



# Office of the City Clerk



O2012-7086

Office of the City Clerk

## City Council Document Tracking Sheet

**Meeting Date:** 10/3/2012

**Sponsor(s):** Emanuel, Rahm (Mayor)

**Type:** Ordinance

**Title:** Amendment to TIF-NIP Program and associated agreement with Neighborhood Housing Services for various redevelopment project areas

**Committee(s) Assignment:** Committee on Finance



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

October 3, 2012

TO THE HONORABLE, THE CITY COUNCIL  
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing an amendment to the TIF-NIP Program and associated agreement with Neighborhood Housing Services.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Rahm Emanuel".

Mayor



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OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing an amendment to the TIF-NIP Program and associated agreement with Neighborhood Housing Services.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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## ORDINANCE

**WHEREAS**, pursuant to ordinances adopted by the City Council ("City Council") of the City of Chicago ("City"), the City, through its Department of Housing and Economic Development ("HED"), established various TIF Neighborhood Improvement programs ("TIF-NIP Programs") to fund improvements to single-family residential properties in redevelopment project areas throughout the City and entered into agreements, as amended, with Neighborhood Housing Services, Inc., an Illinois not-for-profit corporation ("NHS"), pursuant to which NHS performed certain administrative services for the TIF-NIP Programs; and

**WHEREAS**, HED desires to modify eighteen TIF-NIP programs, as identified in Exhibit A to this ordinance, to i) include additional energy-efficiency and reporting requirements, (ii) incorporate provisions required by the City's contractor policy adopted in order to comply with the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois); and iii) enter into amendments to the NHS Agreements, as amended, to enable NHS to perform certain administrative services for the modified TIF-NIP Programs ("Program Amendments"); and

**WHEREAS**, the City's obligation to provide funds under the NHS Agreements and the Program Amendments will be met through (i) incremental taxes deposited in the Special Tax Allocation Funds of the redevelopment project areas identified in Exhibit A, as applicable, or (ii) any other funds legally available to the City for this purpose; now, therefore,

### **BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:**

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. NHS is hereby designated to continue to administer the TIF-NIP Programs in the redevelopment project areas identified in Exhibit A, subject to the supervision of HED.

SECTION 3. The Commissioner of HED (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Program Amendments in substantially the form attached hereto as Exhibits B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, and S and made a part hereof, and such other supporting documents as may be necessary to carry out and comply with the provisions thereof, with such changes, deletions and insertions as shall be approved by the persons executing the Program Amendments.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this

ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall be effective as of the date of its passage.

## EXHIBIT A

1. 47<sup>th</sup>/Halsted Redevelopment Project Area (the "47<sup>th</sup>/Halsted Area") established pursuant to ordinances adopted by the City Council on May 29, 2002; and
2. 47<sup>th</sup>/King Drive Redevelopment Project Area (the "47<sup>th</sup>/King Drive Area") established pursuant to ordinances adopted by the City Council on March 27, 2002; and
3. 63<sup>rd</sup>/Ashland Redevelopment Project Area (the "63<sup>rd</sup>/Ashland Area") established pursuant to ordinances adopted by the City Council on March 29, 2006; and
4. 119th and Halsted Redevelopment Project Area (the "119th and Halsted Area") established pursuant to ordinances adopted by the City Council on February 6, 2002; and
5. 119<sup>th</sup>/I-57 Redevelopment Project Area (the "119<sup>th</sup>/I-57 Area") established pursuant to ordinances adopted by the City Council on November 6, 2002; and
6. Addison South Redevelopment Project Area (the "Addison South Area") established pursuant to ordinances adopted by the City Council on May 9, 2007; and
7. Austin Commercial Redevelopment Project Area (the "Austin Commercial Area") established pursuant to ordinances adopted by the City Council on September 27, 2007; and
8. Bronzeville Redevelopment Project Area (the "Bronzeville Area") established pursuant to ordinances adopted by the City Council on November 4, 1998; and
9. Central West Redevelopment Project Area (the "Central West Area") established pursuant to ordinances adopted by the City Council on February 16, 2000; and
10. Division/Homan Redevelopment Project Area (the "Division/Homan Area") established pursuant to ordinances adopted by the City Council on June 27, 2001; and
11. Harrison/Central Redevelopment Project Area (the "Harrison/Central Area") established pursuant to ordinances adopted by the City Council on July 28, 2006; and
12. Midwest Redevelopment Project Area (the "Midwest Area") established pursuant to ordinances adopted by the City Council on May 17, 2000; and
13. North Pullman Redevelopment Project Area (the "North Pullman Area") established pursuant to ordinances adopted by the City Council on June 30, 2009; and
14. Ogden/Pulaski Redevelopment Project Area (the "Ogden/Pulaski Area") established pursuant to ordinances adopted by the City Council on April 9, 2008; and
15. Pershing/King Redevelopment Project Area (the "Pershing/King Area") established pursuant to ordinances adopted by the City Council on September 5, 2007; and
16. Roosevelt/Homan Redevelopment Project Area (the "Roosevelt/Homan Area") established

pursuant to ordinances adopted by the City Council on December 5, 1990; and

17. South Chicago Redevelopment Project Area (the "South Chicago Area") established pursuant to ordinances adopted by the City Council on April 12, 2000; and

18. Woodlawn Redevelopment Project Area (the "Woodlawn Area") established pursuant to ordinances adopted by the City Council on January 20, 1999.

**EXHIBIT B**

Form of Second Amendment  
to  
NHS Agreement for the 47th/Halsted Area  
with  
Neighborhood Housing Services of Chicago, Inc.

This Second Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Housing and Economic Development ("HED"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

**WHEREAS**, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

**WHEREAS** to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on May 29, 2002: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the 47th/Halsted Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the 47th/Halsted Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the 47th/Halsted Redevelopment Project Area" (the "47th/Halsted Financing Ordinance"). The redevelopment project area referred to above is referred to herein as the "47th/Halsted TIF Area" and the Redevelopment Plan referred to above is referred to herein as the "47th/Halsted Plan"; and

**WHEREAS**, the City, through HED, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the 47th/Halsted TIF Area (the "47th/Halsted Program") and entered into an agreement on July 7, 2009 with NHS ("Agreement") pursuant to which NHS performed certain administrative services for the 47th/Halsted Program; and

**WHEREAS**, the City and NHS entered into a first amendment to the Agreement on September 8, 2011 ("First Amendment"), under which NHS continued to provide administrative services for the expanded 47<sup>th</sup>/Halsted Program; and

**WHEREAS**, the City desires to amend the Agreement with NHS to include additional energy-efficiency, reporting and other requirements to the 47<sup>th</sup>/Halsted Program; and

**WHEREAS**, the City also desires to amend the Agreement, as previously amended, with NHS pursuant to which NHS will continue to provide administrative services under the 47<sup>th</sup>/Halsted Program; and



**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the 47<sup>th</sup>/Halsted TIF Area, or (ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2012, the City has approved the execution and delivery of this Second Amendment to the Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

## **ARTICLE I**

### **INCORPORATION AND RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

## **ARTICLE II**

### **REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of Section 4.9 of the Agreement.

## **ARTICLE III**

### **AMENDMENTS TO AGREEMENT AND FIRST AMENDMENT**

The Agreement and First Amendment, as applicable, are amended as follows:

- (a) Substitute the following definition of "Eligible Costs" in Article II:

"Eligible Costs" means the following rehabilitation costs which are incurred by eligible Homeowners pursuant to the Grant Documents and funded with Grant funds: exterior improvements including but not limited to roofs, windows, entryways, porches and masonry; up to 30% of the total Grant amount may be used for one of the two following purposes, at the option of the Selected Applicant:

- (a) interior life/safety improvements, but only to the extent that such improvements are designed to address a current (rather than potential) health and safety risk; and related architect's fees; or
- (b) the cost of an energy audit that recommends measures to improve the energy efficiency of a building may be included as a rehabilitation cost to the extent that:
- (i) the building renovations undertaken pursuant to such recommendation promote energy efficiency and resource conservation (e.g., the installation of low-flow

plumbing fixtures or energy-efficient HVAC systems, the use of building materials made with a high degree of recycled content or renewable or non-toxic substances); and

(ii) the cost of the energy audit does not exceed 10% of the project budget.

(iii) provided, however, that if a project includes the replacement of an energy-efficient heating system, such as a boiler or a furnace, that meets Energy Star requirements, the above limitation of 30% of the Grant amount shall not apply.

(b) Substitute the following definition of "Maximum Program Assistance" in Article II:

"Maximum Program Assistance" means (a) for a Qualified Housing Unit comprised of a single family home, \$12,500, (b) for a Qualified Housing Unit comprised of two living units, \$17,500, (c) for a Qualified Housing Unit comprised of three living units, \$20,000, and (d) for a Qualified Housing Unit comprised of four living units, \$22,500; provided, however, that if the Air-Sealing Requirement, Insulation Requirement and/or EE Heating System Requirement are applicable, then the Maximum Program Assistance shall be increased as follows:

	Maximum Program Assistance	Allowance for Air-Sealing Requirement	Allowance for Insulation Requirement	EE Heating System Requirement	Total
1 Unit	\$12,500	\$1,850	\$1,500	\$1,000	\$16,850
2 Unit	\$17,500	\$2,400	\$1,500	\$1,000	\$22,400
3 Unit	\$20,000	\$3,000	\$1,500	\$1,000	\$25,500
4 Unit	\$22,500	\$3,550	\$3,000	\$1,000	\$30,050

(c) Add the following definitions to Article II:

"Air Sealing Requirement" shall have the meaning set forth in Section 4.3(f)(i) hereof.

"EE Heating System Requirement" shall have the meaning set forth in Section 4.3(f)(iii) hereof.

"Insulation Requirement" shall have the meaning set forth in Section 4.3(f)(ii) hereof.

(d) Add the following text as a new subsection (f) to ARTICLE IV, Section 4.3:

(f) NHS shall enforce the following energy-efficiency requirements for the program:

(i) If a Qualified Housing Unit is having its roof replaced and the roof insulation is below R-49, then the project will be required to include R-49 insulation in the roof (except in the case that the roof cavity is not able to be insulated due to a finished attic) ("Insulation Requirement");

(ii) If NHS finds during the initial site visit required by Section 4.4(a) that the Qualified Housing Unit should be air-sealed, then the renovation work shall include air-sealing the Qualified Housing Unit ("Air-Sealing Requirement");

and

(iii) If the Eligible Homeowner plans to replace the heating system, such as a boiler or furnace, in the Qualified Housing Unit, then the heating system must meet the Energy Star standards for energy efficiency ("EE Heating System Requirement").

(e) Substitute the following text for the current text in ARTICLE IV, Section 4.4(f):

(f) Reporting. On the seventh day of each month of each year during the term hereof, NHS shall submit to the City a monthly report in a form approved by HED and containing the following information for each Grant closed during the previous month, and for each Eligible Homeowner whose Application has been approved: (i) the address (including zip code) and census tract of the Qualified Housing Unit; (ii) the name, address, income and race (if known) of each Eligible Homeowner for such Qualified Housing Unit; (iii) the amount of the applicable Grant and the date of the Grant; (iv) the amount of Program Funds, if any, provided to such Eligible Homeowner by the end of the preceding month, and the use of such funds; (v) the status of the renovation work on such Qualified Housing Unit; and (vi) the names of any Eligible Homeowners who have defaulted on any matching loan provided through NLS pursuant to Section 4.4(b) hereof. In addition, NHS shall also include the following in such report regarding the Program as of the end of the preceding month: (i) information about each matching loan made to an Eligible Homeowner, or matching funds provided by the Eligible Homeowner, including the amount of the loan or other funds, the address of the subject property and evidence that matching funds were provided; (ii) number of renovations in process; (iii) number of renovations completed; (iv) total number of applicants; (v) total number of Applications reviewed; (vi) total number of Applications approved; (vii) total amount of Grant funds disbursed hereunder; (viii) number of Qualified Housing Units; (ix) description of building style; (x) whether initial site visit indicated that a new roof was needed; (xi) whether initial site visit indicated that additional roof insulation was needed; (xii) whether initial site visit indicated that air-sealing was needed; (xiii) whether a new roof was installed; (xiv) whether roof insulation was installed; (xv) whether air-sealing was performed; (xvi) whether the heating system was replaced with an energy-efficient or non-energy-efficient replacement; (xvii) costs of any roof replacement; (xviii) cost of any air-sealing; (xix) total project cost; and (xx) whether waiver for Electricity and Gas Data provided.

(f) Add the following new Section 6.21 to the Agreement:

Section 6.21. Shakman Accord Requirements.

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) NHS is aware that City policy prohibits City employees from directing any individual to apply for a position with NHS, either as an employee or as a subcontractor, and from directing NHS to hire an individual as an employee or as a subcontractor. Accordingly, NHS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by NHS under this Agreement are employees or subcontractors of NHS, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by NHS.

(c) NHS will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to NHS by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, NHS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of HED. NHS will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

Except as set forth herein, the Agreement is not amended.

#### **ARTICLE IV**

##### **OBLIGATION TO PROVIDE DOCUMENTS**

NHS shall execute and deliver to HED such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

**IN WITNESS WHEREOF**, the City and NHS have executed this Amendment as of the date first set forth above.

CITY OF CHICAGO

By: \_\_\_\_\_  
Commissioner  
Department of Housing and Economic Development

NEIGHBORHOOD HOUSING SERVICES OF CHICAGO,  
INC., an Illinois not-for-profit corporation

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

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

EXHIBIT C

Form of Second Amendment  
to  
NHS Agreement for the 47<sup>th</sup>/King Drive Area  
with  
Neighborhood Housing Services of Chicago, Inc.

This Second Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Housing and Economic Development ("HED"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

**WHEREAS**, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

**WHEREAS**, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on March 27, 2002: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the 47th/King Drive Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the 47th/King Drive Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the 47th/King Drive Redevelopment Project Area" (the "47th/King Drive Financing Ordinance"). The redevelopment project area referred to above is referred to herein as the "47th/King Drive TIF Area" and the Redevelopment Plan referred to above is referred to herein as the "47th/King Drive Plan"; and

**WHEREAS**, the City, through HED, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the 47th/King Drive TIF Area (the "47th/King Drive Program") and entered into an agreement on May 6, 2010 with NHS ("Agreement") pursuant to which NHS performed certain administrative services for the 47th/King Drive Program; and

**WHEREAS**, the City and NHS entered into a first amendment to the Agreement on September 8, 2011 ("First Amendment"), under which NHS continued to provide administrative services for the expanded 47<sup>th</sup>/King Drive Program; and

**WHEREAS**, the City desires to amend the Agreement with NHS to include additional energy-efficiency, reporting and other requirements to the 47<sup>th</sup>/King Drive Program; and

**WHEREAS**, the City also desires to amend the Agreement, as previously amended, with NHS pursuant to which NHS will continue to provide administrative services under the 47<sup>th</sup>/King Drive Program; and

**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the 47<sup>th</sup>/King Drive TIF Area, or (ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2012, the City has approved the execution and delivery of this Second Amendment to the Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

## **ARTICLE I**

### **INCORPORATION AND RECITALS**

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## **ARTICLE II**

### **REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of Section 4.9 of the Agreement.

## **ARTICLE III**

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The Agreement and First Amendment, as applicable, are amended as follows:

(a) Substitute the following definition of "Eligible Costs" in Article II:

"Eligible Costs" means the following rehabilitation costs which are incurred by eligible Homeowners pursuant to the Grant Documents and funded with Grant funds: exterior improvements including but not limited to roofs, windows, entryways, porches and masonry; up to 30% of the total Grant amount may be used for one of the two following purposes, at the option of the Selected Applicant:

(a) interior life/safety improvements, but only to the extent that such improvements are designed to address a current (rather than potential) health and safety risk; and related architect's fees; or

(b) the cost of an energy audit that recommends measures to improve the energy efficiency of a building may be included as a rehabilitation cost to the extent that:

(i) the building renovations undertaken pursuant to such recommendation promote energy efficiency and resource conservation (e.g., the installation of low-flow

plumbing fixtures or energy-efficient HVAC systems, the use of building materials made with a high degree of recycled content or renewable or non-toxic substances); and

(ii) the cost of the energy audit does not exceed 10% of the project budget.

(iii) provided, however, that if a project includes the replacement of an energy-efficient heating system, such as a boiler or a furnace, that meets Energy Star requirements, the above limitation of 30% of the Grant amount shall not apply.

(b) Substitute the following definition of "Maximum Program Assistance" in Article II:

"Maximum Program Assistance" means (a) for a Qualified Housing Unit comprised of a single family home, \$12,500, (b) for a Qualified Housing Unit comprised of two living units, \$17,500, (c) for a Qualified Housing Unit comprised of three living units, \$20,000, and (d) for a Qualified Housing Unit comprised of four living units, \$22,500; provided, however, that if the Air-Sealing Requirement, Insulation Requirement and/or EE Heating System Requirement are applicable, then the Maximum Program Assistance shall be increased as follows:

	Maximum Program Assistance	Allowance for Air-Sealing Requirement	Allowance for Insulation Requirement	EE Heating System Requirement	Total
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(c) Add the following definitions to Article II:

"Air Sealing Requirement" shall have the meaning set forth in Section 4.3(f)(i) hereof.

"EE Heating System Requirement" shall have the meaning set forth in Section 4.3(f)(iii) hereof.

"Insulation Requirement" shall have the meaning set forth in Section 4.3(f)(ii) hereof.

(d) Add the following text as a new subsection (f) to ARTICLE IV, Section 4.3:

(f) NHS shall enforce the following energy-efficiency requirements for the program:

(iv) If a Qualified Housing Unit is having its roof replaced and the roof insulation is below R-49, then the project will be required to include R-49 insulation in the roof (except in the case that the roof cavity is not able to be insulated due to a finished attic) ("Insulation Requirement");

(v) If NHS finds during the initial site visit required by Section 4.4(a) that the Qualified Housing Unit should be air-sealed, then the renovation work shall include air-sealing the Qualified Housing Unit ("Air-Sealing Requirement");



and

- (vi) If the Eligible Homeowner plans to replace the heating system, such as a boiler or furnace, in the Qualified Housing Unit, then the heating system must meet the Energy Star standards for energy efficiency ("EE Heating System Requirement").

- (e) Substitute the following text for the current text in ARTICLE IV, Section 4.4(f):

(f) Reporting. On the seventh day of each month of each year during the term hereof, NHS shall submit to the City a monthly report in a form approved by HED and containing the following information for each Grant closed during the previous month, and for each Eligible Homeowner whose Application has been approved: (i) the address (including zip code) and census tract of the Qualified Housing Unit; (ii) the name, address, income and race (if known) of each Eligible Homeowner for such Qualified Housing Unit; (iii) the amount of the applicable Grant and the date of the Grant; (iv) the amount of Program Funds, if any, provided to such Eligible Homeowner by the end of the preceding month, and the use of such funds; (v) the status of the renovation work on such Qualified Housing Unit; and (vi) the names of any Eligible Homeowners who have defaulted on any matching loan provided through NLS pursuant to Section 4.4(b) hereof. In addition, NHS shall also include the following in such report regarding the Program as of the end of the preceding month: (i) information about each matching loan made to an Eligible Homeowner, or matching funds provided by the Eligible Homeowner, including the amount of the loan or other funds, the address of the subject property and evidence that matching funds were provided; (ii) number of renovations in process; (iii) number of renovations completed; (iv) total number of applicants; (v) total number of Applications reviewed; (vi) total number of Applications approved; (vii) total amount of Grant funds disbursed hereunder; (viii) number of Qualified Housing Units; (ix) description of building style; (x) whether initial site visit indicated that a new roof was needed; (xi) whether initial site visit indicated that additional roof insulation was needed; (xi) whether initial site visit indicated that air-sealing was needed; (xii) whether a new roof was installed; (xiii) whether roof insulation was installed; (xiv) whether air-sealing was performed; (xv) whether the heating system was replaced with an energy-efficient or non-energy-efficient replacement; (xvi) costs of any roof replacement; (xvii) cost of any air-sealing; (xviii) total project cost; and (xix) whether waiver for Electricity and Gas Data provided.

- (f) Add the following new Section 6.21 to the Agreement:

Section 6.21. Shakman Accord Requirements.

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) NHS is aware that City policy prohibits City employees from directing any individual to apply for a position with NHS, either as an employee or as a subcontractor, and from directing NHS to hire an individual as an employee or as a subcontractor. Accordingly, NHS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by NHS under this Agreement are employees or subcontractors of NHS, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by NHS.

(c) NHS will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to NHS by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, NHS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of HED. NHS will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

Except as set forth herein, the Agreement is not amended.

#### **ARTICLE IV**

##### **OBLIGATION TO PROVIDE DOCUMENTS**

NHS shall execute and deliver to HED such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

**IN WITNESS WHEREOF**, the City and NHS have executed this Amendment as of the date first set forth above.

CITY OF CHICAGO

By: \_\_\_\_\_  
Commissioner  
Department of Housing and Economic Development

NEIGHBORHOOD HOUSING SERVICES OF CHICAGO,  
INC., an Illinois not-for-profit corporation

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

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

EXHIBIT D

Form of First Amendment  
to  
NHS Agreement for the 63rd/Ashland Area  
with  
Neighborhood Housing Services of Chicago, Inc.

This First Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Housing and Economic Development ("HED"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

**WHEREAS**, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

**WHEREAS**, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on March 29, 2006: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the 63rd/Ashland Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the 63rd/Ashland Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the 63rd/Ashland Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "63rd/Ashland TIF Area"; and

**WHEREAS**, the City, through HED, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the 63<sup>rd</sup>/Ashland TIF Area (the "63<sup>rd</sup>/Ashland Program") and entered into an agreement on April 26, 2012 with NHS ("Agreement") pursuant to which NHS performed certain administrative services for the 63<sup>rd</sup>/Ashland Program; and

**WHEREAS**, the City desires to amend the Agreement with NHS to include additional energy-efficiency, reporting and other requirements to the 63<sup>rd</sup>/Ashland Program; and

**WHEREAS**, the City also desires to amend the Agreement with NHS pursuant to which NHS will continue to provide administrative services under the 63<sup>rd</sup>/Ashland Program; and

**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the 63<sup>rd</sup>/Ashland TIF Area, or (ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2012, the City has approved the execution and delivery of this First Amendment to the Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

## **ARTICLE I**

### **INCORPORATION AND RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

## **ARTICLE II**

### **REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of Section 4.9 of the Agreement.

## **ARTICLE III**

### **AMENDMENTS TO AGREEMENT**

The Agreement is amended as follows:

- (a) Substitute the following definition of "Eligible Costs" in Article II:

"Eligible Costs" means the following rehabilitation costs which are incurred by eligible Homeowners pursuant to the Grant Documents and funded with Grant funds: exterior improvements including but not limited to roofs, windows, entryways, porches and masonry; up to 30% of the total Grant amount may be used for one of the two following purposes, at the option of the Selected Applicant:

- (a) interior life/safety improvements, but only to the extent that such improvements are designed to address a current (rather than potential) health and safety risk; and related architect's fees; or

- (b) the cost of an energy audit that recommends measures to improve the energy efficiency of a building may be included as a rehabilitation cost to the extent that:

(i) the building renovations undertaken pursuant to such recommendation promote energy efficiency and resource conservation (e.g., the installation of low-flow plumbing fixtures or energy-efficient HVAC systems, the use of building materials made with a high degree of recycled content or renewable or non-toxic substances); and

(ii) the cost of the energy audit does not exceed 10% of the project budget.

(iii) provided, however, that if a project includes the replacement of an energy-

efficient heating system, such as a boiler or a furnace, that meets Energy Star requirements, the above limitation of 30% of the Grant amount shall not apply.

(b) Substitute the following definition of "Maximum Program Assistance" in Article II:

"Maximum Program Assistance" means (a) for a Qualified Housing Unit comprised of a single family home, \$12,500, (b) for a Qualified Housing Unit comprised of two living units, \$17,500, (c) for a Qualified Housing Unit comprised of three living units, \$20,000, and (d) for a Qualified Housing Unit comprised of four living units, \$22,500; provided, however, that if the Air-Sealing Requirement, Insulation Requirement and/or EE Heating System Requirement are applicable, then the Maximum Program Assistance shall be increased as follows:

	Maximum Program Assistance	Allowance for Air-Sealing Requirement	Allowance for Insulation Requirement	EE Heating System Requirement	Total
1 Unit	\$12,500	\$1,850	\$1,500	\$1,000	\$16,850
2 Unit	\$17,500	\$2,400	\$1,500	\$1,000	\$22,400
3 Unit	\$20,000	\$3,000	\$1,500	\$1,000	\$25,500
4 Unit	\$22,500	\$3,550	\$3,000	\$1,000	\$30,050

(c) Add the following definitions to Article II:

"Air Sealing Requirement" shall have the meaning set forth in Section 4.3(f)(i) hereof.

"EE Heating System Requirement" shall have the meaning set forth in Section 4.3(f)(iii) hereof.

"Insulation Requirement" shall have the meaning set forth in Section 4.3(f)(ii) hereof.

(d) Add the following text as a new subsection (f) to ARTICLE IV, Section 4.3:

(f) NHS shall enforce the following energy-efficiency requirements for the program:

(vii) If a Qualified Housing Unit is having its roof replaced and the roof insulation is below R-49, then the project will be required to include R-49 insulation in the roof (except in the case that the roof cavity is not able to be insulated due to a finished attic) ("Insulation Requirement");

(viii) If NHS finds during the initial site visit required by Section 4.4(a) that the Qualified Housing Unit should be air-sealed, then the renovation work shall include air-sealing the Qualified Housing Unit ("Air-Sealing Requirement"); and

(ix) If the Eligible Homeowner plans to replace the heating system, such as a boiler or furnace, in the Qualified Housing Unit, then the heating system must meet the Energy Star standards for energy efficiency ("EE Heating System Requirement").

- (e) Substitute the following text for the current text in ARTICLE IV, Section 4.4(f):

(f) Reporting. On the seventh day of each month of each year during the term hereof, NHS shall submit to the City a monthly report in a form approved by HED and containing the following information for each Grant closed during the previous month, and for each Eligible Homeowner whose Application has been approved: (i) the address (including zip code) and census tract of the Qualified Housing Unit; (ii) the name, address, income and race (if known) of each Eligible Homeowner for such Qualified Housing Unit; (iii) the amount of the applicable Grant and the date of the Grant; (iv) the amount of Program Funds, if any, provided to such Eligible Homeowner by the end of the preceding month, and the use of such funds; (v) the status of the renovation work on such Qualified Housing Unit; and (vi) the names of any Eligible Homeowners who have defaulted on any matching loan provided through NLS pursuant to Section 4.4(b) hereof. In addition, NHS shall also include the following in such report regarding the Program as of the end of the preceding month: (i) information about each matching loan made to an Eligible Homeowner, or matching funds provided by the Eligible Homeowner, including the amount of the loan or other funds, the address of the subject property and evidence that matching funds were provided; (ii) number of renovations in process; (iii) number of renovations completed; (iv) total number of applicants; (v) total number of Applications reviewed; (vi) total number of Applications approved; (vii) total amount of Grant funds disbursed hereunder; (viii) number of Qualified Housing Units; (ix) description of building style; (x) whether initial site visit indicated that a new roof was needed; (xi) whether initial site visit indicated that additional roof insulation was needed; (xi) whether initial site visit indicated that air-sealing was needed; (xii) whether a new roof was installed; (xiii) whether roof insulation was installed; (xiv) whether air-sealing was performed; (xv) whether the heating system was replaced with an energy-efficient or non-energy-efficient replacement; (xvi) costs of any roof replacement; (xvii) cost of any air-sealing; (xviii) total project cost; and (xix) whether waiver for Electricity and Gas Data provided.

- (f) Add the following new Section 6.21 to the Agreement:

**Section 6.21. Shakman Accord Requirements.**

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) NHS is aware that City policy prohibits City employees from directing any individual to apply for a position with NHS, either as an employee or as a subcontractor, and from directing NHS to hire an individual as an employee or as a subcontractor. Accordingly, NHS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by NHS under this Agreement are employees or subcontractors of NHS,

not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by NHS.

(c) NHS will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to NHS by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, NHS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of HED. NHS will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

Except as set forth herein, the Agreement is not amended.

#### **ARTICLE IV**

##### **OBLIGATION TO PROVIDE DOCUMENTS**

NHS shall execute and deliver to HED such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



**IN WITNESS WHEREOF**, the City and NHS have executed this Amendment as of the date first set forth above.

CITY OF CHICAGO

By: \_\_\_\_\_  
Commissioner  
Department of Housing and Economic Development

NEIGHBORHOOD HOUSING SERVICES OF CHICAGO,  
INC., an Illinois not-for-profit corporation

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

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

EXHIBIT E

Form of First Amendment  
to  
NHS Agreement for the 119<sup>th</sup> and Halsted Area  
with  
Neighborhood Housing Services of Chicago, Inc.

This First Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Housing and Economic Development ("HED"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

**WHEREAS**, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

**WHEREAS**, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on February 6, 2002: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the 119th and Halsted Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the 119th and Halsted Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the 119th and Halsted Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "119th and Halsted TIF Area"; and

**WHEREAS**, the City, through HED, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the 119th and Halsted TIF Area (the "119th and Halsted Program") and entered into an agreement on February 6, 2007 with NHS ("Agreement") pursuant to which NHS performed certain administrative services for the 119th and Halsted Program; and

**WHEREAS**, the City desires to amend the Agreement with NHS to include additional energy-efficiency, reporting and other requirements to the 119th and Halsted Program; and

**WHEREAS**, the City also desires to amend the Agreement with NHS pursuant to which NHS will continue to provide administrative services under the 119th and Halsted Program; and

**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the 119th and Halsted TIF Area, or (ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2012, the City has approved the execution and delivery of this First Amendment to the Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

## **ARTICLE I**

### **INCORPORATION AND RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

## **ARTICLE II**

### **REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of Section 4.9 of the Agreement.

## **ARTICLE III**

### **AMENDMENTS TO AGREEMENT**

The Agreement is amended as follows:

- (a) Substitute the following definition of "Eligible Costs" in Article II:

"Eligible Costs" means the following rehabilitation costs which are incurred by eligible Homeowners pursuant to the Grant Documents and funded with Grant funds: exterior improvements including but not limited to roofs, windows, entryways, porches and masonry; up to 30% of the total Grant amount may be used for one of the two following purposes, at the option of the Selected Applicant:

- (a) interior life/safety improvements, but only to the extent that such improvements are designed to address a current (rather than potential) health and safety risk; and related architect's fees; or
- (b) the cost of an energy audit that recommends measures to improve the energy efficiency of a building may be included as a rehabilitation cost to the extent that:
- (i) the building renovations undertaken pursuant to such recommendation promote energy efficiency and resource conservation (e.g., the installation of low-flow plumbing fixtures or energy-efficient HVAC systems, the use of building materials made with a high degree of recycled content or renewable or non-toxic substances); and
  - (ii) the cost of the energy audit does not exceed 10% of the project budget.

(iii) provided, however, that if a project includes the replacement of an energy-efficient heating system, such as a boiler or a furnace, that meets Energy Star requirements, the above limitation of 30% of the Grant amount shall not apply.

(b) Substitute the following definition of "Maximum Program Assistance" in Article II:

"Maximum Program Assistance" means (a) for a Qualified Housing Unit comprised of a single family home, \$12,500, (b) for a Qualified Housing Unit comprised of two living units, \$17,500, (c) for a Qualified Housing Unit comprised of three living units, \$20,000, and (d) for a Qualified Housing Unit comprised of four living units, \$22,500; provided, however, that if the Air-Sealing Requirement, Insulation Requirement and/or EE Heating System Requirement are applicable, then the Maximum Program Assistance shall be increased as follows:

	Maximum Program Assistance	Allowance for Air-Sealing Requirement	Allowance for Insulation Requirement	EE Heating System Requirement	Total
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3 Unit	\$20,000	\$3,000	\$1,500	\$1,000	\$25,500
4 Unit	\$22,500	\$3,550	\$3,000	\$1,000	\$30,050

(c) Add the following definitions to Article II:

"Air Sealing Requirement" shall have the meaning set forth in Section 4.3(f)(i) hereof.

"EE Heating System Requirement" shall have the meaning set forth in Section 4.3(f)(iii) hereof.

"Insulation Requirement" shall have the meaning set forth in Section 4.3(f)(ii) hereof.

(d) Add the following text as a new subsection (f) to ARTICLE IV, Section 4.3:

(f) NHS shall enforce the following energy-efficiency requirements for the program:

(x) If a Qualified Housing Unit is having its roof replaced and the roof insulation is below R-49, then the project will be required to include R-49 insulation in the roof (except in the case that the roof cavity is not able to be insulated due to a finished attic) ("Insulation Requirement");

(xi) If NHS finds during the initial site visit required by Section 4.4(a) that the Qualified Housing Unit should be air-sealed, then the renovation work shall include air-sealing the Qualified Housing Unit ("Air-Sealing Requirement"); and

(xii) If the Eligible Homeowner plans to replace the heating system, such as a boiler or furnace, in the Qualified Housing Unit, then the heating system must meet the Energy Star standards for energy efficiency ("EE Heating System Requirement").

- (e) Substitute the following text for the current text in ARTICLE IV, Section 4.4(f):

(f) Reporting. On the seventh day of each month of each year during the term hereof, NHS shall submit to the City a monthly report in a form approved by HED and containing the following information for each Grant closed during the previous month, and for each Eligible Homeowner whose Application has been approved: (i) the address (including zip code) and census tract of the Qualified Housing Unit; (ii) the name, address, income and race (if known) of each Eligible Homeowner for such Qualified Housing Unit; (iii) the amount of the applicable Grant and the date of the Grant; (iv) the amount of Program Funds, if any, provided to such Eligible Homeowner by the end of the preceding month, and the use of such funds; (v) the status of the renovation work on such Qualified Housing Unit; and (vi) the names of any Eligible Homeowners who have defaulted on any matching loan provided through NLS pursuant to Section 4.4(b) hereof. In addition, NHS shall also include the following in such report regarding the Program as of the end of the preceding month: (i) information about each matching loan made to an Eligible Homeowner, or matching funds provided by the Eligible Homeowner, including the amount of the loan or other funds, the address of the subject property and evidence that matching funds were provided; (ii) number of renovations in process; (iii) number of renovations completed; (iv) total number of applicants; (v) total number of Applications reviewed; (vi) total number of Applications approved; (vii) total amount of Grant funds disbursed hereunder; (viii) number of Qualified Housing Units; (ix) description of building style; (x) whether initial site visit indicated that a new roof was needed; (xi) whether initial site visit indicated that additional roof insulation was needed; (xi) whether initial site visit indicated that air-sealing was needed; (xii) whether a new roof was installed; (xiii) whether roof insulation was installed; (xiv) whether air-sealing was performed; (xv) whether the heating system was replaced with an energy-efficient or non-energy-efficient replacement; (xvi) costs of any roof replacement; (xvii) cost of any air-sealing; (xviii) total project cost; and (xix) whether waiver for Electricity and Gas Data provided.

- (f) Add the following new Section 6.21 to the Agreement:

Section 6.21. Shakman Accord Requirements.

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) NHS is aware that City policy prohibits City employees from directing any individual to apply for a position with NHS, either as an employee or as a subcontractor, and from directing NHS to hire an individual as an employee or as a subcontractor. Accordingly, NHS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel

provided by NHS under this Agreement are employees or subcontractors of NHS, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by NHS.

(c) NHS will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to NHS by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, NHS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of HED. NHS will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

Except as set forth herein, the Agreement is not amended.

#### ARTICLE IV

##### OBLIGATION TO PROVIDE DOCUMENTS

NHS shall execute and deliver to HED such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the City and NHS have executed this Amendment as of the date first set forth above.

CITY OF CHICAGO

By: \_\_\_\_\_  
Commissioner  
Department of Housing and Economic Development

NEIGHBORHOOD HOUSING SERVICES OF CHICAGO,  
INC., an Illinois not-for-profit corporation

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

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

EXHIBIT F

Form of First Amendment  
to  
NHS Agreement for the 119<sup>th</sup>/I-57 Area  
with  
Neighborhood Housing Services of Chicago, Inc.

This First Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Housing and Economic Development ("HED"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

**WHEREAS**, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

**WHEREAS**, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on November 6, 2002: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the 119<sup>th</sup>/I-57 Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the 119<sup>th</sup>/I-57 Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the 119<sup>th</sup>/I-57 Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "119<sup>th</sup>/I-57 TIF Area"; and

**WHEREAS**, the City, through HED, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the 119<sup>th</sup>/I-57 TIF Area (the "119<sup>th</sup>/I-57 Program") and entered into an agreement on February 6, 2007 with NHS ("Agreement") pursuant to which NHS performed certain administrative services for the 119<sup>th</sup>/I-57 Program; and

**WHEREAS**, the City desires to amend the Agreement with NHS to include additional energy-efficiency, reporting and other requirements to the 119<sup>th</sup>/I-57 Program; and

**WHEREAS**, the City also desires to amend the Agreement with NHS pursuant to which NHS will continue to provide administrative services under the 119<sup>th</sup>/I-57 Program; and

**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the 119<sup>th</sup>/I-57 TIF Area, or (ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2012, the City has approved the execution and delivery of this First Amendment to the Agreement; and



**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

## **ARTICLE I**

### **INCORPORATION AND RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

## **ARTICLE II**

### **REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of Section 4.9 of the Agreement.

## **ARTICLE III**

### **AMENDMENTS TO AGREEMENT**

The Agreement is amended as follows:

- (a) Substitute the following definition of "Eligible Costs" in Article II:

"Eligible Costs" means the following rehabilitation costs which are incurred by eligible Homeowners pursuant to the Grant Documents and funded with Grant funds: exterior improvements including but not limited to roofs, windows, entryways, porches and masonry; up to 30% of the total Grant amount may be used for one of the two following purposes, at the option of the Selected Applicant:

- (a) interior life/safety improvements, but only to the extent that such improvements are designed to address a current (rather than potential) health and safety risk; and related architect's fees; or

- (b) the cost of an energy audit that recommends measures to improve the energy efficiency of a building may be included as a rehabilitation cost to the extent that:

(i) the building renovations undertaken pursuant to such recommendation promote energy efficiency and resource conservation (e.g., the installation of low-flow plumbing fixtures or energy-efficient HVAC systems, the use of building materials made with a high degree of recycled content or renewable or non-toxic substances); and

(ii) the cost of the energy audit does not exceed 10% of the project budget.

(iii) provided, however, that if a project includes the replacement of an energy-

efficient heating system, such as a boiler or a furnace, that meets Energy Star requirements, the above limitation of 30% of the Grant amount shall not apply.

- (b) Substitute the following definition of "Maximum Program Assistance" in Article II:

"Maximum Program Assistance" means (a) for a Qualified Housing Unit comprised of a single family home, \$12,500, (b) for a Qualified Housing Unit comprised of two living units, \$17,500, (c) for a Qualified Housing Unit comprised of three living units, \$20,000, and (d) for a Qualified Housing Unit comprised of four living units, \$22,500; provided, however, that if the Air-Sealing Requirement, Insulation Requirement and/or EE Heating System Requirement are applicable, then the Maximum Program Assistance shall be increased as follows:

	Maximum Program Assistance	Allowance for Air-Sealing Requirement	Allowance for Insulation Requirement	EE Heating System Requirement	Total
1 Unit	\$12,500	\$1,850	\$1,500	\$1,000	\$16,850
2 Unit	\$17,500	\$2,400	\$1,500	\$1,000	\$22,400
3 Unit	\$20,000	\$3,000	\$1,500	\$1,000	\$25,500
4 Unit	\$22,500	\$3,550	\$3,000	\$1,000	\$30,050

- (c) Add the following definitions to Article II:

"Air Sealing Requirement" shall have the meaning set forth in Section 4.3(f)(i) hereof.

"EE Heating System Requirement" shall have the meaning set forth in Section 4.3(f)(iii) hereof.

"Insulation Requirement" shall have the meaning set forth in Section 4.3(f)(ii) hereof.

- (d) Add the following text as a new subsection (f) to ARTICLE IV, Section 4.3:

(f) NHS shall enforce the following energy-efficiency requirements for the program:

- (xiii) If a Qualified Housing Unit is having its roof replaced and the roof insulation is below R-49, then the project will be required to include R-49 insulation in the roof (except in the case that the roof cavity is not able to be insulated due to a finished attic) ("Insulation Requirement");
- (xiv) If NHS finds during the initial site visit required by Section 4.4(a) that the Qualified Housing Unit should be air-sealed, then the renovation work shall include air-sealing the Qualified Housing Unit ("Air-Sealing Requirement"); and
- (xv) If the Eligible Homeowner plans to replace the heating system, such as a boiler or furnace, in the Qualified Housing Unit, then the heating system must meet the Energy Star standards for energy efficiency ("EE Heating System Requirement").

- (e) Substitute the following text for the current text in ARTICLE IV, Section 4.4(f):

(f) Reporting. On the seventh day of each month of each year during the term hereof, NHS shall submit to the City a monthly report in a form approved by HED and containing the following information for each Grant closed during the previous month, and for each Eligible Homeowner whose Application has been approved: (i) the address (including zip code) and census tract of the Qualified Housing Unit; (ii) the name, address, income and race (if known) of each Eligible Homeowner for such Qualified Housing Unit; (iii) the amount of the applicable Grant and the date of the Grant; (iv) the amount of Program Funds, if any, provided to such Eligible Homeowner by the end of the preceding month, and the use of such funds; (v) the status of the renovation work on such Qualified Housing Unit; and (vi) the names of any Eligible Homeowners who have defaulted on any matching loan provided through NLS pursuant to Section 4.4(b) hereof. In addition, NHS shall also include the following in such report regarding the Program as of the end of the preceding month: (i) information about each matching loan made to an Eligible Homeowner, or matching funds provided by the Eligible Homeowner, including the amount of the loan or other funds, the address of the subject property and evidence that matching funds were provided; (ii) number of renovations in process; (iii) number of renovations completed; (iv) total number of applicants; (v) total number of Applications reviewed; (vi) total number of Applications approved; (vii) total amount of Grant funds disbursed hereunder; (viii) number of Qualified Housing Units; (ix) description of building style; (x) whether initial site visit indicated that a new roof was needed; (xi) whether initial site visit indicated that additional roof insulation was needed; (xi) whether initial site visit indicated that air-sealing was needed; (xii) whether a new roof was installed; (xiii) whether roof insulation was installed; (xiv) whether air-sealing was performed; (xv) whether the heating system was replaced with an energy-efficient or non-energy-efficient replacement; (xvi) costs of any roof replacement; (xvii) cost of any air-sealing; (xviii) total project cost; and (xix) whether waiver for Electricity and Gas Data provided.

- (f) Add the following new Section 6.21 to the Agreement:

Section 6.21. Shakman Accord Requirements.

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) NHS is aware that City policy prohibits City employees from directing any individual to apply for a position with NHS, either as an employee or as a subcontractor, and from directing NHS to hire an individual as an employee or as a subcontractor. Accordingly, NHS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by NHS under this Agreement are employees or subcontractors of NHS,

not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by NHS.

(c) NHS will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to NHS by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, NHS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of HED. NHS will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

Except as set forth herein, the Agreement is not amended.

#### **ARTICLE IV**

##### **OBLIGATION TO PROVIDE DOCUMENTS**

NHS shall execute and deliver to HED such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the City and NHS have executed this Amendment as of the date first set forth above.

CITY OF CHICAGO

By: \_\_\_\_\_  
Commissioner  
Department of Housing and Economic Development

NEIGHBORHOOD HOUSING SERVICES OF CHICAGO,  
INC., an Illinois not-for-profit corporation

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

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

EXHIBIT G

Form of First Amendment  
to  
NHS Agreement for the Addison South Area  
with  
Neighborhood Housing Services of Chicago, Inc.

This First Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Housing and Economic Development ("HED"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

**WHEREAS**, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

**WHEREAS**, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on May 9, 2007: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Addison South Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Addison South Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Addison South Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "Addison South TIF Area"; and

**WHEREAS**, the City, through HED, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the Addison South TIF Area (the "Addison South Program") and entered into an agreement with NHS ("Agreement") pursuant to which NHS performed certain administrative services for the Addison South Program; and

**WHEREAS**, the City desires to amend the Agreement with NHS to include additional energy-efficiency, reporting and other requirements to the Addison South Program; and

**WHEREAS**, the City also desires to amend the Agreement with NHS pursuant to which NHS will continue to provide administrative services under the Addison South Program; and

**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the Addison South TIF Area, or (ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2012, the City has approved the execution and delivery of this First Amendment to the Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

## **ARTICLE I**

### **INCORPORATION AND RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

## **ARTICLE II**

### **REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of Section 4.9 of the Agreement.

## **ARTICLE III**

### **AMENDMENTS TO AGREEMENT**

The Agreement is amended as follows:

- (a) Substitute the following definition of "Eligible Costs" in Article II:

"Eligible Costs" means the following rehabilitation costs which are incurred by eligible Homeowners pursuant to the Grant Documents and funded with Grant funds: exterior improvements including but not limited to roofs, windows, entryways, porches and masonry; up to 30% of the total Grant amount may be used for one of the two following purposes, at the option of the Selected Applicant:

- (a) interior life/safety improvements, but only to the extent that such improvements are designed to address a current (rather than potential) health and safety risk; and related architect's fees; or
- (b) the cost of an energy audit that recommends measures to improve the energy efficiency of a building may be included as a rehabilitation cost to the extent that:
- (i) the building renovations undertaken pursuant to such recommendation promote energy efficiency and resource conservation (e.g., the installation of low-flow plumbing fixtures or energy-efficient HVAC systems, the use of building materials made with a high degree of recycled content or renewable or non-toxic substances); and
  - (ii) the cost of the energy audit does not exceed 10% of the project budget.
  - (iii) provided, however, that if a project includes the replacement of an energy-

efficient heating system, such as a boiler or a furnace, that meets Energy Star requirements, the above limitation of 30% of the Grant amount shall not apply.

(b) Substitute the following definition of "Maximum Program Assistance" in Article II:

"Maximum Program Assistance" means (a) for a Qualified Housing Unit comprised of a single family home, \$12,500, (b) for a Qualified Housing Unit comprised of two living units, \$17,500, (c) for a Qualified Housing Unit comprised of three living units, \$20,000, and (d) for a Qualified Housing Unit comprised of four living units, \$22,500; provided, however, that if the Air-Sealing Requirement, Insulation Requirement and/or EE Heating System Requirement are applicable, then the Maximum Program Assistance shall be increased as follows:

	Maximum Program Assistance	Allowance for Air-Sealing Requirement	Allowance for Insulation Requirement	EE Heating System Requirement	Total
1 Unit	\$12,500	\$1,850	\$1,500	\$1,000	\$16,850
2 Unit	\$17,500	\$2,400	\$1,500	\$1,000	\$22,400
3 Unit	\$20,000	\$3,000	\$1,500	\$1,000	\$25,500
4 Unit	\$22,500	\$3,550	\$3,000	\$1,000	\$30,050

(c) Add the following definitions to Article II:

"Air Sealing Requirement" shall have the meaning set forth in Section 4.3(f)(i) hereof.

"EE Heating System Requirement" shall have the meaning set forth in Section 4.3(f)(iii) hereof.

"Insulation Requirement" shall have the meaning set forth in Section 4.3(f)(ii) hereof.

(d) Add the following text as a new subsection (f) to ARTICLE IV, Section 4.3:

(f) NHS shall enforce the following energy-efficiency requirements for the program:

(xvi) If a Qualified Housing Unit is having its roof replaced and the roof insulation is below R-49, then the project will be required to include R-49 insulation in the roof (except in the case that the roof cavity is not able to be insulated due to a finished attic) ("Insulation Requirement");

(xvii) If NHS finds during the initial site visit required by Section 4.4(a) that the Qualified Housing Unit should be air-sealed, then the renovation work shall include air-sealing the Qualified Housing Unit ("Air-Sealing Requirement"); and

(xviii) If the Eligible Homeowner plans to replace the heating system, such as a boiler or furnace, in the Qualified Housing Unit, then the heating system must meet the Energy Star standards for energy efficiency ("EE Heating System Requirement").



- (e) Substitute the following text for the current text in ARTICLE IV, Section 4.4(f):

(f) Reporting. On the seventh day of each month of each year during the term hereof, NHS shall submit to the City a monthly report in a form approved by HED and containing the following information for each Grant closed during the previous month, and for each Eligible Homeowner whose Application has been approved: (i) the address (including zip code) and census tract of the Qualified Housing Unit; (ii) the name, address, income and race (if known) of each Eligible Homeowner for such Qualified Housing Unit; (iii) the amount of the applicable Grant and the date of the Grant; (iv) the amount of Program Funds, if any, provided to such Eligible Homeowner by the end of the preceding month, and the use of such funds; (v) the status of the renovation work on such Qualified Housing Unit; and (vi) the names of any Eligible Homeowners who have defaulted on any matching loan provided through NLS pursuant to Section 4.4(b) hereof. In addition, NHS shall also include the following in such report regarding the Program as of the end of the preceding month: (i) information about each matching loan made to an Eligible Homeowner, or matching funds provided by the Eligible Homeowner, including the amount of the loan or other funds, the address of the subject property and evidence that matching funds were provided; (ii) number of renovations in process; (iii) number of renovations completed; (iv) total number of applicants; (v) total number of Applications reviewed; (vi) total number of Applications approved; (vii) total amount of Grant funds disbursed hereunder; (viii) number of Qualified Housing Units; (ix) description of building style; (x) whether initial site visit indicated that a new roof was needed; (xi) whether initial site visit indicated that additional roof insulation was needed; (xii) whether a new roof was installed; (xiii) whether roof insulation was installed; (xiv) whether air-sealing was performed; (xv) whether the heating system was replaced with an energy-efficient or non-energy-efficient replacement; (xvi) costs of any roof replacement; (xvii) cost of any air-sealing; (xviii) total project cost; and (xix) whether waiver for Electricity and Gas Data provided.

- (f) Add the following new Section 6.21 to the Agreement:

Section 6.21. Shakman Accord Requirements.

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) NHS is aware that City policy prohibits City employees from directing any individual to apply for a position with NHS, either as an employee or as a subcontractor, and from directing NHS to hire an individual as an employee or as a subcontractor. Accordingly, NHS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by NHS under this Agreement are employees or subcontractors of NHS,

not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by NHS.

(c) NHS will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to NHS by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, NHS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of HED. NHS will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

Except as set forth herein, the Agreement is not amended.

#### **ARTICLE IV**

##### **OBLIGATION TO PROVIDE DOCUMENTS**

NHS shall execute and deliver to HED such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the City and NHS have executed this Amendment as of the date first set forth above.

CITY OF CHICAGO

By: \_\_\_\_\_  
Commissioner  
Department of Housing and Economic Development

NEIGHBORHOOD HOUSING SERVICES OF CHICAGO,  
INC., an Illinois not-for-profit corporation

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

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

EXHIBIT H

Form of First Amendment  
to  
NHS Agreement for the Austin Commercial Area  
with  
Neighborhood Housing Services of Chicago, Inc.

This First Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Housing and Economic Development ("HED"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

**WHEREAS**, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

**WHEREAS**, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on September 27, 2007: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Austin Commercial Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Austin Commercial Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Austin Commercial Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "Austin Commercial TIF Area"; and

**WHEREAS**, the City, through HED, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the Austin Commercial TIF Area (the "Austin Commercial Program") and entered into an agreement on July 7, 2009 with NHS ("Agreement") pursuant to which NHS performed certain administrative services for the Austin Commercial Program; and

**WHEREAS**, the City desires to amend the Agreement with NHS to include additional energy-efficiency, reporting and other requirements to the Austin Commercial Program; and

**WHEREAS**, the City also desires to amend the Agreement with NHS pursuant to which NHS will continue to provide administrative services under the Austin Commercial Program; and

**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the Austin Commercial TIF Area, or (ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2012, the City has approved the execution and delivery of this First Amendment to the Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

## **ARTICLE I**

### **INCORPORATION AND RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

## **ARTICLE II**

### **REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of Section 4.9 of the Agreement.

## **ARTICLE III**

### **AMENDMENTS TO AGREEMENT**

The Agreement is amended as follows:

- (a) Substitute the following definition of "Eligible Costs" in Article II:

"Eligible Costs" means the following rehabilitation costs which are incurred by eligible Homeowners pursuant to the Grant Documents and funded with Grant funds: exterior improvements including but not limited to roofs, windows, entryways, porches and masonry; up to 30% of the total Grant amount may be used for one of the two following purposes, at the option of the Selected Applicant:

- (a) interior life/safety improvements, but only to the extent that such improvements are designed to address a current (rather than potential) health and safety risk; and related architect's fees; or
- (b) the cost of an energy audit that recommends measures to improve the energy efficiency of a building may be included as a rehabilitation cost to the extent that:
- (i) the building renovations undertaken pursuant to such recommendation promote energy efficiency and resource conservation (e.g., the installation of low-flow plumbing fixtures or energy-efficient HVAC systems, the use of building materials made with a high degree of recycled content or renewable or non-toxic substances); and
  - (ii) the cost of the energy audit does not exceed 10% of the project budget.

(iii) provided, however, that if a project includes the replacement of an energy-efficient heating system, such as a boiler or a furnace, that meets Energy Star requirements, the above limitation of 30% of the Grant amount shall not apply.

(b) Substitute the following definition of "Maximum Program Assistance" in Article II:

"Maximum Program Assistance" means (a) for a Qualified Housing Unit comprised of a single family home, \$12,500, (b) for a Qualified Housing Unit comprised of two living units, \$17,500, (c) for a Qualified Housing Unit comprised of three living units, \$20,000, and (d) for a Qualified Housing Unit comprised of four living units, \$22,500; provided, however, that if the Air-Sealing Requirement, Insulation Requirement and/or EE Heating System Requirement are applicable, then the Maximum Program Assistance shall be increased as follows:

	Maximum Program Assistance	Allowance for Air-Sealing Requirement	Allowance for Insulation Requirement	EE Heating System Requirement	Total
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3 Unit	\$20,000	\$3,000	\$1,500	\$1,000	\$25,500
4 Unit	\$22,500	\$3,550	\$3,000	\$1,000	\$30,050

(c) Add the following definitions to Article II:

"Air Sealing Requirement" shall have the meaning set forth in Section 4.3(f)(i) hereof.

"EE Heating System Requirement" shall have the meaning set forth in Section 4.3(f)(iii) hereof.

"Insulation Requirement" shall have the meaning set forth in Section 4.3(f)(ii) hereof.

(d) Add the following text as a new subsection (f) to ARTICLE IV, Section 4.3:

(f) NHS shall enforce the following energy-efficiency requirements for the program:

(xix) If a Qualified Housing Unit is having its roof replaced and the roof insulation is below R-49, then the project will be required to include R-49 insulation in the roof (except in the case that the roof cavity is not able to be insulated due to a finished attic) ("Insulation Requirement");

(xx) If NHS finds during the initial site visit required by Section 4.4(a) that the Qualified Housing Unit should be air-sealed, then the renovation work shall include air-sealing the Qualified Housing Unit ("Air-Sealing Requirement"); and

(xxi) If the Eligible Homeowner plans to replace the heating system, such as a boiler or furnace, in the Qualified Housing Unit, then the heating system must meet the Energy Star standards for energy efficiency ("EE Heating System Requirement").

- (e) Substitute the following text for the current text in ARTICLE IV, Section 4.4(f):

(f) Reporting. On the seventh day of each month of each year during the term hereof, NHS shall submit to the City a monthly report in a form approved by HED and containing the following information for each Grant closed during the previous month, and for each Eligible Homeowner whose Application has been approved: (i) the address (including zip code) and census tract of the Qualified Housing Unit; (ii) the name, address, income and race (if known) of each Eligible Homeowner for such Qualified Housing Unit; (iii) the amount of the applicable Grant and the date of the Grant; (iv) the amount of Program Funds, if any, provided to such Eligible Homeowner by the end of the preceding month, and the use of such funds; (v) the status of the renovation work on such Qualified Housing Unit; and (vi) the names of any Eligible Homeowners who have defaulted on any matching loan provided through NLS pursuant to Section 4.4(b) hereof. In addition, NHS shall also include the following in such report regarding the Program as of the end of the preceding month: (i) information about each matching loan made to an Eligible Homeowner, or matching funds provided by the Eligible Homeowner, including the amount of the loan or other funds, the address of the subject property and evidence that matching funds were provided; (ii) number of renovations in process; (iii) number of renovations completed; (iv) total number of applicants; (v) total number of Applications reviewed; (vi) total number of Applications approved; (vii) total amount of Grant funds disbursed hereunder; (viii) number of Qualified Housing Units; (ix) description of building style; (x) whether initial site visit indicated that a new roof was needed; (xi) whether initial site visit indicated that additional roof insulation was needed; (xi) whether initial site visit indicated that air-sealing was needed; (xii) whether a new roof was installed; (xiii) whether roof insulation was installed; (xiv) whether air-sealing was performed; (xv) whether the heating system was replaced with an energy-efficient or non-energy-efficient replacement; (xvi) costs of any roof replacement; (xvii) cost of any air-sealing; (xviii) total project cost; and (xix) whether waiver for Electricity and Gas Data provided.

- (f) Add the following new Section 6.21 to the Agreement:

Section 6.21. Shakman Accord Requirements.

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) NHS is aware that City policy prohibits City employees from directing any individual to apply for a position with NHS, either as an employee or as a subcontractor, and from directing NHS to hire an individual as an employee or as a subcontractor. Accordingly, NHS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel

provided by NHS under this Agreement are employees or subcontractors of NHS, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by NHS.

(c) NHS will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to NHS by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, NHS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of HED. NHS will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

Except as set forth herein, the Agreement is not amended.

#### **ARTICLE IV**

##### **OBLIGATION TO PROVIDE DOCUMENTS**

NHS shall execute and deliver to HED such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



**IN WITNESS WHEREOF**, the City and NHS have executed this Amendment as of the date first set forth above.

**CITY OF CHICAGO**

By: \_\_\_\_\_  
Commissioner  
Department of Housing and Economic Development

**NEIGHBORHOOD HOUSING SERVICES OF CHICAGO,  
INC., an Illinois not-for-profit corporation**

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

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

EXHIBIT I

Form of First Amendment  
to  
NHS Agreement for the Bronzeville Area  
with  
Neighborhood Housing Services of Chicago, Inc.

This First Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Housing and Economic Development ("HED"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

**WHEREAS**, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

**WHEREAS**, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on November 4, 1998: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Bronzeville Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Bronzeville Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Bronzeville Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "Bronzeville TIF Area"; and

**WHEREAS**, the City, through HED, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the Bronzeville TIF Area (the "Bronzeville Program") and entered into an agreement with NHS ("Agreement") pursuant to which NHS performed certain administrative services for the Bronzeville Program; and

**WHEREAS**, the City desires to amend the Agreement with NHS to include additional energy-efficiency, reporting and other requirements to the Bronzeville Program; and

**WHEREAS**, the City also desires to amend the Agreement with NHS pursuant to which NHS will continue to provide administrative services under the Bronzeville Program; and

**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the Bronzeville TIF Area, or (ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2012, the City has approved the execution and delivery of this First Amendment to the Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

## **ARTICLE I**

### **INCORPORATION AND RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

## **ARTICLE II**

### **REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of Section 4.9 of the Agreement.

## **ARTICLE III**

### **AMENDMENTS TO AGREEMENT**

The Agreement is amended as follows:

- (a) Substitute the following definition of "Eligible Costs" in Article II:

"Eligible Costs" means the following rehabilitation costs which are incurred by eligible Homeowners pursuant to the Grant Documents and funded with Grant funds: exterior improvements including but not limited to roofs, windows, entryways, porches and masonry; up to 30% of the total Grant amount may be used for one of the two following purposes, at the option of the Selected Applicant:

(a) interior life/safety improvements, but only to the extent that such improvements are designed to address a current (rather than potential) health and safety risk; and related architect's fees; or

(b) the cost of an energy audit that recommends measures to improve the energy efficiency of a building may be included as a rehabilitation cost to the extent that:

(i) the building renovations undertaken pursuant to such recommendation promote energy efficiency and resource conservation (e.g., the installation of low-flow plumbing fixtures or energy-efficient HVAC systems, the use of building materials made with a high degree of recycled content or renewable or non-toxic substances); and

(ii) the cost of the energy audit does not exceed 10% of the project budget.

(iii) provided, however, that if a project includes the replacement of an energy-

efficient heating system, such as a boiler or a furnace, that meets Energy Star requirements, the above limitation of 30% of the Grant amount shall not apply.

(b) Substitute the following definition of "Maximum Program Assistance" in Article II:

"Maximum Program Assistance" means (a) for a Qualified Housing Unit comprised of a single family home, \$12,500, (b) for a Qualified Housing Unit comprised of two living units, \$17,500, (c) for a Qualified Housing Unit comprised of three living units, \$20,000, and (d) for a Qualified Housing Unit comprised of four living units, \$22,500; provided, however, that if the Air-Sealing Requirement, Insulation Requirement and/or EE Heating System Requirement are applicable, then the Maximum Program Assistance shall be increased as follows:

	Maximum Program Assistance	Allowance for Air-Sealing Requirement	Allowance for Insulation Requirement	EE Heating System Requirement	Total
1 Unit	\$12,500	\$1,850	\$1,500	\$1,000	\$16,850
2 Unit	\$17,500	\$2,400	\$1,500	\$1,000	\$22,400
3 Unit	\$20,000	\$3,000	\$1,500	\$1,000	\$25,500
4 Unit	\$22,500	\$3,550	\$3,000	\$1,000	\$30,050

(c) Add the following definitions to Article II:

"Air Sealing Requirement" shall have the meaning set forth in Section 4.3(f)(i) hereof.

"EE Heating System Requirement" shall have the meaning set forth in Section 4.3(f)(iii) hereof.

"Insulation Requirement" shall have the meaning set forth in Section 4.3(f)(ii) hereof.

(d) Add the following text as a new subsection (f) to ARTICLE IV, Section 4.3:

(f) NHS shall enforce the following energy-efficiency requirements for the program:

(xxii) If a Qualified Housing Unit is having its roof replaced and the roof insulation is below R-49, then the project will be required to include R-49 insulation in the roof (except in the case that the roof cavity is not able to be insulated due to a finished attic) ("Insulation Requirement");

(xxiii) If NHS finds during the initial site visit required by Section 4.4(a) that the Qualified Housing Unit should be air-sealed, then the renovation work shall include air-sealing the Qualified Housing Unit ("Air-Sealing Requirement"); and

(xxiv) If the Eligible Homeowner plans to replace the heating system, such as a boiler or furnace, in the Qualified Housing Unit, then the heating system must meet the Energy Star standards for energy efficiency ("EE Heating System Requirement").

- (e) Substitute the following text for the current text in ARTICLE IV, Section 4.4(f):

(f) Reporting. On the seventh day of each month of each year during the term hereof, NHS shall submit to the City a monthly report in a form approved by HED and containing the following information for each Grant closed during the previous month, and for each Eligible Homeowner whose Application has been approved: (i) the address (including zip code) and census tract of the Qualified Housing Unit; (ii) the name, address, income and race (if known) of each Eligible Homeowner for such Qualified Housing Unit; (iii) the amount of the applicable Grant and the date of the Grant; (iv) the amount of Program Funds, if any, provided to such Eligible Homeowner by the end of the preceding month, and the use of such funds; (v) the status of the renovation work on such Qualified Housing Unit; and (vi) the names of any Eligible Homeowners who have defaulted on any matching loan provided through NLS pursuant to Section 4.4(b) hereof. In addition, NHS shall also include the following in such report regarding the Program as of the end of the preceding month: (i) information about each matching loan made to an Eligible Homeowner, or matching funds provided by the Eligible Homeowner, including the amount of the loan or other funds, the address of the subject property and evidence that matching funds were provided; (ii) number of renovations in process; (iii) number of renovations completed; (iv) total number of applicants; (v) total number of Applications reviewed; (vi) total number of Applications approved; (vii) total amount of Grant funds disbursed hereunder; (viii) number of Qualified Housing Units; (ix) description of building style; (x) whether initial site visit indicated that a new roof was needed; (xi) whether initial site visit indicated that additional roof insulation was needed; (xii) whether initial site visit indicated that air-sealing was needed; (xiii) whether a new roof was installed; (xiv) whether roof insulation was installed; (xv) whether air-sealing was performed; (xvi) whether the heating system was replaced with an energy-efficient or non-energy-efficient replacement; (xvii) costs of any roof replacement; (xviii) cost of any air-sealing; (xix) total project cost; and (xx) whether waiver for Electricity and Gas Data provided.

- (f) Add the following new Section 6.21 to the Agreement:

Section 6.21. Shakman Accord Requirements.

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) NHS is aware that City policy prohibits City employees from directing any individual to apply for a position with NHS, either as an employee or as a subcontractor, and from directing NHS to hire an individual as an employee or as a subcontractor. Accordingly, NHS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by NHS under this Agreement are employees or subcontractors of NHS,

not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by NHS.

(c) NHS will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to NHS by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, NHS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of HED. NHS will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

Except as set forth herein, the Agreement is not amended.

#### **ARTICLE IV**

##### **OBLIGATION TO PROVIDE DOCUMENTS**

NHS shall execute and deliver to HED such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the City and NHS have executed this Amendment as of the date first set forth above.

CITY OF CHICAGO

By: \_\_\_\_\_  
Commissioner  
Department of Housing and Economic Development

NEIGHBORHOOD HOUSING SERVICES OF CHICAGO,  
INC., an Illinois not-for-profit corporation

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

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

EXHIBIT J

Form of Second Amendment  
to  
NHS Agreement for the Central West Area  
with  
Neighborhood Housing Services of Chicago, Inc.

This Second Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Housing and Economic Development ("HED"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

**WHEREAS**, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

**WHEREAS**, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on February 16, 2000: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Central West Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Central West Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Central West Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "Central West TIF Area"; and

**WHEREAS**, the City, through HED, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the Central West TIF Area (the "Central West Program") and entered into an agreement with NHS ("Agreement") pursuant to which NHS performed certain administrative services for the Central West Program; and

**WHEREAS**, the City and NHS entered into a first amendment to the Agreement on July 7, 2009 ("First Amendment"), under which NHS continued to provide administrative services for the expanded Central West Program; and

**WHEREAS**, the City desires to amend the Agreement with NHS to include additional energy-efficiency, reporting and other requirements to the Central West Program; and

**WHEREAS**, the City also desires to amend the Agreement, as previously amended, with NHS pursuant to which NHS will continue to provide administrative services under the Central West Program; and



**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through  
(i) incremental taxes deposited in the Special Tax Allocation Fund of the Central West TIF Area, or  
(ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2012,  
the City has approved the execution and delivery of this Second Amendment to the Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below,  
the parties hereto agree as follows:

## **ARTICLE I**

### **INCORPORATION AND RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

## **ARTICLE II**

### **REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

NHS reaffirms each and every representation, warranty and covenant made in Article III of  
the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of  
Section 4.9 of the Agreement.

## **ARTICLE III**

### **AMENDMENTS TO AGREEMENT AND FIRST AMENDMENT**

The Agreement and First Amendment, as applicable, are amended as follows:

(a) Substitute the following definition of "Eligible Costs" in Article II:

"Eligible Costs" means the following rehabilitation costs which are incurred by eligible  
Homeowners pursuant to the Grant Documents and funded with Grant funds: exterior improvements  
including but not limited to roofs, windows, entryways, porches and masonry; up to 30% of the total  
Grant amount may be used for one of the two following purposes, at the option of the Selected  
Applicant:

(a) interior life/safety improvements, but only to the extent that such improvements are  
designed to address a current (rather than potential) health and safety risk; and related  
architect's fees; or

(b) the cost of an energy audit that recommends measures to improve the energy efficiency  
of a building may be included as a rehabilitation cost to the extent that:

(i) the building renovations undertaken pursuant to such recommendation promote  
energy efficiency and resource conservation (e.g., the installation of low-flow

plumbing fixtures or energy-efficient HVAC systems, the use of building materials made with a high degree of recycled content or renewable or non-toxic substances); and

(ii) the cost of the energy audit does not exceed 10% of the project budget.

(iii) provided, however, that if a project includes the replacement of an energy-efficient heating system, such as a boiler or a furnace, that meets Energy Star requirements, the above limitation of 30% of the Grant amount shall not apply.

(b) Substitute the following definition of "Maximum Program Assistance" in Article II:

"Maximum Program Assistance" means (a) for a Qualified Housing Unit comprised of a single family home, \$12,500, (b) for a Qualified Housing Unit comprised of two living units, \$17,500, (c) for a Qualified Housing Unit comprised of three living units, \$20,000, and (d) for a Qualified Housing Unit comprised of four living units, \$22,500; provided, however, that if the Air-Sealing Requirement, Insulation Requirement and/or EE Heating System Requirement are applicable, then the Maximum Program Assistance shall be increased as follows:

	Maximum Program Assistance	Allowance for Air-Sealing Requirement	Allowance for Insulation Requirement	EE Heating System Requirement	Total
1 Unit	\$12,500	\$1,850	\$1,500	\$1,000	\$16,850
2 Unit	\$17,500	\$2,400	\$1,500	\$1,000	\$22,400
3 Unit	\$20,000	\$3,000	\$1,500	\$1,000	\$25,500
4 Unit	\$22,500	\$3,550	\$3,000	\$1,000	\$30,050

(c) Add the following definitions to Article II:

"Air Sealing Requirement" shall have the meaning set forth in Section 4.3(f)(i) hereof.

"EE Heating System Requirement" shall have the meaning set forth in Section 4.3(f)(iii) hereof.

"Insulation Requirement" shall have the meaning set forth in Section 4.3(f)(ii) hereof.

(d) Add the following text as a new subsection (f) to ARTICLE IV, Section 4.3:

(f) NHS shall enforce the following energy-efficiency requirements for the program:

(xxv) If a Qualified Housing Unit is having its roof replaced and the roof insulation is below R-49, then the project will be required to include R-49 insulation in the roof (except in the case that the roof cavity is not able to be insulated due to a finished attic) ("Insulation Requirement");

(xxvi) If NHS finds during the initial site visit required by Section 4.4(a) that the Qualified Housing Unit should be air-sealed, then the renovation work shall include air-sealing the Qualified Housing Unit ("Air-Sealing Requirement");

and

(xxvii) If the Eligible Homeowner plans to replace the heating system, such as a boiler or furnace, in the Qualified Housing Unit, then the heating system must meet the Energy Star standards for energy efficiency ("EE Heating System Requirement").

(e) Substitute the following text for the current text in ARTICLE IV, Section 4.4(f):

(f) Reporting. On the seventh day of each month of each year during the term hereof, NHS shall submit to the City a monthly report in a form approved by HED and containing the following information for each Grant closed during the previous month, and for each Eligible Homeowner whose Application has been approved: (i) the address (including zip code) and census tract of the Qualified Housing Unit; (ii) the name, address, income and race (if known) of each Eligible Homeowner for such Qualified Housing Unit; (iii) the amount of the applicable Grant and the date of the Grant; (iv) the amount of Program Funds, if any, provided to such Eligible Homeowner by the end of the preceding month, and the use of such funds; (v) the status of the renovation work on such Qualified Housing Unit; and (vi) the names of any Eligible Homeowners who have defaulted on any matching loan provided through NLS pursuant to Section 4.4(b) hereof. In addition, NHS shall also include the following in such report regarding the Program as of the end of the preceding month: (i) information about each matching loan made to an Eligible Homeowner, or matching funds provided by the Eligible Homeowner, including the amount of the loan or other funds, the address of the subject property and evidence that matching funds were provided; (ii) number of renovations in process; (iii) number of renovations completed; (iv) total number of applicants; (v) total number of Applications reviewed; (vi) total number of Applications approved; (vii) total amount of Grant funds disbursed hereunder; (viii) number of Qualified Housing Units; (ix) description of building style; (x) whether initial site visit indicated that a new roof was needed; (xi) whether initial site visit indicated that additional roof insulation was needed; (xi) whether initial site visit indicated that air-sealing was needed; (xii) whether a new roof was installed; (xiii) whether roof insulation was installed; (xiv) whether air-sealing was performed; (xv) whether the heating system was replaced with an energy-efficient or non-energy-efficient replacement; (xvi) costs of any roof replacement; (xvii) cost of any air-sealing; (xviii) total project cost; and (xix) whether waiver for Electricity and Gas Data provided.

(f) Add the following new Section 6.21 to the Agreement:

Section 6.21. Shakman Accord Requirements.

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) NHS is aware that City policy prohibits City employees from directing any individual to apply for a position with NHS, either as an employee or as a subcontractor, and from directing NHS to hire an individual as an employee or as a subcontractor. Accordingly, NHS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by NHS under this Agreement are employees or subcontractors of NHS, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by NHS.

(c) NHS will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to NHS by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, NHS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of HED. NHS will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

Except as set forth herein, the Agreement is not amended.

#### **ARTICLE IV**

##### **OBLIGATION TO PROVIDE DOCUMENTS**

NHS shall execute and deliver to HED such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

**IN WITNESS WHEREOF**, the City and NHS have executed this Amendment as of the date first set forth above.

CITY OF CHICAGO

By: \_\_\_\_\_  
Commissioner  
Department of Housing and Economic Development

NEIGHBORHOOD HOUSING SERVICES OF CHICAGO,  
INC., an Illinois not-for-profit corporation

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

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

EXHIBIT K

Form of First Amendment  
to  
NHS Agreement for the Division/Homan Area  
with  
Neighborhood Housing Services of Chicago, Inc.

This First Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Housing and Economic Development ("HED"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

**WHEREAS**, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

**WHEREAS**, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on June 27, 2001: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Division/Homan Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Division/Homan Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Division/Homan Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "Division/Homan TIF Area"; and

**WHEREAS**, the City, through HED, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the Division/Homan TIF Area (the "Division/Homan Program") and entered into an agreement with NHS ("Agreement") pursuant to which NHS performed certain administrative services for the Division/Homan Program; and

**WHEREAS**, the City desires to amend the Agreement with NHS to include additional energy-efficiency, reporting and other requirements to the Division/Homan Program; and

**WHEREAS**, the City also desires to amend the Agreement with NHS pursuant to which NHS will continue to provide administrative services under the Division/Homan Program; and

**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the Division/Homan TIF Area, or (ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2012, the City has approved the execution and delivery of this First Amendment to the Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

## **ARTICLE I**

### **INCORPORATION AND RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

## **ARTICLE II**

### **REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of Section 4.9 of the Agreement.

## **ARTICLE III**

### **AMENDMENTS TO AGREEMENT**

The Agreement is amended as follows:

- (a) Substitute the following definition of "Eligible Costs" in Article II:

"Eligible Costs" means the following rehabilitation costs which are incurred by eligible Homeowners pursuant to the Grant Documents and funded with Grant funds: exterior improvements including but not limited to roofs, windows, entryways, porches and masonry; up to 30% of the total Grant amount may be used for one of the two following purposes, at the option of the Selected Applicant:

- (a) interior life/safety improvements, but only to the extent that such improvements are designed to address a current (rather than potential) health and safety risk; and related architect's fees; or

- (b) the cost of an energy audit that recommends measures to improve the energy efficiency of a building may be included as a rehabilitation cost to the extent that:

(i) the building renovations undertaken pursuant to such recommendation promote energy efficiency and resource conservation (e.g., the installation of low-flow plumbing fixtures or energy-efficient HVAC systems, the use of building materials made with a high degree of recycled content or renewable or non-toxic substances); and

(ii) the cost of the energy audit does not exceed 10% of the project budget.

(iii) provided, however, that if a project includes the replacement of an energy-

efficient heating system, such as a boiler or a furnace, that meets Energy Star requirements, the above limitation of 30% of the Grant amount shall not apply.

(b) Substitute the following definition of "Maximum Program Assistance" in Article II:

"Maximum Program Assistance" means (a) for a Qualified Housing Unit comprised of a single family home, \$12,500, (b) for a Qualified Housing Unit comprised of two living units, \$17,500, (c) for a Qualified Housing Unit comprised of three living units, \$20,000, and (d) for a Qualified Housing Unit comprised of four living units, \$22,500; provided, however, that if the Air-Sealing Requirement, Insulation Requirement and/or EE Heating System Requirement are applicable, then the Maximum Program Assistance shall be increased as follows:

	Maximum Program Assistance	Allowance for Air-Sealing Requirement	Allowance for Insulation Requirement	EE Heating System Requirement	Total
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3 Unit	\$20,000	\$3,000	\$1,500	\$1,000	\$25,500
4 Unit	\$22,500	\$3,550	\$3,000	\$1,000	\$30,050

(c) Add the following definitions to Article II:

"Air Sealing Requirement" shall have the meaning set forth in Section 4.3(f)(i) hereof.

"EE Heating System Requirement" shall have the meaning set forth in Section 4.3(f)(iii) hereof.

"Insulation Requirement" shall have the meaning set forth in Section 4.3(f)(ii) hereof.

(d) Add the following text as a new subsection (f) to ARTICLE IV, Section 4.3:

(f) NHS shall enforce the following energy-efficiency requirements for the program:

(xxviii) If a Qualified Housing Unit is having its roof replaced and the roof insulation is below R-49, then the project will be required to include R-49 insulation in the roof (except in the case that the roof cavity is not able to be insulated due to a finished attic) ("Insulation Requirement");

(xxix) If NHS finds during the initial site visit required by Section 4.4(a) that the Qualified Housing Unit should be air-sealed, then the renovation work shall include air-sealing the Qualified Housing Unit ("Air-Sealing Requirement"); and

(xxx) If the Eligible Homeowner plans to replace the heating system, such as a boiler or furnace, in the Qualified Housing Unit, then the heating system must meet the Energy Star standards for energy efficiency ("EE Heating System Requirement").



- (e) Substitute the following text for the current text in ARTICLE IV, Section 4.4(f):

(f) Reporting. On the seventh day of each month of each year during the term hereof, NHS shall submit to the City a monthly report in a form approved by HED and containing the following information for each Grant closed during the previous month, and for each Eligible Homeowner whose Application has been approved: (i) the address (including zip code) and census tract of the Qualified Housing Unit; (ii) the name, address, income and race (if known) of each Eligible Homeowner for such Qualified Housing Unit; (iii) the amount of the applicable Grant and the date of the Grant; (iv) the amount of Program Funds, if any, provided to such Eligible Homeowner by the end of the preceding month, and the use of such funds; (v) the status of the renovation work on such Qualified Housing Unit; and (vi) the names of any Eligible Homeowners who have defaulted on any matching loan provided through NLS pursuant to Section 4.4(b) hereof. In addition, NHS shall also include the following in such report regarding the Program as of the end of the preceding month: (i) information about each matching loan made to an Eligible Homeowner, or matching funds provided by the Eligible Homeowner, including the amount of the loan or other funds, the address of the subject property and evidence that matching funds were provided; (ii) number of renovations in process; (iii) number of renovations completed; (iv) total number of applicants; (v) total number of Applications reviewed; (vi) total number of Applications approved; (vii) total amount of Grant funds disbursed hereunder; (viii) number of Qualified Housing Units; (ix) description of building style; (x) whether initial site visit indicated that a new roof was needed; (xi) whether initial site visit indicated that additional roof insulation was needed; (xi) whether initial site visit indicated that air-sealing was needed; (xii) whether a new roof was installed; (xiii) whether roof insulation was installed; (xiv) whether air-sealing was performed; (xv) whether the heating system was replaced with an energy-efficient or non-energy-efficient replacement; (xvi) costs of any roof replacement; (xvii) cost of any air-sealing; (xviii) total project cost; and (xix) whether waiver for Electricity and Gas Data provided.

- (f) Add the following new Section 6.21 to the Agreement:

**Section 6.21. Shakman Accord Requirements.**

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) NHS is aware that City policy prohibits City employees from directing any individual to apply for a position with NHS, either as an employee or as a subcontractor, and from directing NHS to hire an individual as an employee or as a subcontractor. Accordingly, NHS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by NHS under this Agreement are employees or subcontractors of NHS,

not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by NHS.

(c) NHS will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to NHS by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, NHS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of HED. NHS will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

Except as set forth herein, the Agreement is not amended.

#### **ARTICLE IV**

##### **OBLIGATION TO PROVIDE DOCUMENTS**

NHS shall execute and deliver to HED such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the City and NHS have executed this Amendment as of the date first set forth above.

CITY OF CHICAGO

By: \_\_\_\_\_  
Commissioner  
Department of Housing and Economic Development

NEIGHBORHOOD HOUSING SERVICES OF CHICAGO,  
INC., an Illinois not-for-profit corporation

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

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

EXHIBIT L

Form of Second Amendment  
to  
NHS Agreement for the Harrison/Central Area  
with  
Neighborhood Housing Services of Chicago, Inc.

This Second Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Housing and Economic Development ("HED"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

**WHEREAS**, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

**WHEREAS**, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on July 28, 2006: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Harrison/Central Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Harrison/Central Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Harrison/Central Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "Harrison/Central TIF Area"; and

**WHEREAS**, the City, through HED, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the Harrison/Central TIF Area (the "Harrison/Central Program") and entered into an agreement on April 25, 2007 with NHS ("Agreement") pursuant to which NHS performed certain administrative services for the Harrison/Central Program; and

**WHEREAS**, the City and NHS entered into a first amendment to the Agreement on July 7, 2009 ("First Amendment"), under which NHS continued to provide administrative services for the expanded Harrison/Central Program; and

**WHEREAS**, the City desires to amend the Agreement with NHS to include additional energy-efficiency, reporting and other requirements to the Harrison/Central Program; and

**WHEREAS**, the City also desires to amend the Agreement, as previously amended, with NHS pursuant to which NHS will continue to provide administrative services under the Harrison/Central Program; and

**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the Harrison/Central TIF Area, or (ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2012, the City has approved the execution and delivery of this Second Amendment to the Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

## **ARTICLE I**

### **INCORPORATION AND RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

## **ARTICLE II**

### **REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of Section 4.9 of the Agreement.

## **ARTICLE III**

### **AMENDMENTS TO AGREEMENT AND FIRST AMENDMENT**

The Agreement and First Amendment, as applicable, are amended as follows:

(a) Substitute the following definition of "Eligible Costs" in Article II:

"Eligible Costs" means the following rehabilitation costs which are incurred by eligible Homeowners pursuant to the Grant Documents and funded with Grant funds: exterior improvements including but not limited to roofs, windows, entryways, porches and masonry; up to 30% of the total Grant amount may be used for one of the two following purposes, at the option of the Selected Applicant:

(a) interior life/safety improvements, but only to the extent that such improvements are designed to address a current (rather than potential) health and safety risk; and related architect's fees; or

(b) the cost of an energy audit that recommends measures to improve the energy efficiency of a building may be included as a rehabilitation cost to the extent that:

(i) the building renovations undertaken pursuant to such recommendation promote energy efficiency and resource conservation (e.g., the installation of low-flow

plumbing fixtures or energy-efficient HVAC systems, the use of building materials made with a high degree of recycled content or renewable or non-toxic substances); and

(ii) the cost of the energy audit does not exceed 10% of the project budget.

(iii) provided, however, that if a project includes the replacement of an energy-efficient heating system, such as a boiler or a furnace, that meets Energy Star requirements, the above limitation of 30% of the Grant amount shall not apply.

(b) Substitute the following definition of "Maximum Program Assistance" in Article II:

"Maximum Program Assistance" means (a) for a Qualified Housing Unit comprised of a single family home, \$12,500, (b) for a Qualified Housing Unit comprised of two living units, \$17,500, (c) for a Qualified Housing Unit comprised of three living units, \$20,000, and (d) for a Qualified Housing Unit comprised of four living units, \$22,500; provided, however, that if the Air-Sealing Requirement, Insulation Requirement and/or EE Heating System Requirement are applicable, then the Maximum Program Assistance shall be increased as follows:

	Maximum Program Assistance	Allowance for Air-Sealing Requirement	Allowance for Insulation Requirement	EE Heating System Requirement	Total
1 Unit	\$12,500	\$1,850	\$1,500	\$1,000	\$16,850
2 Unit	\$17,500	\$2,400	\$1,500	\$1,000	\$22,400
3 Unit	\$20,000	\$3,000	\$1,500	\$1,000	\$25,500
4 Unit	\$22,500	\$3,550	\$3,000	\$1,000	\$30,050

(c) Add the following definitions to Article II:

"Air Sealing Requirement" shall have the meaning set forth in Section 4.3(f)(i) hereof.

"EE Heating System Requirement" shall have the meaning set forth in Section 4.3(f)(iii) hereof.

"Insulation Requirement" shall have the meaning set forth in Section 4.3(f)(ii) hereof.

(d) Add the following text as a new subsection (f) to ARTICLE IV, Section 4.3:

(f) NHS shall enforce the following energy-efficiency requirements for the program:

(xxxii) If a Qualified Housing Unit is having its roof replaced and the roof insulation is below R-49, then the project will be required to include R-49 insulation in the roof (except in the case that the roof cavity is not able to be insulated due to a finished attic) ("Insulation Requirement");

(xxxiii) If NHS finds during the initial site visit required by Section 4.4(a) that the Qualified Housing Unit should be air-sealed, then the renovation work shall include air-sealing the Qualified Housing Unit ("Air-Sealing Requirement");

and

(xxxiii) If the Eligible Homeowner plans to replace the heating system, such as a boiler or furnace, in the Qualified Housing Unit, then the heating system must meet the Energy Star standards for energy efficiency ("EE Heating System Requirement").

(e) Substitute the following text for the current text in ARTICLE IV, Section 4.4(f):

(f) Reporting. On the seventh day of each month of each year during the term hereof, NHS shall submit to the City a monthly report in a form approved by HED and containing the following information for each Grant closed during the previous month, and for each Eligible Homeowner whose Application has been approved: (i) the address (including zip code) and census tract of the Qualified Housing Unit; (ii) the name, address, income and race (if known) of each Eligible Homeowner for such Qualified Housing Unit; (iii) the amount of the applicable Grant and the date of the Grant; (iv) the amount of Program Funds, if any, provided to such Eligible Homeowner by the end of the preceding month, and the use of such funds; (v) the status of the renovation work on such Qualified Housing Unit; and (vi) the names of any Eligible Homeowners who have defaulted on any matching loan provided through NLS pursuant to Section 4.4(b) hereof. In addition, NHS shall also include the following in such report regarding the Program as of the end of the preceding month: (i) information about each matching loan made to an Eligible Homeowner, or matching funds provided by the Eligible Homeowner, including the amount of the loan or other funds, the address of the subject property and evidence that matching funds were provided; (ii) number of renovations in process; (iii) number of renovations completed; (iv) total number of applicants; (v) total number of Applications reviewed; (vi) total number of Applications approved; (vii) total amount of Grant funds disbursed hereunder; (viii) number of Qualified Housing Units; (ix) description of building style; (x) whether initial site visit indicated that a new roof was needed; (xi) whether initial site visit indicated that additional roof insulation was needed; (xi) whether initial site visit indicated that air-sealing was needed; (xii) whether a new roof was installed; (xiii) whether roof insulation was installed; (xiv) whether air-sealing was performed; (xv) whether the heating system was replaced with an energy-efficient or non-energy-efficient replacement; (xvi) costs of any roof replacement; (xvii) cost of any air-sealing; (xviii) total project cost; and (xix) whether waiver for Electricity and Gas Data provided.

(f) Add the following new Section 6.21 to the Agreement:

Section 6.21. Shakman Accord Requirements.

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) NHS is aware that City policy prohibits City employees from directing any individual to apply for a position with NHS, either as an employee or as a subcontractor, and from directing NHS to hire an individual as an employee or as a subcontractor. Accordingly, NHS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by NHS under this Agreement are employees or subcontractors of NHS, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by NHS.

(c) NHS will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to NHS by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, NHS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of HED. NHS will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

Except as set forth herein, the Agreement is not amended.

#### **ARTICLE IV**

##### **OBLIGATION TO PROVIDE DOCUMENTS**

NHS shall execute and deliver to HED such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.



**IN WITNESS WHEREOF**, the City and NHS have executed this Amendment as of the date first set forth above.

CITY OF CHICAGO

By: \_\_\_\_\_  
Commissioner  
Department of Housing and Economic Development

NEIGHBORHOOD HOUSING SERVICES OF CHICAGO,  
INC., an Illinois not-for-profit corporation

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

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

EXHIBIT M

Form of Second Amendment  
to  
NHS Agreement for the Midwest Area  
with  
Neighborhood Housing Services of Chicago, Inc.

This Second Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Housing and Economic Development ("HED"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

**WHEREAS**, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

**WHEREAS**, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on May 17, 2000: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Midwest Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Midwest Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Midwest Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "Midwest TIF Area"; and

**WHEREAS**, the City, through HED, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the Midwest TIF Area (the "Midwest Program") and entered into an agreement on August 15, 2002 with NHS ("Agreement") pursuant to which NHS performed certain administrative services for the Midwest Program; and

**WHEREAS**, the City and NHS entered into a first amendment to the Agreement on April 25, 2007 ("First Amendment"), under which NHS continued to provide administrative services for the expanded Midwest Program; and

**WHEREAS**, the City desires to amend the Agreement with NHS to include additional energy-efficiency, reporting and other requirements to the Midwest Program; and

**WHEREAS**, the City also desires to amend the Agreement, as previously amended, with NHS pursuant to which NHS will continue to provide administrative services under the Midwest Program; and

**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the Midwest TIF Area, or (ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2012, the City has approved the execution and delivery of this Second Amendment to the Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

## **ARTICLE I**

### **INCORPORATION AND RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

## **ARTICLE II**

### **REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of Section 4.9 of the Agreement.

## **ARTICLE III**

### **AMENDMENTS TO AGREEMENT AND FIRST AMENDMENT**

The Agreement and First Amendment, as applicable, are amended as follows:

- (a) Substitute the following definition of "Eligible Costs" in Article II:

"Eligible Costs" means the following rehabilitation costs which are incurred by eligible Homeowners pursuant to the Grant Documents and funded with Grant funds: exterior improvements including but not limited to roofs, windows, entryways, porches and masonry; up to 30% of the total Grant amount may be used for one of the two following purposes, at the option of the Selected Applicant:

- (a) interior life/safety improvements, but only to the extent that such improvements are designed to address a current (rather than potential) health and safety risk; and related architect's fees; or
- (b) the cost of an energy audit that recommends measures to improve the energy efficiency of a building may be included as a rehabilitation cost to the extent that:
- (i) the building renovations undertaken pursuant to such recommendation promote energy efficiency and resource conservation (e.g., the installation of low-flow plumbing fixtures or energy-efficient HVAC systems, the use of building materials made with a high degree of recycled content or renewable or non-toxic substances); and

(ii) the cost of the energy audit does not exceed 10% of the project budget.

(iii) provided, however, that if a project includes the replacement of an energy-efficient heating system, such as a boiler or a furnace, that meets Energy Star requirements, the above limitation of 30% of the Grant amount shall not apply.

(b) Substitute the following definition of "Maximum Program Assistance" in Article II:

"Maximum Program Assistance" means (a) for a Qualified Housing Unit comprised of a single family home, \$12,500, (b) for a Qualified Housing Unit comprised of two living units, \$17,500, (c) for a Qualified Housing Unit comprised of three living units, \$20,000, and (d) for a Qualified Housing Unit comprised of four living units, \$22,500; provided, however, that if the Air-Sealing Requirement, Insulation Requirement and/or EE Heating System Requirement are applicable, then the Maximum Program Assistance shall be increased as follows:

	Maximum Program Assistance	Allowance for Air-Sealing Requirement	Allowance for Insulation Requirement	EE Heating System Requirement	Total
1 Unit	\$12,500	\$1,850	\$1,500	\$1,000	\$16,850
2 Unit	\$17,500	\$2,400	\$1,500	\$1,000	\$22,400
3 Unit	\$20,000	\$3,000	\$1,500	\$1,000	\$25,500
4 Unit	\$22,500	\$3,550	\$3,000	\$1,000	\$30,050

(c) Add the following definitions to Article II:

"Air Sealing Requirement" shall have the meaning set forth in Section 4.3(f)(i) hereof.

"EE Heating System Requirement" shall have the meaning set forth in Section 4.3(f)(iii) hereof.

"Insulation Requirement" shall have the meaning set forth in Section 4.3(f)(ii) hereof.

(d) Add the following text as a new subsection (f) to ARTICLE IV, Section 4.3:

(f) NHS shall enforce the following energy-efficiency requirements for the program:

(xxxiv) If a Qualified Housing Unit is having its roof replaced and the roof insulation is below R-49, then the project will be required to include R-49 insulation in the roof (except in the case that the roof cavity is not able to be insulated due to a finished attic) ("Insulation Requirement");

(xxxv) If NHS finds during the initial site visit required by Section 4.4(a) that the Qualified Housing Unit should be air-sealed, then the renovation work shall include air-sealing the Qualified Housing Unit ("Air-Sealing Requirement"); and

(xxxvi) If the Eligible Homeowner plans to replace the heating system, such as a boiler or furnace, in the Qualified Housing Unit, then the heating system must meet the Energy Star standards for energy efficiency ("EE Heating System Requirement").

(e) Substitute the following text for the current text in ARTICLE IV, Section 4.4(f):

(f) Reporting. On the seventh day of each month of each year during the term hereof, NHS shall submit to the City a monthly report in a form approved by HED and containing the following information for each Grant closed during the previous month, and for each Eligible Homeowner whose Application has been approved: (i) the address (including zip code) and census tract of the Qualified Housing Unit; (ii) the name, address, income and race (if known) of each Eligible Homeowner for such Qualified Housing Unit; (iii) the amount of the applicable Grant and the date of the Grant; (iv) the amount of Program Funds, if any, provided to such Eligible Homeowner by the end of the preceding month, and the use of such funds; (v) the status of the renovation work on such Qualified Housing Unit; and (vi) the names of any Eligible Homeowners who have defaulted on any matching loan provided through NLS pursuant to Section 4.4(b) hereof. In addition, NHS shall also include the following in such report regarding the Program as of the end of the preceding month: (i) information about each matching loan made to an Eligible Homeowner, or matching funds provided by the Eligible Homeowner, including the amount of the loan or other funds, the address of the subject property and evidence that matching funds were provided; (ii) number of renovations in process; (iii) number of renovations completed; (iv) total number of applicants; (v) total number of Applications reviewed; (vi) total number of Applications approved; (vii) total amount of Grant funds disbursed hereunder; (viii) number of Qualified Housing Units; (ix) description of building style; (x) whether initial site visit indicated that a new roof was needed; (xi) whether initial site visit indicated that additional roof insulation was needed; (xi) whether initial site visit indicated that air-sealing was needed; (xii) whether a new roof was installed; (xiii) whether roof insulation was installed; (xiv) whether air-sealing was performed; (xv) whether the heating system was replaced with an energy-efficient or non-energy-efficient replacement; (xvi) costs of any roof replacement; (xvii) cost of any air-sealing; (xviii) total project cost; and (xix) whether waiver for Electricity and Gas Data provided.

(f) Add the following new Section 6.21 to the Agreement:

Section 6.21. Shakman Accord Requirements.

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) NHS is aware that City policy prohibits City employees from directing any

individual to apply for a position with NHS, either as an employee or as a subcontractor, and from directing NHS to hire an individual as an employee or as a subcontractor. Accordingly, NHS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by NHS under this Agreement are employees or subcontractors of NHS, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by NHS.

(c) NHS will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to NHS by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, NHS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"); and also to the head of HED. NHS will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

Except as set forth herein, the Agreement is not amended.

#### **ARTICLE IV**

##### **OBLIGATION TO PROVIDE DOCUMENTS**

NHS shall execute and deliver to HED such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

**IN WITNESS WHEREOF**, the City and NHS have executed this Amendment as of the date first set forth above.

**CITY OF CHICAGO**

By: \_\_\_\_\_  
Commissioner  
Department of Housing and Economic Development

**NEIGHBORHOOD HOUSING SERVICES OF CHICAGO,  
INC., an Illinois not-for-profit corporation**

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

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

EXHIBIT N

Form of First Amendment  
to  
NHS Agreement for the North Pullman Area  
with  
Neighborhood Housing Services of Chicago, Inc.

This First Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Housing and Economic Development ("HED"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

**WHEREAS**, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

**WHEREAS**, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on June 30, 2009: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the North Pullman Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the North Pullman Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the North Pullman Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "North Pullman TIF Area"; and

**WHEREAS**, the City, through HED, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the North Pullman TIF Area (the "North Pullman Program") and entered into an agreement with NHS ("Agreement") pursuant to which NHS performed certain administrative services for the North Pullman Program; and

**WHEREAS**, the City desires to amend the Agreement with NHS to include additional energy-efficiency, reporting and other requirements to the North Pullman Program; and

**WHEREAS**, the City also desires to amend the Agreement with NHS pursuant to which NHS will continue to provide administrative services under the North Pullman Program; and

**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the North Pullman TIF Area, or (ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2012, the City has approved the execution and delivery of this First Amendment to the Agreement; and



**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

## **ARTICLE I**

### **INCORPORATION AND RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

## **ARTICLE II**

### **REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of Section 4.9 of the Agreement.

## **ARTICLE III**

### **AMENDMENTS TO AGREEMENT**

The Agreement is amended as follows:

- (a) Substitute the following definition of "Eligible Costs" in Article II:

"Eligible Costs" means the following rehabilitation costs which are incurred by eligible Homeowners pursuant to the Grant Documents and funded with Grant funds: exterior improvements including but not limited to roofs, windows, entryways, porches and masonry; up to 30% of the total Grant amount may be used for one of the two following purposes, at the option of the Selected Applicant:

(a) interior life/safety improvements, but only to the extent that such improvements are designed to address a current (rather than potential) health and safety risk; and related architect's fees; or

(b) the cost of an energy audit that recommends measures to improve the energy efficiency of a building may be included as a rehabilitation cost to the extent that:

(i) the building renovations undertaken pursuant to such recommendation promote energy efficiency and resource conservation (e.g., the installation of low-flow plumbing fixtures or energy-efficient HVAC systems, the use of building materials made with a high degree of recycled content or renewable or non-toxic substances); and

(ii) the cost of the energy audit does not exceed 10% of the project budget.

(iii) provided, however, that if a project includes the replacement of an energy-

efficient heating system, such as a boiler or a furnace, that meets Energy Star requirements, the above limitation of 30% of the Grant amount shall not apply.

(b) Substitute the following definition of "Maximum Program Assistance" in Article II:

"Maximum Program Assistance" means (a) for a Qualified Housing Unit comprised of a single family home, \$12,500, (b) for a Qualified Housing Unit comprised of two living units, \$17,500, (c) for a Qualified Housing Unit comprised of three living units, \$20,000, and (d) for a Qualified Housing Unit comprised of four living units, \$22,500; provided, however, that if the Air-Sealing Requirement, Insulation Requirement and/or EE Heating System Requirement are applicable, then the Maximum Program Assistance shall be increased as follows:

	Maximum Program Assistance	Allowance for Air-Sealing Requirement	Allowance for Insulation Requirement	EE Heating System Requirement	Total
1 Unit	\$12,500	\$1,850	\$1,500	\$1,000	\$16,850
2 Unit	\$17,500	\$2,400	\$1,500	\$1,000	\$22,400
3 Unit	\$20,000	\$3,000	\$1,500	\$1,000	\$25,500
4 Unit	\$22,500	\$3,550	\$3,000	\$1,000	\$30,050

(c) Add the following definitions to Article II:

"Air Sealing Requirement" shall have the meaning set forth in Section 4.3(f)(i) hereof.

"EE Heating System Requirement" shall have the meaning set forth in Section 4.3(f)(iii) hereof.

"Insulation Requirement" shall have the meaning set forth in Section 4.3(f)(ii) hereof.

(d) Add the following text as a new subsection (f) to ARTICLE IV, Section 4.3:

(f) NHS shall enforce the following energy-efficiency requirements for the program:

(xxxvii) If a Qualified Housing Unit is having its roof replaced and the roof insulation is below R-49, then the project will be required to include R-49 insulation in the roof (except in the case that the roof cavity is not able to be insulated due to a finished attic) ("Insulation Requirement");

(xxxviii) If NHS finds during the initial site visit required by Section 4.4(a) that the Qualified Housing Unit should be air-sealed, then the renovation work shall include air-sealing the Qualified Housing Unit ("Air-Sealing Requirement"); and

(xxxix) If the Eligible Homeowner plans to replace the heating system, such as a boiler or furnace, in the Qualified Housing Unit, then the heating system must meet the Energy Star standards for energy efficiency ("EE Heating System Requirement").

- (e) Substitute the following text for the current text in ARTICLE IV, Section 4.4(f):

(f) Reporting. On the seventh day of each month of each year during the term hereof, NHS shall submit to the City a monthly report in a form approved by HED and containing the following information for each Grant closed during the previous month, and for each Eligible Homeowner whose Application has been approved: (i) the address (including zip code) and census tract of the Qualified Housing Unit; (ii) the name, address, income and race (if known) of each Eligible Homeowner for such Qualified Housing Unit; (iii) the amount of the applicable Grant and the date of the Grant; (iv) the amount of Program Funds, if any, provided to such Eligible Homeowner by the end of the preceding month, and the use of such funds; (v) the status of the renovation work on such Qualified Housing Unit; and (vi) the names of any Eligible Homeowners who have defaulted on any matching loan provided through NLS pursuant to Section 4.4(b) hereof. In addition, NHS shall also include the following in such report regarding the Program as of the end of the preceding month: (i) information about each matching loan made to an Eligible Homeowner, or matching funds provided by the Eligible Homeowner, including the amount of the loan or other funds, the address of the subject property and evidence that matching funds were provided; (ii) number of renovations in process; (iii) number of renovations completed; (iv) total number of applicants; (v) total number of Applications reviewed; (vi) total number of Applications approved; (vii) total amount of Grant funds disbursed hereunder; (viii) number of Qualified Housing Units; (ix) description of building style; (x) whether initial site visit indicated that a new roof was needed; (xi) whether initial site visit indicated that additional roof insulation was needed; (xi) whether initial site visit indicated that air-sealing was needed; (xii) whether a new roof was installed; (xiii) whether roof insulation was installed; (xiv) whether air-sealing was performed; (xv) whether the heating system was replaced with an energy-efficient or non-energy-efficient replacement; (xvi) costs of any roof replacement; (xvii) cost of any air-sealing; (xviii) total project cost; and (xix) whether waiver for Electricity and Gas Data provided.

- (f) Add the following new Section 6.21 to the Agreement:

Section 6.21. Shakman Accord Requirements.

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) NHS is aware that City policy prohibits City employees from directing any individual to apply for a position with NHS, either as an employee or as a subcontractor, and from directing NHS to hire an individual as an employee or as a subcontractor. Accordingly, NHS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by NHS under this Agreement are employees or subcontractors of NHS,

not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by NHS.

(c) NHS will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to NHS by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, NHS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of HED. NHS will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

Except as set forth herein, the Agreement is not amended.

#### **ARTICLE IV**

##### **OBLIGATION TO PROVIDE DOCUMENTS**

NHS shall execute and deliver to HED such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the City and NHS have executed this Amendment as of the date first set forth above.

CITY OF CHICAGO

By: \_\_\_\_\_  
Commissioner  
Department of Housing and Economic Development

NEIGHBORHOOD HOUSING SERVICES OF CHICAGO,  
INC., an Illinois not-for-profit corporation

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

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

EXHIBIT O

Form of First Amendment  
to  
NHS Agreement for the Ogden/Pulaski Area  
with  
Neighborhood Housing Services of Chicago, Inc.

This First Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Housing and Economic Development ("HED"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

**WHEREAS**, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

**WHEREAS**, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on April 9, 2008: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Ogden/Pulaski Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Ogden/Pulaski Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Ogden/Pulaski Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "Ogden/Pulaski TIF Area"; and

**WHEREAS**, the City, through HED, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the Ogden/Pulaski TIF Area (the "Ogden/Pulaski Program") and entered into an agreement with NHS ("Agreement") pursuant to which NHS performed certain administrative services for the Ogden/Pulaski Program; and

**WHEREAS**, the City desires to amend the Agreement with NHS to include additional energy-efficiency, reporting and other requirements to the Ogden/Pulaski Program; and

**WHEREAS**, the City also desires to amend the Agreement with NHS pursuant to which NHS will continue to provide administrative services under the Ogden/Pulaski Program; and

**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the Ogden/Pulaski TIF Area, or (ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2012, the City has approved the execution and delivery of this First Amendment to the Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

## **ARTICLE I**

### **INCORPORATION AND RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

## **ARTICLE II**

### **REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of Section 4.9 of the Agreement.

## **ARTICLE III**

### **AMENDMENTS TO AGREEMENT**

The Agreement is amended as follows:

- (a) Substitute the following definition of "Eligible Costs" in Article II:

"Eligible Costs" means the following rehabilitation costs which are incurred by eligible Homeowners pursuant to the Grant Documents and funded with Grant funds: exterior improvements including but not limited to roofs, windows, entryways, porches and masonry; up to 30% of the total Grant amount may be used for one of the two following purposes, at the option of the Selected Applicant:

- (a) interior life/safety improvements, but only to the extent that such improvements are designed to address a current (rather than potential) health and safety risk; and related architect's fees; or

- (b) the cost of an energy audit that recommends measures to improve the energy efficiency of a building may be included as a rehabilitation cost to the extent that:

(i) the building renovations undertaken pursuant to such recommendation promote energy efficiency and resource conservation (e.g., the installation of low-flow plumbing fixtures or energy-efficient HVAC systems, the use of building materials made with a high degree of recycled content or renewable or non-toxic substances); and

(ii) the cost of the energy audit does not exceed 10% of the project budget.

(iii) provided, however, that if a project includes the replacement of an energy-

efficient heating system, such as a boiler or a furnace, that meets Energy Star requirements, the above limitation of 30% of the Grant amount shall not apply.

- (b) Substitute the following definition of "Maximum Program Assistance" in Article II:

"Maximum Program Assistance" means (a) for a Qualified Housing Unit comprised of a single family home, \$12,500, (b) for a Qualified Housing Unit comprised of two living units, \$17,500, (c) for a Qualified Housing Unit comprised of three living units, \$20,000, and (d) for a Qualified Housing Unit comprised of four living units, \$22,500; provided, however, that if the Air-Sealing Requirement, Insulation Requirement and/or EE Heating System Requirement are applicable, then the Maximum Program Assistance shall be increased as follows:

	Maximum Program Assistance	Allowance for Air-Sealing Requirement	Allowance for Insulation Requirement	EE Heating System Requirement	Total
1 Unit	\$12,500	\$1,850	\$1,500	\$1,000	\$16,850
2 Unit	\$17,500	\$2,400	\$1,500	\$1,000	\$22,400
3 Unit	\$20,000	\$3,000	\$1,500	\$1,000	\$25,500
4 Unit	\$22,500	\$3,550	\$3,000	\$1,000	\$30,050

- (c) Add the following definitions to Article II:

"Air Sealing Requirement" shall have the meaning set forth in Section 4.3(f)(i) hereof.

"EE Heating System Requirement" shall have the meaning set forth in Section 4.3(f)(iii) hereof.

"Insulation Requirement" shall have the meaning set forth in Section 4.3(f)(ii) hereof.

- (d) Add the following text as a new subsection (f) to ARTICLE IV, Section 4.3:

(f) NHS shall enforce the following energy-efficiency requirements for the program:

- (xi) If a Qualified Housing Unit is having its roof replaced and the roof insulation is below R-49, then the project will be required to include R-49 insulation in the roof (except in the case that the roof cavity is not able to be insulated due to a finished attic) ("Insulation Requirement");
- (xli) If NHS finds during the initial site visit required by Section 4.4(a) that the Qualified Housing Unit should be air-sealed, then the renovation work shall include air-sealing the Qualified Housing Unit ("Air-Sealing Requirement"); and
- (xliv) If the Eligible Homeowner plans to replace the heating system, such as a boiler or furnace, in the Qualified Housing Unit, then the heating system must meet the Energy Star standards for energy efficiency ("EE Heating System Requirement").



- (e) Substitute the following text for the current text in ARTICLE IV, Section 4.4(f):

(f) Reporting. On the seventh day of each month of each year during the term hereof, NHS shall submit to the City a monthly report in a form approved by HED and containing the following information for each Grant closed during the previous month, and for each Eligible Homeowner whose Application has been approved: (i) the address (including zip code) and census tract of the Qualified Housing Unit; (ii) the name, address, income and race (if known) of each Eligible Homeowner for such Qualified Housing Unit; (iii) the amount of the applicable Grant and the date of the Grant; (iv) the amount of Program Funds, if any, provided to such Eligible Homeowner by the end of the preceding month, and the use of such funds; (v) the status of the renovation work on such Qualified Housing Unit; and (vi) the names of any Eligible Homeowners who have defaulted on any matching loan provided through NLS pursuant to Section 4.4(b) hereof. In addition, NHS shall also include the following in such report regarding the Program as of the end of the preceding month: (i) information about each matching loan made to an Eligible Homeowner, or matching funds provided by the Eligible Homeowner, including the amount of the loan or other funds, the address of the subject property and evidence that matching funds were provided; (ii) number of renovations in process; (iii) number of renovations completed; (iv) total number of applicants; (v) total number of Applications reviewed; (vi) total number of Applications approved; (vii) total amount of Grant funds disbursed hereunder; (viii) number of Qualified Housing Units; (ix) description of building style; (x) whether initial site visit indicated that a new roof was needed; (xi) whether initial site visit indicated that additional roof insulation was needed; (xi) whether initial site visit indicated that air-sealing was needed; (xii) whether a new roof was installed; (xiii) whether roof insulation was installed; (xiv) whether air-sealing was performed; (xv) whether the heating system was replaced with an energy-efficient or non-energy-efficient replacement; (xvi) costs of any roof replacement; (xvii) cost of any air-sealing; (xviii) total project cost; and (xix) whether waiver for Electricity and Gas Data provided.

- (f) Add the following new Section 6.21 to the Agreement:

Section 6.21. Shakman Accord Requirements.

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) NHS is aware that City policy prohibits City employees from directing any individual to apply for a position with NHS, either as an employee or as a subcontractor, and from directing NHS to hire an individual as an employee or as a subcontractor. Accordingly, NHS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by NHS under this Agreement are employees or subcontractors of NHS,

not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by NHS.

(c) NHS will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to NHS by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, NHS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of HED. NHS will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

Except as set forth herein, the Agreement is not amended.

#### **ARTICLE IV**

##### **OBLIGATION TO PROVIDE DOCUMENTS**

NHS shall execute and deliver to HED such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the City and NHS have executed this Amendment as of the date first set forth above.

CITY OF CHICAGO

By: \_\_\_\_\_  
Commissioner  
Department of Housing and Economic Development

NEIGHBORHOOD HOUSING SERVICES OF CHICAGO,  
INC., an Illinois not-for-profit corporation

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

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

EXHIBIT P

Form of Second Amendment  
to  
NHS Agreement for the Pershing/King Area  
with  
Neighborhood Housing Services of Chicago, Inc.

This Second Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Housing and Economic Development ("HED"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

**WHEREAS**, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

**WHEREAS**, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on September 5, 2007: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Pershing/King Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Pershing/King Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Pershing/King Redevelopment Project Area" (the "Pershing/King Financing Ordinance"). The redevelopment project area referred to above is referred to herein as the "Pershing/King TIF Area" and the Redevelopment Plan referred to above is referred to herein as the "Pershing/King Plan"; and

**WHEREAS**, the City, through HED, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the Pershing/King TIF Area (the "Pershing/King Program") and entered into an agreement on November 10, 2008 with NHS ("Agreement") pursuant to which NHS performed certain administrative services for the Pershing/King Program; and

**WHEREAS**, the City and NHS entered into a first amendment to the Agreement on July 7, 2009 ("First Amendment"), under which NHS continued to provide administrative services for the expanded Pershing/King Program; and

**WHEREAS**, the City desires to amend the Agreement with NHS to include additional energy-efficiency, reporting and other requirements to the Pershing/King Program; and

**WHEREAS**, the City also desires to amend the Agreement, as previously amended, with NHS pursuant to which NHS will continue to provide administrative services under the Pershing/King Program; and

**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through  
(i) incremental taxes deposited in the Special Tax Allocation Fund of the Pershing/King TIF Area, or  
(ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2012,  
the City has approved the execution and delivery of this Second Amendment to the Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below,  
the parties hereto agree as follows:

## **ARTICLE I**

### **INCORPORATION AND RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

## **ARTICLE II**

### **REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

NHS reaffirms each and every representation, warranty and covenant made in Article III of  
the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of  
Section 4.9 of the Agreement.

## **ARTICLE III**

### **AMENDMENTS TO AGREEMENT AND FIRST AMENDMENT**

The Agreement and First Amendment, as applicable, are amended as follows:

(a) Substitute the following definition of "Eligible Costs" in Article II:

"Eligible Costs" means the following rehabilitation costs which are incurred by eligible  
Homeowners pursuant to the Grant Documents and funded with Grant funds: exterior improvements  
including but not limited to roofs, windows, entryways, porches and masonry; up to 30% of the total  
Grant amount may be used for one of the two following purposes, at the option of the Selected  
Applicant:

(a) interior life/safety improvements, but only to the extent that such improvements are  
designed to address a current (rather than potential) health and safety risk; and related  
architect's fees; or

(b) the cost of an energy audit that recommends measures to improve the energy efficiency  
of a building may be included as a rehabilitation cost to the extent that:

(i) the building renovations undertaken pursuant to such recommendation promote  
energy efficiency and resource conservation (e.g., the installation of low-flow

plumbing fixtures or energy-efficient HVAC systems, the use of building materials made with a high degree of recycled content or renewable or non-toxic substances); and

(ii) the cost of the energy audit does not exceed 10% of the project budget.

(iii) provided, however, that if a project includes the replacement of an energy-efficient heating system, such as a boiler or a furnace, that meets Energy Star requirements, the above limitation of 30% of the Grant amount shall not apply.

(b) Substitute the following definition of "Maximum Program Assistance" in Article II:

"Maximum Program Assistance" means (a) for a Qualified Housing Unit comprised of a single family home, \$12,500, (b) for a Qualified Housing Unit comprised of two living units, \$17,500, (c) for a Qualified Housing Unit comprised of three living units, \$20,000, and (d) for a Qualified Housing Unit comprised of four living units, \$22,500; provided, however, that if the Air-Sealing Requirement, Insulation Requirement and/or EE Heating System Requirement are applicable, then the Maximum Program Assistance shall be increased as follows:

	Maximum Program Assistance	Allowance for Air-Sealing Requirement	Allowance for Insulation Requirement	EE Heating System Requirement	Total
1 Unit	\$12,500	\$1,850	\$1,500	\$1,000	\$16,850
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3 Unit	\$20,000	\$3,000	\$1,500	\$1,000	\$25,500
4 Unit	\$22,500	\$3,550	\$3,000	\$1,000	\$30,050

(c) Add the following definitions to Article II:

"Air Sealing Requirement" shall have the meaning set forth in Section 4.3(f)(i) hereof.

"EE Heating System Requirement" shall have the meaning set forth in Section 4.3(f)(iii) hereof.

"Insulation Requirement" shall have the meaning set forth in Section 4.3(f)(ii) hereof.

(d) Add the following text as a new subsection (f) to ARTICLE IV, Section 4.3:

(f) NHS shall enforce the following energy-efficiency requirements for the program:

(xlili) If a Qualified Housing Unit is having its roof replaced and the roof insulation is below R-49, then the project will be required to include R-49 insulation in the roof (except in the case that the roof cavity is not able to be insulated due to a finished attic) ("Insulation Requirement");

(xliv) If NHS finds during the initial site visit required by Section 4.4(a) that the Qualified Housing Unit should be air-sealed, then the renovation work shall include air-sealing the Qualified Housing Unit ("Air-Sealing Requirement");

and

(xiv) If the Eligible Homeowner plans to replace the heating system, such as a boiler or furnace, in the Qualified Housing Unit, then the heating system must meet the Energy Star standards for energy efficiency ("EE Heating System Requirement").

(e) Substitute the following text for the current text in ARTICLE IV, Section 4.4(f):

(f) Reporting. On the seventh day of each month of each year during the term hereof, NHS shall submit to the City a monthly report in a form approved by HED and containing the following information for each Grant closed during the previous month, and for each Eligible Homeowner whose Application has been approved: (i) the address (including zip code) and census tract of the Qualified Housing Unit; (ii) the name, address, income and race (if known) of each Eligible Homeowner for such Qualified Housing Unit; (iii) the amount of the applicable Grant and the date of the Grant; (iv) the amount of Program Funds, if any, provided to such Eligible Homeowner by the end of the preceding month, and the use of such funds; (v) the status of the renovation work on such Qualified Housing Unit; and (vi) the names of any Eligible Homeowners who have defaulted on any matching loan provided through NLS pursuant to Section 4.4(b) hereof. In addition, NHS shall also include the following in such report regarding the Program as of the end of the preceding month: (i) information about each matching loan made to an Eligible Homeowner, or matching funds provided by the Eligible Homeowner, including the amount of the loan or other funds, the address of the subject property and evidence that matching funds were provided; (ii) number of renovations in process; (iii) number of renovations completed; (iv) total number of applicants; (v) total number of Applications reviewed; (vi) total number of Applications approved; (vii) total amount of Grant funds disbursed hereunder; (viii) number of Qualified Housing Units; (ix) description of building style; (x) whether initial site visit indicated that a new roof was needed; (xi) whether initial site visit indicated that additional roof insulation was needed; (xi) whether initial site visit indicated that air-sealing was needed; (xii) whether a new roof was installed; (xiii) whether roof insulation was installed; (xiv) whether air-sealing was performed; (xv) whether the heating system was replaced with an energy-efficient or non-energy-efficient replacement; (xvi) costs of any roof replacement; (xvii) cost of any air-sealing; (xviii) total project cost; and (xix) whether waiver for Electricity and Gas Data provided.

(f) Add the following new Section 6.21 to the Agreement:

Section 6.21. Shakman Accord Requirements.

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) NHS is aware that City policy prohibits City employees from directing any individual to apply for a position with NHS, either as an employee or as a subcontractor, and from directing NHS to hire an individual as an employee or as a subcontractor. Accordingly, NHS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by NHS under this Agreement are employees or subcontractors of NHS, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by NHS.

(c) NHS will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to NHS by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, NHS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of HED. NHS will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

Except as set forth herein, the Agreement is not amended.

#### **ARTICLE IV**

##### **OBLIGATION TO PROVIDE DOCUMENTS**

NHS shall execute and deliver to HED such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.



**IN WITNESS WHEREOF**, the City and NHS have executed this Amendment as of the date first set forth above.

CITY OF CHICAGO

By: \_\_\_\_\_  
Commissioner  
Department of Housing and Economic Development

NEIGHBORHOOD HOUSING SERVICES OF CHICAGO,  
INC., an Illinois not-for-profit corporation

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

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

EXHIBIT Q

Form of First Amendment  
to  
NHS Agreement for the Roosevelt-Homan Area  
with  
Neighborhood Housing Services of Chicago, Inc.

This First Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Housing and Economic Development ("HED"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

**WHEREAS**, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

**WHEREAS**, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on December 5, 1990: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Roosevelt-Homan Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Roosevelt-Homan Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Roosevelt-Homan Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "Roosevelt-Homan TIF Area"; and

**WHEREAS**, the City, through HED, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the Roosevelt-Homan TIF Area (the "Roosevelt-Homan Program") and entered into an agreement on April 25, 2007 with NHS ("Agreement") pursuant to which NHS performed certain administrative services for the Roosevelt-Homan Program; and

**WHEREAS**, the City desires to amend the Agreement with NHS to include additional energy-efficiency, reporting and other requirements to the Roosevelt-Homan Program; and

**WHEREAS**, the City also desires to amend the Agreement with NHS pursuant to which NHS will continue to provide administrative services under the Roosevelt-Homan Program; and

**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the Roosevelt-Homan TIF Area, or (ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2012, the City has approved the execution and delivery of this First Amendment to the Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

## **ARTICLE I**

### **INCORPORATION AND RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

## **ARTICLE II**

### **REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of Section 4.9 of the Agreement.

## **ARTICLE III**

### **AMENDMENTS TO AGREEMENT**

The Agreement is amended as follows:

- (a) Substitute the following definition of "Eligible Costs" in Article II:

"Eligible Costs" means the following rehabilitation costs which are incurred by eligible Homeowners pursuant to the Grant Documents and funded with Grant funds: exterior improvements including but not limited to roofs, windows, entryways, porches and masonry; up to 30% of the total Grant amount may be used for one of the two following purposes, at the option of the Selected Applicant:

- (a) interior life/safety improvements, but only to the extent that such improvements are designed to address a current (rather than potential) health and safety risk; and related architect's fees; or
- (b) the cost of an energy audit that recommends measures to improve the energy efficiency of a building may be included as a rehabilitation cost to the extent that:
- (i) the building renovations undertaken pursuant to such recommendation promote energy efficiency and resource conservation (e.g., the installation of low-flow plumbing fixtures or energy-efficient HVAC systems, the use of building materials made with a high degree of recycled content or renewable or non-toxic substances); and
  - (ii) the cost of the energy audit does not exceed 10% of the project budget.

(iii) provided, however, that if a project includes the replacement of an energy-efficient heating system, such as a boiler or a furnace, that meets Energy Star requirements, the above limitation of 30% of the Grant amount shall not apply.

(b) Substitute the following definition of "Maximum Program Assistance" in Article II:

"Maximum Program Assistance" means (a) for a Qualified Housing Unit comprised of a single family home, \$12,500, (b) for a Qualified Housing Unit comprised of two living units, \$17,500, (c) for a Qualified Housing Unit comprised of three living units, \$20,000, and (d) for a Qualified Housing Unit comprised of four living units, \$22,500; provided, however, that if the Air-Sealing Requirement, Insulation Requirement and/or EE Heating System Requirement are applicable, then the Maximum Program Assistance shall be increased as follows:

	Maximum Program Assistance	Allowance for Air-Sealing Requirement	Allowance for Insulation Requirement	EE Heating System Requirement	Total
1 Unit	\$12,500	\$1,850	\$1,500	\$1,000	\$16,850
2 Unit	\$17,500	\$2,400	\$1,500	\$1,000	\$22,400
3 Unit	\$20,000	\$3,000	\$1,500	\$1,000	\$25,500
4 Unit	\$22,500	\$3,550	\$3,000	\$1,000	\$30,050

(c) Add the following definitions to Article II:

"Air Sealing Requirement" shall have the meaning set forth in Section 4.3(f)(i) hereof.

"EE Heating System Requirement" shall have the meaning set forth in Section 4.3(f)(iii) hereof.

"Insulation Requirement" shall have the meaning set forth in Section 4.3(f)(ii) hereof.

(d) Add the following text as a new subsection (f) to ARTICLE IV, Section 4.3:

(f) NHS shall enforce the following energy-efficiency requirements for the program:

(xlv) If a Qualified Housing Unit is having its roof replaced and the roof insulation is below R-49, then the project will be required to include R-49 insulation in the roof (except in the case that the roof cavity is not able to be insulated due to a finished attic) ("Insulation Requirement");

(xlvii) If NHS finds during the initial site visit required by Section 4.4(a) that the Qualified Housing Unit should be air-sealed, then the renovation work shall include air-sealing the Qualified Housing Unit ("Air-Sealing Requirement"); and

(xlviii) If the Eligible Homeowner plans to replace the heating system, such as a boiler or furnace, in the Qualified Housing Unit, then the heating system must meet the Energy Star standards for energy efficiency ("EE Heating System Requirement").

- (e) Substitute the following text for the current text in ARTICLE IV, Section 4.4(f):

(f) Reporting. On the seventh day of each month of each year during the term hereof, NHS shall submit to the City a monthly report in a form approved by HED and containing the following information for each Grant closed during the previous month, and for each Eligible Homeowner whose Application has been approved: (i) the address (including zip code) and census tract of the Qualified Housing Unit; (ii) the name, address, income and race (if known) of each Eligible Homeowner for such Qualified Housing Unit; (iii) the amount of the applicable Grant and the date of the Grant; (iv) the amount of Program Funds, if any, provided to such Eligible Homeowner by the end of the preceding month, and the use of such funds; (v) the status of the renovation work on such Qualified Housing Unit; and (vi) the names of any Eligible Homeowners who have defaulted on any matching loan provided through NLS pursuant to Section 4.4(b) hereof. In addition, NHS shall also include the following in such report regarding the Program as of the end of the preceding month: (i) information about each matching loan made to an Eligible Homeowner, or matching funds provided by the Eligible Homeowner, including the amount of the loan or other funds, the address of the subject property and evidence that matching funds were provided; (ii) number of renovations in process; (iii) number of renovations completed; (iv) total number of applicants; (v) total number of Applications reviewed; (vi) total number of Applications approved; (vii) total amount of Grant funds disbursed hereunder; (viii) number of Qualified Housing Units; (ix) description of building style; (x) whether initial site visit indicated that a new roof was needed; (xi) whether initial site visit indicated that additional roof insulation was needed; (xi) whether initial site visit indicated that air-sealing was needed; (xii) whether a new roof was installed; (xiii) whether roof insulation was installed; (xiv) whether air-sealing was performed; (xv) whether the heating system was replaced with an energy-efficient or non-energy-efficient replacement; (xvi) costs of any roof replacement; (xvii) cost of any air-sealing; (xviii) total project cost; and (xix) whether waiver for Electricity and Gas Data provided.

- (f) Add the following new Section 6.21 to the Agreement:

Section 6.21. Shakman Accord Requirements.

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) NHS is aware that City policy prohibits City employees from directing any individual to apply for a position with NHS, either as an employee or as a subcontractor, and from directing NHS to hire an individual as an employee or as a subcontractor. Accordingly, NHS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel

provided by NHS under this Agreement are employees or subcontractors of NHS, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by NHS.

(c) NHS will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to NHS by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, NHS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of HED. NHS will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

Except as set forth herein, the Agreement is not amended.

#### **ARTICLE IV**

##### **OBLIGATION TO PROVIDE DOCUMENTS**

NHS shall execute and deliver to HED such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the City and NHS have executed this Amendment as of the date first set forth above.

CITY OF CHICAGO

By: \_\_\_\_\_  
Commissioner  
Department of Housing and Economic Development

NEIGHBORHOOD HOUSING SERVICES OF CHICAGO,  
INC., an Illinois not-for-profit corporation

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

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

EXHIBIT R

Form of Second Amendment  
to  
NHS Agreement for the South Chicago Area  
with  
Neighborhood Housing Services of Chicago, Inc.

This Second Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Housing and Economic Development ("HED"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

**WHEREAS**, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

**WHEREAS**, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on April 12, 2000: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the South Chicago Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the South Chicago Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the South Chicago Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "South Chicago TIF Area"; and

**WHEREAS**, the City, through HED, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the South Chicago TIF Area (the "South Chicago Program") and entered into an agreement on March 5, 2002 with NHS ("Agreement") pursuant to which NHS performed certain administrative services for the South Chicago Program; and

**WHEREAS**, the City and NHS entered into a first amendment to the Agreement ("First Amendment"), under which NHS continued to provide administrative services for the expanded South Chicago; and

**WHEREAS**, the City desires to amend the Agreement with NHS to include additional energy-efficiency, reporting and other requirements to the South Chicago Program; and

**WHEREAS**, the City also desires to amend the Agreement, as previously amended, with NHS pursuant to which NHS will continue to provide administrative services under the South Chicago Program; and



**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the South Chicago TIF Area, or (ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2012, the City has approved the execution and delivery of this Second Amendment to the Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

## **ARTICLE I**

### **INCORPORATION AND RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

## **ARTICLE II**

### **REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of Section 4.9 of the Agreement.

## **ARTICLE III**

### **AMENDMENTS TO AGREEMENT AND FIRST AMENDMENT**

The Agreement and First Amendment, as applicable, are amended as follows:

(a) Substitute the following definition of "Eligible Costs" in Article II:

"Eligible Costs" means the following rehabilitation costs which are incurred by eligible Homeowners pursuant to the Grant Documents and funded with Grant funds: exterior improvements including but not limited to roofs, windows, entryways, porches and masonry; up to 30% of the total Grant amount may be used for one of the two following purposes, at the option of the Selected Applicant:

(a) interior life/safety improvements, but only to the extent that such improvements are designed to address a current (rather than potential) health and safety risk; and related architect's fees; or

(b) the cost of an energy audit that recommends measures to improve the energy efficiency of a building may be included as a rehabilitation cost to the extent that:

(i) the building renovations undertaken pursuant to such recommendation promote energy efficiency and resource conservation (e.g., the installation of low-flow

plumbing fixtures or energy-efficient HVAC systems, the use of building materials made with a high degree of recycled content or renewable or non-toxic substances); and

(ii) the cost of the energy audit does not exceed 10% of the project budget.

(iii) provided, however, that if a project includes the replacement of an energy-efficient heating system, such as a boiler or a furnace, that meets Energy Star requirements, the above limitation of 30% of the Grant amount shall not apply.

(b) Substitute the following definition of "Maximum Program Assistance" in Article II:

"Maximum Program Assistance" means (a) for a Qualified Housing Unit comprised of a single family home, \$12,500, (b) for a Qualified Housing Unit comprised of two living units, \$17,500, (c) for a Qualified Housing Unit comprised of three living units, \$20,000, and (d) for a Qualified Housing Unit comprised of four living units, \$22,500; provided, however, that if the Air-Sealing Requirement, Insulation Requirement and/or EE Heating System Requirement are applicable, then the Maximum Program Assistance shall be increased as follows:

	Maximum Program Assistance	Allowance for Air-Sealing Requirement	Allowance for Insulation Requirement	EE Heating System Requirement	Total
1 Unit	\$12,500	\$1,850	\$1,500	\$1,000	\$16,850
2 Unit	\$17,500	\$2,400	\$1,500	\$1,000	\$22,400
3 Unit	\$20,000	\$3,000	\$1,500	\$1,000	\$25,500
4 Unit	\$22,500	\$3,550	\$3,000	\$1,000	\$30,050

(c) Add the following definitions to Article II:

"Air Sealing Requirement" shall have the meaning set forth in Section 4.3(f)(i) hereof.

"EE Heating System Requirement" shall have the meaning set forth in Section 4.3(f)(iii) hereof.

"Insulation Requirement" shall have the meaning set forth in Section 4.3(f)(ii) hereof.

(d) Add the following text as a new subsection (f) to ARTICLE IV, Section 4.3:

(f) NHS shall enforce the following energy-efficiency requirements for the program:

(xlix) If a Qualified Housing Unit is having its roof replaced and the roof insulation is below R-49, then the project will be required to include R-49 insulation in the roof (except in the case that the roof cavity is not able to be insulated due to a finished attic) ("Insulation Requirement");

(l) If NHS finds during the initial site visit required by Section 4.4(a) that the Qualified Housing Unit should be air-sealed, then the renovation work shall include air-sealing the Qualified Housing Unit ("Air-Sealing Requirement");

and

- (li) If the Eligible Homeowner plans to replace the heating system, such as a boiler or furnace, in the Qualified Housing Unit, then the heating system must meet the Energy Star standards for energy efficiency ("EE Heating System Requirement").

- (e) Substitute the following text for the current text in ARTICLE IV, Section 4.4(f):

(f) Reporting. On the seventh day of each month of each year during the term hereof, NHS shall submit to the City a monthly report in a form approved by HED and containing the following information for each Grant closed during the previous month, and for each Eligible Homeowner whose Application has been approved: (i) the address (including zip code) and census tract of the Qualified Housing Unit; (ii) the name, address, income and race (if known) of each Eligible Homeowner for such Qualified Housing Unit; (iii) the amount of the applicable Grant and the date of the Grant; (iv) the amount of Program Funds, if any, provided to such Eligible Homeowner by the end of the preceding month, and the use of such funds; (v) the status of the renovation work on such Qualified Housing Unit; and (vi) the names of any Eligible Homeowners who have defaulted on any matching loan provided through NLS pursuant to Section 4.4(b) hereof. In addition, NHS shall also include the following in such report regarding the Program as of the end of the preceding month: (i) information about each matching loan made to an Eligible Homeowner, or matching funds provided by the Eligible Homeowner, including the amount of the loan or other funds, the address of the subject property and evidence that matching funds were provided; (ii) number of renovations in process; (iii) number of renovations completed; (iv) total number of applicants; (v) total number of Applications reviewed; (vi) total number of Applications approved; (vii) total amount of Grant funds disbursed hereunder; (viii) number of Qualified Housing Units; (ix) description of building style; (x) whether initial site visit indicated that a new roof was needed; (xi) whether initial site visit indicated that additional roof insulation was needed; (xi) whether initial site visit indicated that air-sealing was needed; (xii) whether a new roof was installed; (xiii) whether roof insulation was installed; (xiv) whether air-sealing was performed; (xv) whether the heating system was replaced with an energy-efficient or non-energy-efficient replacement; (xvi) costs of any roof replacement; (xvii) cost of any air-sealing; (xviii) total project cost; and (xix) whether waiver for Electricity and Gas Data provided.

- (f) Add the following new Section 6.21 to the Agreement:

Section 6.21. Shakman Accord Requirements.

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) NHS is aware that City policy prohibits City employees from directing any individual to apply for a position with NHS, either as an employee or as a subcontractor, and from directing NHS to hire an individual as an employee or as a subcontractor. Accordingly, NHS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by NHS under this Agreement are employees or subcontractors of NHS, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by NHS.

(c) NHS will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to NHS by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, NHS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of HED. NHS will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

Except as set forth herein, the Agreement is not amended.

#### **ARTICLE IV**

##### **OBLIGATION TO PROVIDE DOCUMENTS**

NHS shall execute and deliver to HED such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

**IN WITNESS WHEREOF**, the City and NHS have executed this Amendment as of the date first set forth above.

CITY OF CHICAGO

By: \_\_\_\_\_  
Commissioner  
Department of Housing and Economic Development

NEIGHBORHOOD HOUSING SERVICES OF CHICAGO,  
INC., an Illinois not-for-profit corporation

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

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

EXHIBIT S

Form of First Amendment  
to  
NHS Agreement for the Woodlawn Area  
with  
Neighborhood Housing Services of Chicago, Inc.

This First Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Housing and Economic Development ("HED"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

**WHEREAS**, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

**WHEREAS**, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on January 20, 1999: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Woodlawn Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Woodlawn Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Woodlawn Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "Woodlawn TIF Area"; and

**WHEREAS**, the City, through HED, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the Woodlawn TIF Area (the "Woodlawn Program") and entered into an agreement on October 1, 2009 with NHS ("Agreement") pursuant to which NHS performed certain administrative services for the Woodlawn Program; and

**WHEREAS**, the City desires to amend the Agreement with NHS to include additional energy-efficiency, reporting and other requirements to the Woodlawn Program; and

**WHEREAS**, the City also desires to amend the Agreement with NHS pursuant to which NHS will continue to provide administrative services under the Woodlawn Program; and

**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the Woodlawn TIF Area, or (ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2012, the City has approved the execution and delivery of this First Amendment to the Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

## **ARTICLE I**

### **INCORPORATION AND RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

## **ARTICLE II**

### **REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of Section 4.9 of the Agreement.

## **ARTICLE III**

### **AMENDMENTS TO AGREEMENT**

The Agreement is amended as follows:

- (a) Substitute the following definition of "Eligible Costs" in Article II:

"Eligible Costs" means the following rehabilitation costs which are incurred by eligible Homeowners pursuant to the Grant Documents and funded with Grant funds: exterior improvements including but not limited to roofs, windows, entryways, porches and masonry; up to 30% of the total Grant amount may be used for one of the two following purposes, at the option of the Selected Applicant:

- (a) interior life/safety improvements, but only to the extent that such improvements are designed to address a current (rather than potential) health and safety risk; and related architect's fees; or

- (b) the cost of an energy audit that recommends measures to improve the energy efficiency of a building may be included as a rehabilitation cost to the extent that:

(i) the building renovations undertaken pursuant to such recommendation promote energy efficiency and resource conservation (e.g., the installation of low-flow plumbing fixtures or energy-efficient HVAC systems, the use of building materials made with a high degree of recycled content or renewable or non-toxic substances); and

(ii) the cost of the energy audit does not exceed 10% of the project budget.

(iii) provided, however, that if a project includes the replacement of an energy-

efficient heating system, such as a boiler or a furnace, that meets Energy Star requirements, the above limitation of 30% of the Grant amount shall not apply.

- (b) Substitute the following definition of "Maximum Program Assistance" in Article II:

"Maximum Program Assistance" means (a) for a Qualified Housing Unit comprised of a single family home, \$12,500, (b) for a Qualified Housing Unit comprised of two living units, \$17,500, (c) for a Qualified Housing Unit comprised of three living units, \$20,000, and (d) for a Qualified Housing Unit comprised of four living units, \$22,500; provided, however, that if the Air-Sealing Requirement, Insulation Requirement and/or EE Heating System Requirement are applicable, then the Maximum Program Assistance shall be increased as follows:

	Maximum Program Assistance	Allowance for Air-Sealing Requirement	Allowance for Insulation Requirement	EE Heating System Requirement	Total
1 Unit	\$12,500	\$1,850	\$1,500	\$1,000	\$16,850
2 Unit	\$17,500	\$2,400	\$1,500	\$1,000	\$22,400
3 Unit	\$20,000	\$3,000	\$1,500	\$1,000	\$25,500
4 Unit	\$22,500	\$3,550	\$3,000	\$1,000	\$30,050

- (c) Add the following definitions to Article II:

"Air Sealing Requirement" shall have the meaning set forth in Section 4.3(f)(i) hereof.

"EE Heating System Requirement" shall have the meaning set forth in Section 4.3(f)(iii) hereof.

"Insulation Requirement" shall have the meaning set forth in Section 4.3(f)(ii) hereof.

- (d) Add the following text as a new subsection (f) to ARTICLE IV, Section 4.3:

(f) NHS shall enforce the following energy-efficiency requirements for the program:

- (iii) If a Qualified Housing Unit is having its roof replaced and the roof insulation is below R-49, then the project will be required to include R-49 insulation in the roof (except in the case that the roof cavity is not able to be insulated due to a finished attic) ("Insulation Requirement");
- (liii) If NHS finds during the initial site visit required by Section 4.4(a) that the Qualified Housing Unit should be air-sealed, then the renovation work shall include air-sealing the Qualified Housing Unit ("Air-Sealing Requirement"); and
- (liv) If the Eligible Homeowner plans to replace the heating system, such as a boiler or furnace, in the Qualified Housing Unit, then the heating system must meet the Energy Star standards for energy efficiency ("EE Heating System Requirement").



- (e) Substitute the following text for the current text in ARTICLE IV, Section 4.4(f):

(f) Reporting. On the seventh day of each month of each year during the term hereof, NHS shall submit to the City a monthly report in a form approved by HED and containing the following information for each Grant closed during the previous month, and for each Eligible Homeowner whose Application has been approved: (i) the address (including zip code) and census tract of the Qualified Housing Unit; (ii) the name, address, income and race (if known) of each Eligible Homeowner for such Qualified Housing Unit; (iii) the amount of the applicable Grant and the date of the Grant; (iv) the amount of Program Funds, if any, provided to such Eligible Homeowner by the end of the preceding month, and the use of such funds; (v) the status of the renovation work on such Qualified Housing Unit; and (vi) the names of any Eligible Homeowners who have defaulted on any matching loan provided through NLS pursuant to Section 4.4(b) hereof. In addition, NHS shall also include the following in such report regarding the Program as of the end of the preceding month: (i) information about each matching loan made to an Eligible Homeowner, or matching funds provided by the Eligible Homeowner, including the amount of the loan or other funds, the address of the subject property and evidence that matching funds were provided; (ii) number of renovations in process; (iii) number of renovations completed; (iv) total number of applicants; (v) total number of Applications reviewed; (vi) total number of Applications approved; (vii) total amount of Grant funds disbursed hereunder; (viii) number of Qualified Housing Units; (ix) description of building-style; (x) whether initial site visit indicated that a new roof was needed; (xi) whether initial site visit indicated that additional roof insulation was needed; (xi) whether initial site visit indicated that air-sealing was needed; (xii) whether a new roof was installed; (xiii) whether roof insulation was installed; (xiv) whether air-sealing was performed; (xv) whether the heating system was replaced with an energy-efficient or non-energy-efficient replacement; (xvi) costs of any roof replacement; (xvii) cost of any air-sealing; (xviii) total project cost; and (xix) whether waiver for Electricity and Gas Data provided.

- (f) Add the following new Section 6.21 to the Agreement:

Section 6.21. Shakman Accord Requirements.

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) NHS is aware that City policy prohibits City employees from directing any individual to apply for a position with NHS, either as an employee or as a subcontractor, and from directing NHS to hire an individual as an employee or as a subcontractor. Accordingly, NHS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by NHS under this Agreement are employees or subcontractors of NHS,

not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by NHS.

(c) NHS will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to NHS by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, NHS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of HED. NHS will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

Except as set forth herein, the Agreement is not amended.

#### **ARTICLE IV**

##### **OBLIGATION TO PROVIDE DOCUMENTS**

NHS shall execute and deliver to HED such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the City and NHS have executed this Amendment as of the date first set forth above.

CITY OF CHICAGO

By: \_\_\_\_\_  
Commissioner  
Department of Housing and Economic Development

NEIGHBORHOOD HOUSING SERVICES OF CHICAGO,  
INC., an Illinois not-for-profit corporation

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

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