 East Adams Street
Springfield, Illinois 62701

2309 West Main, Suite 118
Manon, Illinois 62959

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Fax: 312-814-6732 • TDD: 800-419-0667

217-785-2800
Fax: 217-785-2618 • TDD: 217-785-0211

618/997-4394
Fax: 618-997-1825 • TDD Relay: 800/526-0844

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AUG 28 2002

IL FIRST Grant Unit

Alpha Temple M.B. Church
6701 S. Emerald
Chicago, Illinois 60621

Phone: (773) 723-6158
Fax: (773) 723-8351
Email: DDD12@msn.com

August 26, 2002

Carla Needham
Grant Manager
Illinois First Unit
620 East Adams Street
Springfield, Illinois 62701

Dear Ms. Needham:

I am writing to you regarding grant # 01-127203. Paula Freeze (Chicago Dept. of Planning and Development/312-744-4190) is moving the process forward to have the City lots transferred for this project. This is a very time consuming process. However; the land is set aside for this project by the City of Chicago. Enclosed is a copy of the quarterly report I sent to the State last month. If you have any questions, please do not hesitate to call me at 312-307-5936.

Sincerely;

A handwritten signature in cursive script that reads "Kenny B. Smith".

Kenny B. Smith
President/CEO/Founder



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OCT 15 2002
IL FIRST Grant Unit

Alpha Temple M.B. Church
6701 S. Emerald
Chicago, Illinois 60621

Phone: (773) 723-6158
Fax: (773) 723-8351
Email: DDD12@men.com

September 3, 2002

Judy Minor-Jackson
Assistant Commissioner
Southwest Planning and Development
City Hall, Room 1006
121 North LaSalle Street
Chicago, Illinois 60602

Dear Ms. Jackson;

I am writing to you per our phone conversation on 8-29-02 regarding Chicago Better Housing Association's (CBHA) Englewood Botanical Garden. Due to the many delays (more than two years) on the part of Neighbor Space (Whom is now going through a internal restructuring), CBHA is requesting that the land designated for this project be transferred to CBHA with a tax exempt status. As you know CBHA will develop 53 plus new homes in the Englewood Community. Therefore; our organization has the capacity to develop this Botanical Garden and use Neighbor Space as consultants (if needed). Also; there are many green space non-for-profits and the U.S. Dept. of Agriculture that offers pro-bono assistance. CBHA has a State grant (\$100,000) to complete this project. A list of the addresses and property pin numbers are as follows:

- 257 West 61st Street -- pin # 20-16-416-001
- 251 West 61st Street -- pin # 20-16-416-002
- 249 West 61st Street -- pin # 20-16-416-003

This has been a four year process to date. The CBHA and the community residents would like to see this project finally come to fruition. If you have any questions, Please do not hesitate to call.

Sincerely,

Kenny B. Smith
President/CEO/Founder

"Building A Better Future Since 1994"

COPY



RECEIVED
OCT 15 2002

IL FIRST Grant Unit

Alpha Temple M.B. Church
6701 S. Emerald
Chicago, Illinois 60621

Phone: (773) 723-6158
Fax: (773) 723-8351
Email: DDD12@msn.com

October 5, 2002

Carla Needham
Grant Manager
Illinois First Unit
Illinois Department of Commerce Community Affairs
620 East Adams Street
Springfield, Illinois 62701

Dear Ms. Needham;

Finally; As a result of the enclosed correspondence from our organization to Judy Jackson (Chicago Dept. of Planning), the proper paper work/request is done. Also; Ms. Jackson forwarded a copy of my letter to the Mayors office. Our organization will have site control of the land needed for this project before the year end.

Sincerely,

A handwritten signature in cursive script that reads "Kenny B. Smith".

Kenny B. Smith
President/CEO/Founder



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JAN 08 2003

Illinois First Grant Unit

Alpha Temple M.B. Church
6701 S. Emerald
Chicago, Illinois 60621

Phone: (773) 723-6158
Fax: (773) 723-8351
Email: DDD12@msn.com

December 31, 2002

**Carla Needham
Grants Manager
Illinois First Unit**

Dear Ms. Needham;

I am writing to you regarding Illinois First grant 01-127203 (quarterly report). Neighbor - Space is the City appointed agency designated to manage all of the City's small gardens (312-431-9406). Finally; NeighborSpace submitted our application/request to City Council for the land to be transferred for our project this quarter. Chicago Better Housing Association will have site control and the City's permission to start within the first quarter of 2003. Construction will start on the garden April or May 2003. No money has been spent to date.

Sincerely;

A handwritten signature in cursive script that reads "Kenny B. Smith".

**Kenny B. Smith
President/CEO/Founder**

"Building A Better Future Since 1994"

cc: Tim Dunkel/DCCA



RECEIVED

APR 16 2003

Illinois First Grant Unit

Alpha Temple M.B. Church
6701 S. Emerald
Chicago, Illinois 60621

Phone: (773) 723-6156
Fax: (773) 723-8351
Email: DDD12@msn.com

April 4, 2003

DCCA
Paula Vehovic *CARLA N.*
620 East Adams
Springfield, Illinois 62701

Dear Ms. Vehovic;

I am writing to you to give you a progress/quarterly report on grant # 01-127203. We received approval from NeighborSpace to began work on our garden project. Our organization's contractor has completed the following line items:

- Clearing and grubbing
- Removed existing asphalt and paving
- Removed existing concrete paving
- Removed underground debris

Chicago Better Housing Association (CBHA) has spent to date a total of \$32,563. We hope to finish the entire project during the of summer of 2003.

Sincerely;

A handwritten signature in cursive script that reads "Kenny B. Smith".

Kenny B. Smith
President/CEO/Founder



ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

ROD R. BLAGOJEVICH
GOVERNOR

JACK LAVIN
DIRECTOR

June 07, 2004

Mr. Kenny Smith, President
Chicago Better Housing Associa
C/O Chicago Better Housing Associa
6701 S EMERALD AVE
Chicago, IL 60621-2509

Re: Subgrant No. 01-127203 Chicago Better Housing As

Dear Mr. Smith:

The Illinois Department of Commerce and Economic Opportunity is currently in the process of closing out the above referenced grant. To facilitate this process we are enclosing a close-out package and applicable instructions. Please complete the information requested and return by August 14, 2004 to:

Department of Commerce and Economic Opportunity
Accounting Office
620 E. Adams Street - 2nd Floor
Springfield, Illinois 62701

If your grant agreement, under Part II, Section 2.5, requires a final expense and status report; the submittal of the enclosed close-out package will serve to satisfy the reporting requirements, once your package is approved by the Department.

If your grant agreement, under Part II, Section 2.5, requires quarterly status and/or expense reports, you may elect not to submit the reports for the last period of your grant agreement provided you have already received the full amount of the grant funds as stated in your grant agreement. In other words, if you have not received all of your grant funds, you must submit an expense report to request the remaining funds prior to the completion and submittal of the enclosed close-out package.

You must continue to meet the requirements of proper cash management for the remaining term of your grant by limiting cash to an amount necessary to meet immediate cash needs. Excess cash should be returned to the Department immediately. Upon final submission of your close-out, any remaining unexpended cash should be refunded as defined in the enclosed procedures.

Should you have questions about the close-out package or instructions please contact Dave Nelson at (217) 524-0255.

Sincerely,

Christi DeGroot
Assistant Manager
Accounting Office

CC: Patty Hughes
Close-out File

Internet Address <http://www.commerce.state.il.us>

620 East Adams Street
Springfield, Illinois 62701

James R. Thompson Center
100 West Randolph Street, Suite 3-400
Chicago, Illinois 60601

607 East Adams Street
Springfield, Illinois 62701

2309 West Main, Suite 118
Marion, Illinois 62959

217/782-7500
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312/814-7179
FAX 312/814-6732 TDD 800/419-0667

217/785-2800
FAX 217/785-2618 TDD 217/785-0211

618/997-4394
FAX 618/997-1825 TDD 800/526-0844



Alpha Temple M.B. Church
6701 S. Emerald
Chicago, Illinois 60621

Phone: (773) 723-6158
Fax: (773) 723-8351
Email: DDD12@msn.com

October 14, 2003

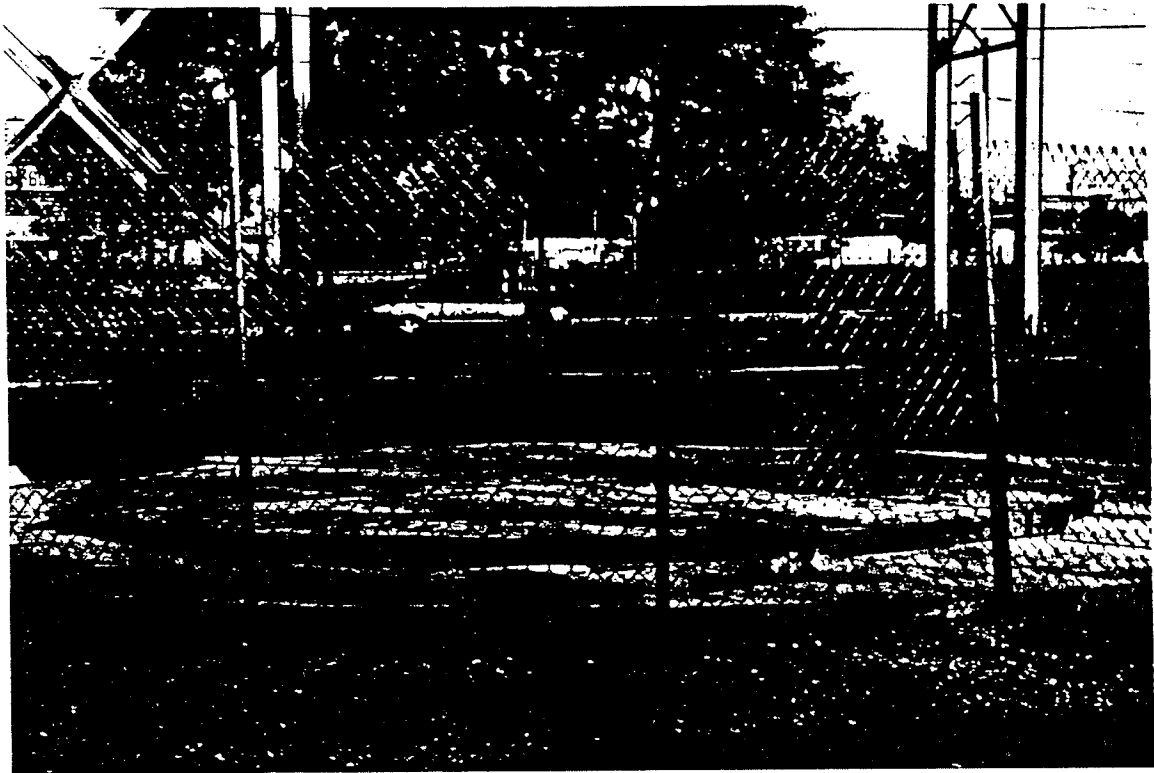
DCEO
Paula Vehovic
620 East Adams
Springfield, Illinois 62701

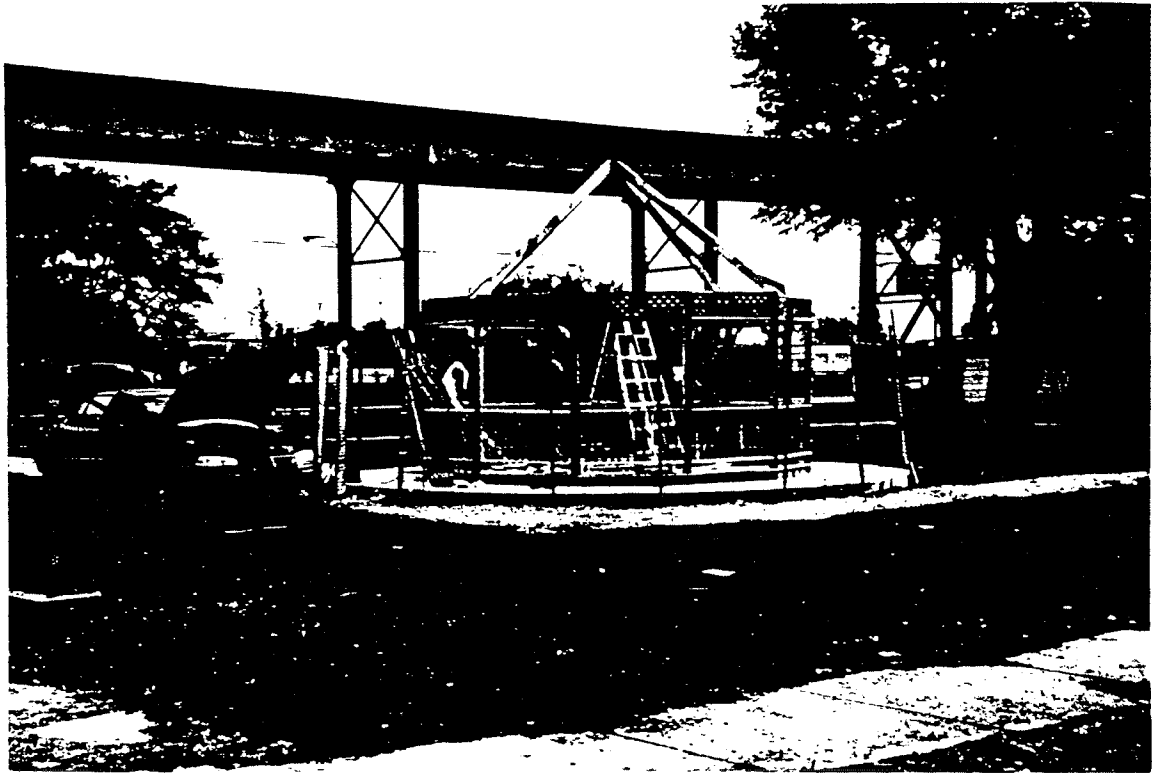
Dear Ms. Vehovic;

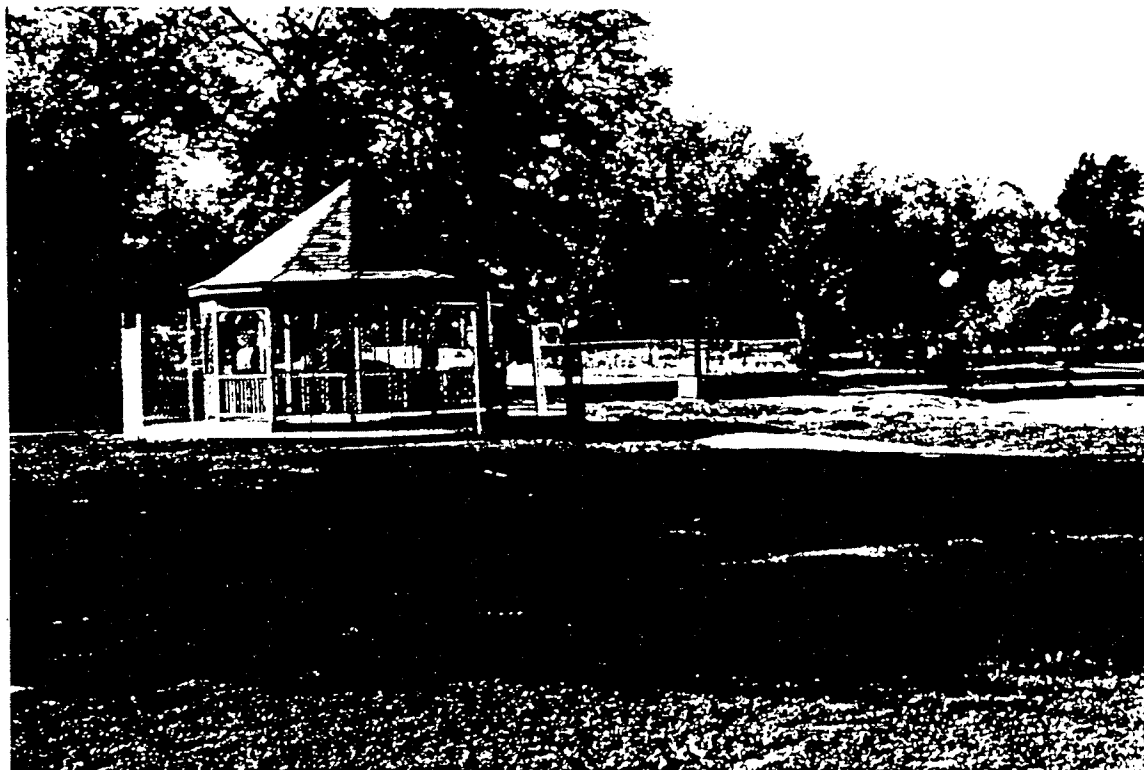
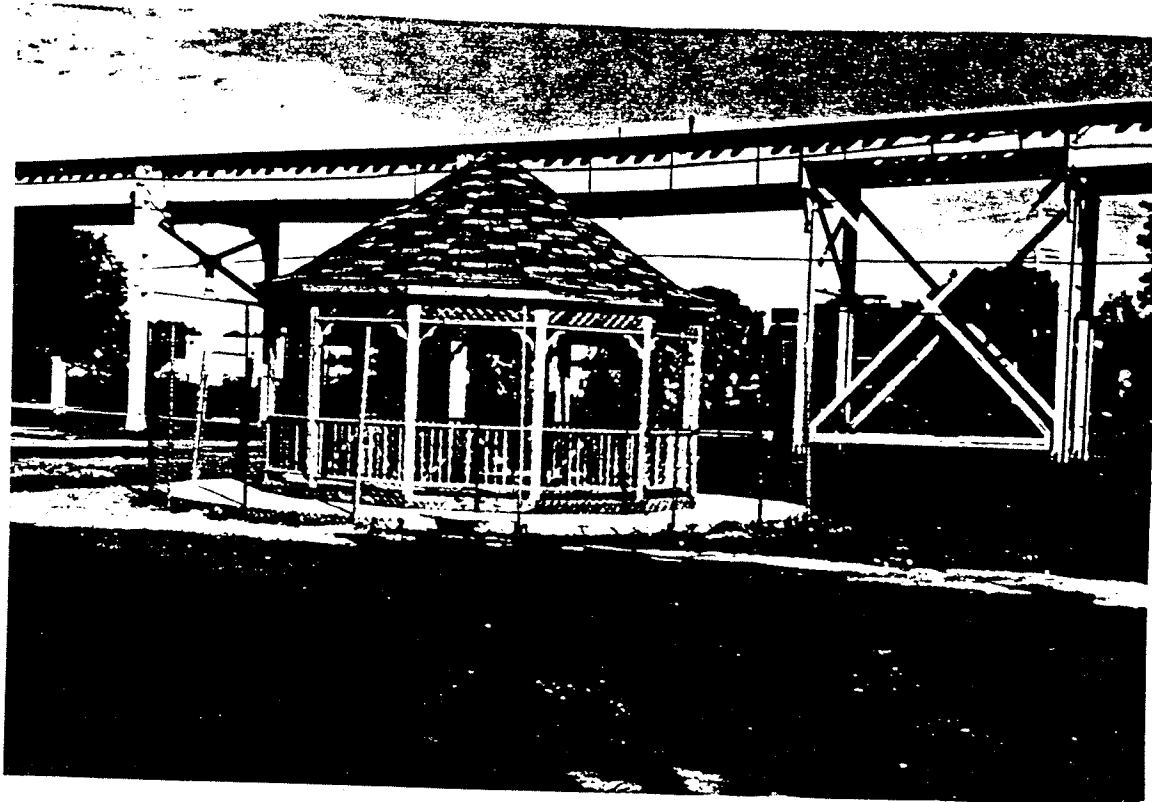
Chicago Better Housing Association (CBHA) has successfully completed our Englewood Garden Project site prep. (Grant # 01-127203). CBHA sent Mr. Kirk Kumerow (Grant Monitor/Illinois First Unit) a very detailed step-by-step account of this project and pictures. I asked Mr. Kumerow to share the information with you. Enclosed; is pictures of the completed project. Also; I enclosed a couple of pictures of the first phase of CBHA's \$30 million dollar housing project. CBHA's housing project is located directly across the street from the Englewood Garden Project. Thank you and DCEO for their part and helping make CBHA's dreams of a helping re-create a stable community come true. Our total contract cost for this project is \$102,000.00 (including a gazebo). The banks has paid a total of \$412.59 in interest on grant funds. CBHA will pay the balance out of it's own funds. We wanted to finish this project ASAP, because the Mayor of Chicago will be coming to CBHA's open house within the next several weeks. If you have any questions, please call me.

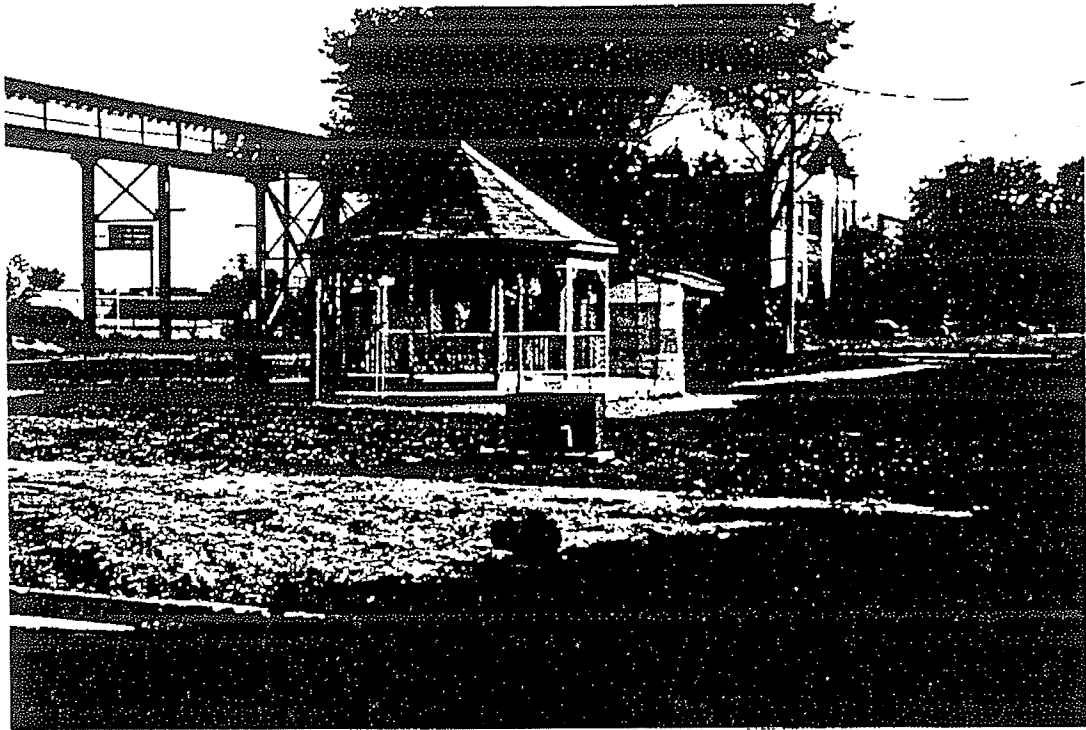
Sincerely;

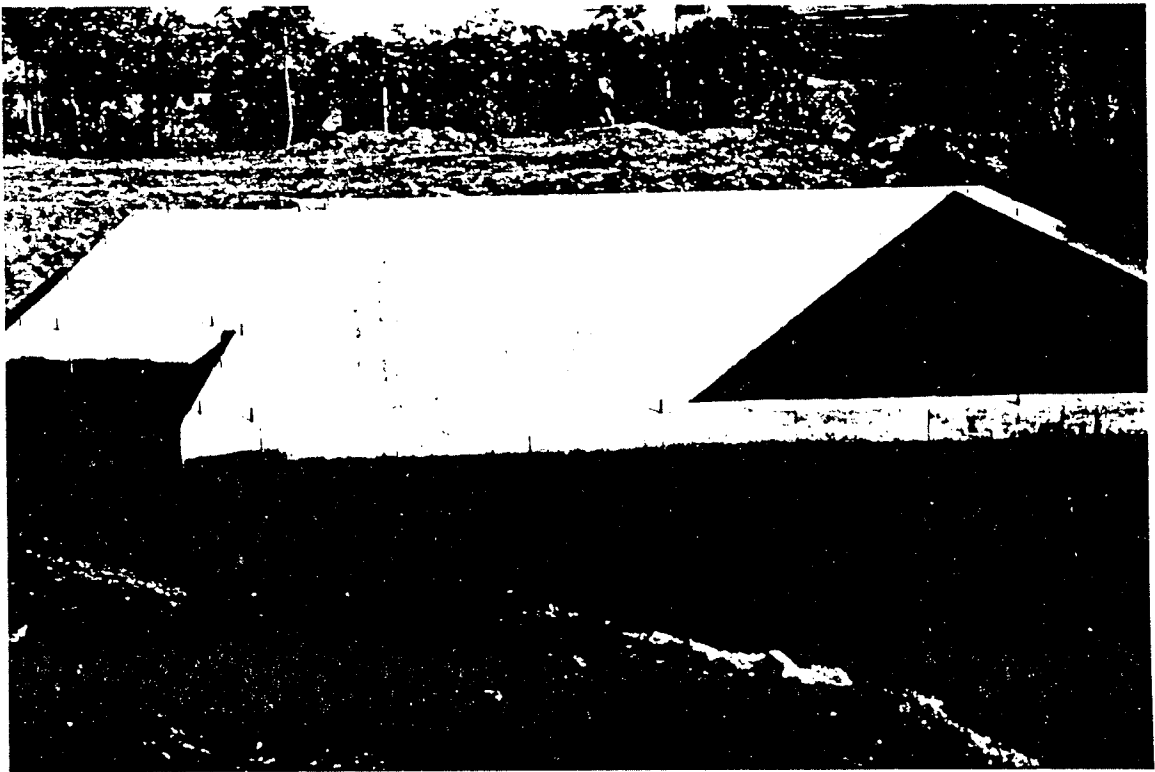
Kenny B. Smith
President/CEO/Founder













RECEIVED

JUN 19 2003

Illinois First Grant Unit

Alpha Temple M.B. Church
6701 S. Emerald
Chicago, Illinois 60621

Phone: (773) 723-6158
Fax: (773) 723-8351
Email: DDD12@msn.com

June 30, 2003

DCCA
Paula Vehovic
620 East Adams
Springfield, Illinois 62701

Dear Ms. Vehovic;

I am writing to you to give a progress/quarterly report on grant # 01-127203. Alderman Arenda Troutman (20th Ward Alderman) is providing a black top walk-way for this project. We are coordinating our efforts with the City's support efforts for this project. Our organizations contractor has completed the following:

- Trench and install sewer pipe.
- Trench and install perforated drain tile and gravel.

Chicago Better Housing Association (CBHA) has spent \$38,600.00 this quarter. CBHA still has summer of 2003 targeted as the completion date for the DCCA related part of this project.

Sincerely,

A handwritten signature in cursive script that reads "Kenny B. Smith".

Kenny B. Smith
President/CEO/Founder

**CONSENT OF DIRECTORS
IN LIEU OF
MEETING OF DIRECTORS OF
CHICAGO BETTER HOUSING ASSOCIATION, INC.**

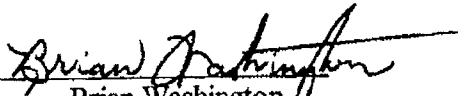
The undersigned, being all of the directors of CHICAGO BETTER HOUSING ASSOCIATION, INC., an Illinois not for profit corporation (the "Corporation"), pursuant to Section 108.45 of the Illinois General Not For Profit Corporation Act of 1986, do hereby consent to the adoption of the following resolution for and on behalf of the Corporation as of the date set forth below:


RESOLVED, that Chicago Better Housing Association will accept the bid of One Hundred Two Thousand (\$102,000) from K.D Contractors, Inc. for the site preparation of the 61st street Garden Project (257 West 61st street).

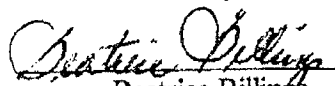
RESOLVED, Chicago Better Housing Association will pay the balance of the 61st street Garden Contract out of it's current bank account after all of the Illinois First Grant, (\$100,000.00) plus interest earned on grant monies, are paid out to K.D. Contractors, Inc.

RESOLVED, Karen D. Smith; a long time board member of Chicago Better Housing Association in good standing and President of K.D. Contractors, Inc. (in accordance with federal law) will abstain from voting on the awarding of the 61st street Garden Project Contract.

IN WITNESS WHEREOF, the undersigned, constituting all of the Corporation, have executed these present and direct that the copy thereof be filed with the corporation of the corporation as of December 1, 2002.


Brian Washington
Board Chairman


Janie Thomas
Secretary


Beatrice Billings
Board Member

CHICAGO BETTER HOUSING ASSOCIATION

MINUTES OF SPECIAL MEETING

ON December 1, 2002

+++++

A Special meeting was called to order by Board Chairman Brian Washington. In attendance were Brian Washington; Janie Thomas, Jamesetta Harris and Beatrice Billings.

This meeting is to decide what contractors would get the Englewood Garden contract for site prep. Board Chairman Washington stated that this will be a short meeting and that he is looking forward to finally starting this project. Everyone agreed.

Chairman Washington asked if everyone had copies of all of the bids he mailed to them last week. Everyone did. Chairman Washington stated that the bid for Triple "T" Construction was for \$108,000.00 and Marina's Construction was more than \$110,000.00. He further stated that K.D. Contractors bid that includes the Gazebo really is the best bid. Director Jamesetta Harris agreed. Ms. Harris also went on to say that once the garden is completed, it will be beautiful and she want to volunteer with picking out the flowers and plants.

Director Janie Thomas entertained a motion that K.D. Contractor with the bid of \$102,000.00 and a Gazebo be awarded the contract and that CBHA cover any amount over \$100,000.00 with CBHA's funds. Director Beatrice Billings seconded... Board Chairman Washington stated all in favor, say "I"...motion carried and contract affirmed to K.D. Contractor.

Chairman President Washington motioned for an adjournment, so Ordered.

Janie Thomas

**Respectfully submitted,
Janie Thomas, Secretary, CBHA**



Illinois Department of Commerce and Economic Opportunity

Rod R. Blagojevich
Governor

Jack Lavin
Director

August 4, 2003

Mr. Kenny Smith
President
Chicago Better Housing Association
6701 S. Emerald
Chicago, IL 60621-

Re: DCEO Grant #01-127203 / \$100,000.00

Dear Mr. Smith:

The Illinois Department of Commerce and Economic Opportunity will be conducting a desk monitoring review of your Illinois FIRST Grant number 01-127203 to ensure conditions of the grant agreement have been met.

The desk monitoring review consists of verifying expenditures related to the above-listed grant, as well as confirming programmatic compliance with conditions of the grant agreement. Attached is a listing of documentation necessary to complete the review. Please fax the documents that have been marked to my attention, no later than 08/25/2003. **Please write your grant number on each page of all faxed documents.** If funds have not been expended at this time, please provide me with a letter stating such and your review will be conducted at a later date.

If you have any questions regarding this request, please call me at 217-782-5279. Thank you for your assistance in this matter.

Sincerely,

Kirk Kumerow
Grant Monitor
Illinois FIRST Unit

Attachment

Internet Address <http://www.commerce.state.il.us>

620 East Adams Street
Springfield, Illinois 62701

James R. Thompson Center
100 West Randolph Street, Suite 3-400
Chicago, Illinois 60601

607 East Adams Street
Springfield, Illinois 62701

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618/997-4394
Fax 618/997-1825 ■ TDD Relay 800/526-0844

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01-127203

ACCEPTABLE DOCUMENTATION FOR DESK REVIEW

Please submit requested **ALL** documentation to:

Kirk Kumerow
Illinois DCEO
Illinois FIRST Unit
Grant Monitoring Section
620 East Adams Street
Springfield, IL 62701
217/557-9883 (Fax).

- Documentation of receipt of grant funds (copy of warrant).
- Bank account statements and deposit slips which reflect the deposit of Illinois FIRST funds. *(If not indicated on the bank statement, please note whether grant funds were placed in an interest bearing account.)*
- Official accounting records detailing year-to-date expenditures for grant funds and federal and/or local funds (if applicable).
- Receipt ledger for grant and federal and/or local funds (if applicable)
- Invoices validating travel, equipment, supplies, and other reported costs.
- Canceled checks corresponding to above invoices.
- Official payroll documentation to validate reported hours worked, wages, fringes, hire date, etc. for all employees paid using Illinois FIRST grant funds.
- Classroom roster or other documentation of training.
- Time and effort worksheets, if applicable.
- Contracts for consultant services to validate reported costs and compliance with grant agreement.
- Reconciliation of financial reports for reimbursement purposes (if applicable).
- Budget modifications/requests (if applicable).
- Quarterly and/or Final expense and status reports (if applicable).
- Completed Close-out package (if applicable).
- Bonding Insurance.
- Board of Directors/Organizational Chart
- Copy of vehicle title purchased with grant funds.
- Proof of insurance for vehicle purchased with grant funds.
- Any other information pertinent to this grant.



Illinois Department of Commerce and Economic Opportunity

Rod R. Blagojevich
Governor

Jack Lavin
Director

September 3, 2003

Mr. Kenny Smith
President
Chicago Better Housing Association
6701 S. Emerald
Chicago, IL 60621

Re: DCEO Grant #01-127203 / \$100,000.00

Dear Mr. Smith:

The Department has granted your request for an extension until **Tuesday, September 30, 2003**. By the close of business on the aforementioned date, the Department anticipates the submission of documentation regarding Grant # 01-127203 to be complete and accurate. Failure to respond by the above-mentioned date may result in the scheduling of an on-site monitoring review.

Thank you for your cooperation in this matter. It was a pleasure speaking with you. If you should have any questions or concerns, please call me at 217-782-5279.

Sincerely,

Kirk Kumerow
Grant Monitor
Illinois FIRST Unit

Attachment

Internet Address <http://www.commerce.state.il.us>

620 East Adams Street
Springfield, Illinois 62701

James R. Thompson Center
100 West Randolph Street, Suite 3-400
Chicago, Illinois 60601

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Springfield, Illinois 62701

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217/785-2800
Fax: 217/785-2618 • TDD: 217/785-0211

618/997-4394
Fax: 618/997-1825 • TDD Relay: 800/526-0844

Printed on Recycled and Recyclable Paper



Alpha Temple M.B. Church
6701 S. Emerald
Chicago, Illinois 60623

Phone: (773) 723-6153
Fax: (773) 723-6351
Email: DDD12@men.com

Received
via
Express Mail
09/29/03 pm
JJK

September 24, 2003

**Kirk Kumerow
Illinois DCEO
Illinois First Unit
Grant Monitoring Section
620 East Adams Street
Springfield, Illinois 62701**

Dear Mr. Kmerow;

Enclosed is the information you requested regarding grant #01-127203. Also; I enclosed pictures and a narrative. Please share pictures with Ms. Paula Vehovic at DCEO. This grant was a very big help as a small, but important part of a much larger project. A rendering of the entire this garden project is with this information. We also broke ground on a \$30 million new homes project right across the street from our garden project. If you have any questions, please do not hesitate to call.

Sincerely,

**Kenny B. Smith
President/CEO/Founder**

Business Statement
Account Number:
ST01 00585 0125
Statement Period:
Dec. 03, 2001
through
Dec. 31, 2001
Page 0001 of 0001

P.O. Box 64799
Saint Paul, Minnesota 55164
585 Y ST01

CHICAGO BETTER HOUSING ASSOCIATION
257 W 60TH ST
CHICAGO IL 60621-3301

To Contact U.S. Bank
24-Hour Business Solutions: 1-800-673-3555
TDD: 1-800-685-5065
Internet: usbank.com

COMMUNITY INTEREST CHECKING

Member FDIC

U.S. Bank National Association
Account Summary

Beginning Balance on Dec. 3	\$	100,291.43	Annual Percentage Yield Earned	0.10%
Other Deposits		8.51	Interest Earned this Period	\$ 8.51
Other Withdrawals		291.00-	Interest Paid this Year	\$ 336.03
Ending Balance on Dec. 31	\$	100,008.94	Number of Days in Statement Period	31

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Dec.31	Interest Paid	3100001766	\$ 8.51 ✓
Total Other Deposits			\$ 8.51

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Dec.17	Assisted Telephone	Transfer To Account 199700017437	\$ 291.00-
Total Other Withdrawals			\$ 291.00- ✓

Balance Summary

Date	Ending Balance	Date	Ending Balance
Dec.17	100,000.43	Dec.31	100,008.94

Balances only appear for days reflecting change.

Effective February 15, 2002, interest will be compounded daily on interest-bearing checking and savings accounts. If you close your account before interest is credited, you will not receive the accrued interest. If you have any questions, please contact your banker or call U.S. Bank 24-Hour Business Solutions at one of the telephone numbers shown on this statement.