

32-23-318-019  
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**SINGLE-FAMILY RESIDENTIAL REHABILITATION  
OWNERS PARTICIPATION AGREEMENT**

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This Agreement is made as of this 27th day of September, 1991, between the Village of Sauk Village, Illinois, an Illinois municipal corporation ("the Village") and 1827 218th Place Mr. George D. Carroll, Sauk Village, Illinois ("the Property"), which Property is entirely within the corporate limits and subject to the jurisdiction of the Village.

WHEREAS, the Village has opted to participate in the Community Development Block Grant ("CDBG") Program of the County of Cook, a body politic and corporate of the State of Illinois ("the County"), which has been designated as an urban county and receives CDBG funds under the Housing and Community Development Act of 1974, as amended ("the Act"); and

WHEREAS, the Village has received funds from the County for the County's 1989 CDBG Program Year for the rehabilitation of single-family structures owned by low and moderate income persons as those terms are defined in the Act; and

WHEREAS, the Village has entered into an intergovernmental agreement with the County whereby the Village has promised to comply with the requirements of the Act and all applicable laws, ordinances, rules, and regulations applicable to this portion of the CDBG Program and the rehabilitation of structures; and

WHEREAS, the Owners are all of the owners of record of the Property and have applied to have their Property rehabilitated through the CDBG Program operated by the Village; and

WHEREAS, the Owners understand that they must comply with all CDBG Program requirements, including but not limited to coming within the income eligibility guidelines; and

WHEREAS, the Village wishes to have the Owners participate in its CDBG Single-Family Residential Rehabilitation Program.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties are as follows:

**1. RECITALS.**

The foregoing recitals are incorporated by reference herein and made a part hereof, as if set out in full.

MAIL  
TO

WILDMAN, HARR OLD. MJM  
225W. WACKER  
CHICAGO, IL. 60606

4550  
4950

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## 2. FEDERAL LAWS AND REGULATIONS.

The Village and the Owners agree that the rehabilitation of the Owner's Property pursuant to the Village's CDBG Program and through the Owner's contract with the Contractor ("the rehabilitation project") is subject to the Act and all applicable federal laws, rules, regulations, Office of Budget and Management circulars, and executive orders, County guidelines and Village guidelines. The Owners understand that the rehabilitation project may be stopped or this Agreement rescinded in whole or in part due to the failure of either of the Owners or the Contractor to comply with the Act or any of said laws, rules, regulations, circulars, executive orders, and guidelines. The Owners agree that the Village is authorized to, and may in its discretion, take any appropriate action to enforce the Act or these laws, rules, regulations, circulars, and executive orders, or the County's or the Village's guidelines.

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COOK COUNTY RECORDER

## 3. LOAN AMOUNT.

The Village has, after an inspection of the Property, preparation of specifications, attached hereto and made a part hereof and marked as Exhibit "A", and receipt of bids, determined that it will loan the Owners, subject to written, approved change orders, an amount not to exceed Seventeen Thousand Seven Hundred Eighteen Dollars and No. 100

(\$17,718.00) for the rehabilitation of the Property pursuant to the rehabilitation project. Repayment of loan shall be pursuant to the provisions of Paragraph 8 of this Agreement.

## 4. RESPONSIBILITY OF THE VILLAGE.

A. The Village hereby agrees to make inspections of the Property during the course of the rehabilitation project, prepare and approve necessary change orders, and make all payments to the Contractor pursuant to the Single Family Residential Rehabilitation Construction Contract dated September 27, 1991, between the Owners and the Contractor ("Rehabilitation Work Contract").

B. The Village will not be responsible for construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the work, for the Contractor's work, or for the Contractor's failure to carry out the work in accordance with the Rehabilitation Work Contract.

C. The Village, through its Rehabilitation Specialist, will be the interpreter of the requirements of this Agreement and the Rehabilitation Work Contract and make decisions on all claims and disputes as to the rehabilitation work between the Owners and the Contractor, which shall be final and binding.

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## 5. INCOME LEVEL.

The Owners hereby assure and represent that they and their entire household came within the low and moderate income guidelines of the CDBG Program at the time of their Application and that they and their entire household are within said guidelines at the start of the rehabilitation project.

## 6. WORK TO BE DONE; CHANGE ORDERS.

The Village and the Owners agree that the only work to be done by the Contractor chosen to perform the rehabilitation project, subject to written, approved change orders, is listed in Exhibit "A". Change orders must be written and signed by the Rehabilitation Specialist as well as the Owners before deletions, modifications, or additions can be made to the work to be done. The Owners agree to authorize change orders for the correction of code violations identified during the course of the rehabilitation project or for material changes necessary to complete the work in a workmanlike manner; provided that these shall be the only circumstances in which change orders may be made. The Owners agree and understand that if they request the Contractors to perform work not listed in Exhibit "A" without written, approved change orders, the Owners are responsible for the payment of said additional work. THE VILLAGE DOES NOT BECOME RESPONSIBLE FOR AND WILL NOT PAY FOR SUCH UNAPPROVED ADDITIONAL WORK.

## 7. REQUIRED SIGNATURES.

Any time the Rehabilitation Work Contract or the work performed pursuant to the rehabilitation project requires the Owner's signatures, the Owners shall not unreasonably withhold such signatures. If the Owners unreasonably refuse to sign, the Village may apply to the Circuit Court for an Order requiring the Owners to sign the documents in question or for an Order authorizing the Village, through its designated representative, to sign said documents. The Owners shall pay all reasonable fees, costs, and expenses of such action, including but not limited to attorneys' fees, costs, and expenses incurred by the Village.

## 8. LIENS; POST-REHABILITATION OCCUPANCY.

A. As security for the loan made to the Owners pursuant to this Agreement, the Village shall have a lien against the Property for one hundred percent (100%) of the amount specified in Paragraph 3 of this Agreement. This lien shall be reduced by twenty percent (20%) on the annual anniversary date of the completion of the rehabilitation of the property pursuant to the rehabilitation project, if one or more of the Owners has occupied and owned the Property at all times from the completion of the rehabilitation project to the anniversary date.

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- B. If the Village determines that the Property has not been owned and occupied by at least one of the Owners at all times before the first annual anniversary of the date of the completion of the rehabilitation of the Property pursuant to the rehabilitation project, then all of the Owners shall immediately be jointly and severally liable to the Village for repayment of one hundred percent (100%) of the amount of the loan specified in Paragraph 3 of this Agreement.
- C. If the Village determines that the Property has not been owned and occupied by at least one of the Owners at all times from the first annual anniversary and before the second annual anniversary of the date of the completion of the rehabilitation of the Property pursuant to the rehabilitation project, then all of the Owners shall immediately be jointly and severally liable to the Village for repayment of eighty percent (80%) of the amount of the amount of the loan specified in Paragraph 3 of this Agreement.
- D. If the Village determines that the Property has not been owned and occupied by at least one of the Owners at all times from the second annual anniversary and before the third annual anniversary of the date of the completion of the rehabilitation of the Property pursuant to the rehabilitation project, then all of the Owners shall immediately be jointly and severally liable to the Village for repayment of sixty percent (60%) of the amount of the loan specified in Paragraph 3 of this Agreement.
- E. If the Village determines that the Property has not been owned and occupied by at least one of the Owners at all times from the third annual anniversary and before the fourth annual anniversary of the date of the completion of the rehabilitation of the Property pursuant to the rehabilitation project, then all of the Owners shall immediately be jointly and severally liable to the Village for repayment of forty percent (40%) of the amount of the loan specified in Paragraph 3 of this Agreement.
- F. If the Village determines that the Property has not been owned and occupied by at least one of the Owners at all times from the fourth annual anniversary and before the fifth annual anniversary of the date of the completion of the rehabilitation of the Property pursuant to the rehabilitation project, then all of the Owners shall immediately be jointly and severally liable to the Village for repayment of twenty percent (20%) of the amount of the loan specified in Paragraph 3 of this Agreement.

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- G. The Owners and the Village agree that if one or more of the Owners shall continue to own and occupy the Property at all times for five years from the date of the completion of the rehabilitation of the Property pursuant to the rehabilitation project, then the Owners shall not be liable for repayment of the loan specified in Paragraph 3 of this Agreement.
- H. In the event it is necessary to take legal action to recover repayment of the loan, either through foreclosure of a lien or direct suit to recover said funds, the Owners agree to pay all reasonable fees, costs, and expenses of such suit, including but not limited to attorneys' fees, costs, and expenses incurred by the Village.
- I. For purposes of this Paragraph 8 of this Agreement, the date of the completion of the rehabilitation of the Property pursuant to the rehabilitation project shall be the date upon which the Village issues the Final Inspection Certification to the Contractor, pursuant to Paragraph 4E of the Rehabilitation Work Contract.

## 9. OWNERS' COOPERATION.

The Owners agree and understand that they are to cooperate at all times with the Village and/or the Contractor and will do all acts necessary to facilitate the rehabilitation project. They further agree that, upon five (5) days' written notice, the Village may terminate this Agreement in whole or in part, or the Village may suspend or terminate the rehabilitation project in whole or in part if the Owners fail to cooperate with the Village and/or the Contractor, cause substantial delay in the rehabilitation project or make it practically impossible for the Contractor to perform.

## 10. APPLICATION OF INSURANCE.

- In the event the Owners receive insurance proceeds for any damages or destruction to the Property occurring during the course of the project, then the Owners shall apply said proceeds to the repair of such damage or destruction. If the Owners fail to do so, the Village may repair such damage or destruction and file a permanent lien for the full cost of said repair, which lien may be foreclosed immediately. The Owners hereby agree to pay all reasonable fees, costs, and expenses in relation to such foreclosure, including but not limited to attorneys' fees, costs, and expenses incurred by the Village.

## 11. FRAUD OR MISREPRESENTATION.

The Owners agree that the Village may terminate this Agreement in whole or in part or the Village may suspend or terminate the rehabilitation project in whole or in part if the Village determines that the Owners committed fraud or made material



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misrepresentations as a result of the submission of the Application, as a result of the signing of this Agreement, in the supporting documentation to either the Application or this Agreement, or as a result of signing the accompanying Rehabilitation Work Contract. Further, the Owners agree to repay to the Village any funds expended under this Agreement and the accompanying Rehabilitation Work Contract, which funds were expended because of the Owner's fraud or material misrepresentation. In the event it is necessary to take legal action to recover such funds, either through foreclosure of a lien or direct suit to recover said funds, the Owners agree to pay all reasonable fees, costs, and expenses of such suit, including but not limited to attorneys' fees, costs, and expenses incurred by the Village.

## 12. UNDERSTANDINGS.

- A. The Owners understand that assistance may be given to rehabilitate a household only once.
- B. The Owners understand that the purpose of the rehabilitation project is to bring the Property into compliance with applicable codes and is not a remodeling project.
- C. The Owners understand that they must maintain the Property after the conclusion of the rehabilitation project.

## 13. NOTICES.

Notices required by this Agreement shall be sent as follows:

### To the Village:

Richard W. Dieterich  
Mary C. Adami  
Village of Sauk Village  
21701 South Torrence Avenue  
Sauk Village, Illinois 60411

### To the Contractor:

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

### Copy to:

Mark J. McCombs  
Wildman, Harrold, Allen & Dixon  
225 West Wacker Drive  
Chicago, Illinois 60606-1229

### To the Owners:

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\_\_\_\_\_  
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### To the Owners:

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## 14. INDEMNIFICATION.

The Owners agree to indemnify and hold harmless the Village, its officers, employees, agents, representatives, and attorneys from any and all claims made and/or causes of action brought against the Village, its officers, employees, agents, representatives, and/or attorneys, arising from this Agreement, the Rehabilitation Work Contract, and/or the rehabilitation of the Property. If such claim is made or such cause of action brought, the Village, or the Village officer, employee, agent, representative, or attorney who is the subject of the claim or action, shall have the right to counsel of his, her, or its own choice in connection with the defense of such claim or action, and the Owners shall be jointly and severally liable for all costs of such defense, including, but not limited to, all attorneys' fees, costs, and expenses.

## 15. SEVERABILITY.

In the event that any portion of this Agreement is determined to be invalid, if possible, that portion shall be severed from this Agreement so as not to affect the remaining portions of the Agreement.

## 16. CONSTRUCTION OF AGREEMENT.

This Agreement shall be construed in accordance with the laws of the State of Illinois.

The Village of Sauk Village, Illinois,  
an Illinois municipal corporation

By:

Mark Collins  
Mayor

Attest:

Margaret A. Guley  
Village Clerk

(SEAL)

[Signature]  
Owner

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

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Village of Sauk Village  
Housing Rehab Program

Page 1 of 2

Job Number: 890147

## Exterior Work:

- 1197.00 1. Reshingle over existing roof with spec shingles.
- 130.00 2. Replace rotted eave and trim where needed, 25' allowed.
- 1438.00 3. Provide aluminum or vinyl soffit and trim.
- 1034.00 4. Remove old siding from upper half of house and replace with cedar vertical siding to match lower half. Note: match vertical grooving with lower half. Provide cedar trim to cover seam line.
- 222.00 5. Install a new aluminum storm door at front entry.
- 1287.00 6. Paint entire house and all wood trim to match.
- 776.00 7. Replace southwest front window with vinyl replacement window.
- 75.00 8. Replace glass in octagon window. Clean old putty from and replace with new glazing compound; west upper and lower windows.
- 1146.00 9. Install new aluminum storm and screen windows at all window openings except octagon window.
- 603.00 10. <sup>Wrap</sup>~~Wrap~~ all window openings with aluminum.
- 57.00 11. Close up air conditioning opening in west wall. (see carpentry spec for interior treatment)
- 2899.00 12. Remove entire rear deck and support structure. Replace with a 12'X12' treated wood deck with stairs extending to the north.
- SUB TOTAL \$10,864.00

## Interior Work:

3108.00 HVAC:

13. Clean and inspect furnace; install electronic air cleaner and humidifier on existing furnace.

14. Install new central air conditioning with A coil in existing system. Locate condenser in rear yard.

15. Install a collar ring at furnace flue where it passes through sub floor to provide fire stop.

All electrical work by others.

SUB TOTAL \$ 3,108.00

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Job # 890147

1380.00 Electrical:

16. Install a 5 blade ceiling fan and light fixture in place of existing ceiling fixture in master bedroom, \$75.00 fixture allowance.
17. Install a 5 blade ceiling fan only in ceiling over stairs at entry foyer, \$55.00 fixture allowance.
18. Install wiring for new kitchen vent fan over stove.
19. Install wiring for new electronic air filter at furnace.
20. Install wiring for new AC condenser with outside service disconnect.
21. Install 110 volt hard wired smoke detectors in bedroom hall and in basement, wired so activation of one unit will sound alarm in both.

SUB TOTAL \$ 1,380.00 (ADDENDUM DATED 7-30-91 INCLUDED)

468.00 Plumbing:

22. Replace bath room sink drain.
23. Replace kitchen sink faucet assembly.
24. Plug 2 inch drain opening behind furnace.

SUB TOTAL \$ 468.00

Carpentry Work & General Work:

- 73.00 25. Close up interior part of AC mount in west wall with drywall, finish for painting.
- 809.00 26. Patch any holes or finish irregularities, walls and ceiling and lower level stair in entry foyer, living room, and dining room. Wash and prepare surface, paint entire area 2 coats spec paint.
- 510.00 27. Install new 4 burner gas stove with oven in kitchen, remove and discard existing stove.
- 272.00 28. Install a new kitchen vent and fan above stove; exhaust to exterior.
- 234.00 29. Install handicapped safety bars at tub in existing bath room.

SUB TOTAL \$ 1898.00

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# Sauk Village Housing Authority

21701 Torrence Avenue, Sauk Village, Illinois 60411 • (708) 758-3330

## ADDENDUM

Job Number: 890147

### Electrical

1. Install two (2) GFI outlets in kitchen by sink.
2. Install one (1) GFI outlet in bathroom.

These changes have been approved as of 7/30/91, by my order.

*Mary C. Adams*

Mary C. Adams  
ODBO Administrator  
Sauk Village Housing Authority

10	864.00
3	108.00
1	380.00
	468.00
1	898.00

TOTAL \$ 17,718.00

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# Sauk Village Housing Authority

21701 Torrence Avenue, Sauk Village, Illinois 60411 • (708) 758-3330

## ADDENDUM

Project No: 890147

Date: August 2, 1991

NOTE: Maximum allocation for 4 burner gas stove with oven (No. 27) is \$425.00.

*Mary C. Adami*

Mary C. Adami  
CDBG Administrator

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## VILLAGE OF SAUK VILLAGE RESIDENTIAL REHABILITATION PROGRAM

### CONTRACT CHANGE ORDER

Change Order # 001

Case No.: 89-0147

Property Address: 1827 218th Place

Sauk Village, Il., 60411

Contractor: G. M. Sikora & Associates, Inc.

Address: 400 E. Margaret, Suite 2, Thornton Il., 60411

You are hereby requested to comply with the following changes from the contract work description:

<u>Item</u>	<u>Description</u>
Siding	Reside the House with Siding (Approximately 15 Squares)

The sum of \$ 2,208.00 is hereby added to, ~~subtracted from~~, the total contract price and the total adjusted price to date thereby is \$ 19,926.00. The original contract price is \$ 17,718.00.

Accepted by:

Mark Collin

Mayor's signature

Dec. 17, 1991  
Date

George W. Lamm

Contractor's signature

12-17-91  
Date

Approved by:

Edward J. Lamm

Code Enforcement Officer

12/17/91  
Date

George W. Lamm

Homeowner

12/18/91  
Date

Mary A. Hladik

CDRG Administrator

12/17/91  
Date

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