



**DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES
ADMINISTRATION AND PLANNING DIVISION
MEMORANDUM**

TO: Bruce K. Walden, Chief Administrative Officer
FROM: Bob Grewe, Manager, Grants Management Division
DATE: August 7, 2001
RE: Amendments #1 and #2 to an agreement with the Illinois Center for Citizen Involvement regarding the construction of homes in the Eads at Lincoln Subdivision

Brief Description of the Issue(s)

At its August 13 meeting, the Committee of the Whole will consider the issue of amending an Urbana HOME Consortium Community Housing Development Organization Agreement with the Illinois Center for Citizen Involvement (ICfCI) for the completion of the Eads at Lincoln Subdivision.

Identification of the Issue(s) and Any Approvals Required

The principal issue is whether the city should approve the amended agreement with ICfCI for the completion and build-out of the Eads at Lincoln Subdivision.

Background/Facts

In November 2000, City Council approved an agreement with ICfCI to construct six single-family homes within the Eads Subdivision. Also at that time, properties were donated to ICfCI for use in their HomeBuild3 Program and to the Urbana School District for use in their Construction Trades Program. To date, all three homes are near completion through the HomeBuild Program; one family has been qualified for the Eads Program and is ready to start construction; and the School District has building permits issued and is ready to start construction.

Since the Eads Subdivision was first constructed approximately ten years ago, the majority of site preparation and infrastructure has been developed. These costs are less than the estimated amount of \$35,904. The first proposed change to the agreement would be to allow other miscellaneous developer's fees such as marketing and legal fees to be paid from this fund. The only eligible expenses would be those shown on ICfCI's Eads at Lincoln Proposal dated January 6, 2000 (please see attached). Since construction is about ready to begin on the Eads homes, the second part of the amended agreement would extend the completion date to June 30, 2002.

The agreement originally designated six homes to be constructed by ICfCI to complete the Eads Subdivision. The 1100 block of Harvey Street was re-platted to accommodate a sanitary district easement. This eliminated one parcel from the subdivision and dropped ICfCI's requirement to

five homes. Of the five available parcels, the Urbana School District will take one of these for their construction trades program as a result of an agreement between ICfCI and District 116. Of the eleven available parcels within the subdivision, ten will be built upon. ICfCI will have constructed three through the HomeBuild Program and five through the Eads Program, while the school district will construct two. In the existing agreement, there are downpayment grants available for families within certain income ranges and a set number of families within each income range. ICfCI has had problems finding families to qualify in certain income ranges. The final amendment would eliminate the set number of families per income range. All of the families would have incomes less than 80 percent of the area median income. The grant amount received by a family within an income range would remain the same. If all five families have incomes below 70 percent of the area median income, then each family would receive \$14,000 in grant assistance and all \$70,000 would be expended. If all five families have incomes below 80 percent, then each would receive a \$10,500 grant. This scenario would expend \$52,500 of the \$70,000. Any downpayment monies not expended in this program could be used to pay other expenses in this project or carried over to another CHDO project.

Fiscal Impact

There would be no effect on the City's General Fund as these monies were previously budgeted and approved in the FY1999-2000 and FY2000-2001 HOME Program budgets. Construction of homes within the Eads at Lincoln Subdivision would result in increased property tax collection (the properties are currently untaxed) and could have a positive effect on values of surrounding properties. The City would have no liability in connection with the construction of the homes.

Recommendation

At their June 26 and July 24 meetings, the Urbana Community Development Commission recommended the amended agreement to City Council for approval. Community Development staff also recommend approval of the agreement.

Prepared By: _____

Michael J. Loschen
Grants Coordinator II

- Attachments: (1) Urbana HOME Consortium Community Housing Development Organization Agreement - Illinois Center for Citizen Involvement - Eads at Lincoln (FY2000-2001)
- (2) Eads at Lincoln Proposal from ICfCI dated January 6, 2000
- (3) Urbana HOME Consortium Community Housing Development Organization Agreement - Illinois Center for Citizen Involvement - Eads at Lincoln (FY2000-2001) - Second Amendment
- (4) An Ordinance Amending An Urbana HOME Consortium Community Housing Development Organization Agreement - Illinois Center for Citizen Involvement - Eads at Lincoln FY2000-2001

URBANA HOME CONSORTIUM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION AGREEMENT
ILLINOIS CENTER FOR CITIZEN INVOLVEMENT
Eads at Lincoln (FY 2000-2001)

THIS AGREEMENT, made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the "City"), and ILLINOIS CENTER FOR CITIZEN INVOLVEMENT, an Illinois Not-For-Profit Organization (hereinafter "ICfCI").

WITNESSETH:

WHEREAS, the City of Urbana, the City of Champaign, the Village of Rantoul, and Champaign County have been jointly designated as a Participating Jurisdiction by the U.S. Department of Housing and Urban Development (hereinafter "HUD") for purposes of receiving HOME Investment Partnership (hereinafter "HOME") Program funds in the name of the Urbana HOME Consortium under provisions of Title II of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 *et seq.*) (hereinafter the "National Affordable Housing Act"); and

WHEREAS, the Urbana HOME Consortium has received HOME Program funds from HUD for the periods beginning July 1, 1999 and ending June 30, 2000, and from July 1, 2000 through June 30, 2001, to increase affordable housing opportunities for low-income residents of Urbana, Champaign, and unincorporated Champaign County; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 1995-1999 (hereinafter the "Consolidated Plan I") which budgets \$931,000 in Urbana HOME Consortium funds for the period beginning July 1, 1999, and ending June 30, 2000, including \$139,650 set aside for use by Community Housing Development Organizations (hereinafter "CHDOs") in accordance with an Intergovernmental Agreement Concerning Administration of a Champaign/Urbana/Champaign County HOME Investment Partnerships Consortium executed by Mayor Tod Satterthwaite on behalf of the City on June 23, 1997 (hereinafter the "Intergovernmental Agreement I"); and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 2000-2004 (hereinafter the "Consolidated Plan II") which budgets \$984,000 in Urbana HOME Consortium funds for the period beginning July 1, 2000, and ending June 30, 2001, including \$155,735 set aside for use by CHDOs in accordance with an Intergovernmental Agreement Concerning Administration of a Champaign/Urbana/Champaign County HOME Investment Partnerships Consortium executed by Mayor Tod Satterthwaite on behalf of the

City on July 27, 2000 (hereinafter the "Intergovernmental Agreement II"); and

WHEREAS, the Consolidated Plans promote expansion of homeownership opportunities and recommends that the City expand home construction opportunities for low-income households; and

WHEREAS, ICfCI has been designated as a recipient of CHDO funds for the Urbana HOME Consortium for FY1999-2000 and FY2000-2001; and

WHEREAS, ICfCI has fulfilled all HOME Program requirements necessary to be certified as a CHDO; and

WHEREAS, ICfCI has applied to the City for FY1999-2000 and FY2000-2001 Urbana HOME Consortium funds to construct single-family residences in the Urbana Eads at Lincoln Subdivision for sale to low-moderate income households (hereinafter the "Project"); and

WHEREAS, the City has the right and authority, pursuant to both the HOME Program and the Intergovernmental Agreements to allocate Urbana HOME Consortium funds to ICfCI for the Project.

NOW, THEREFORE, the parties hereby agree as follows.

1. **Preamble** The preamble set forth above is hereby incorporated and made part of this Community Housing Development Organization Agreement (hereinafter the "Agreement").
2. **Purpose** The purpose of this Agreement is to pledge FY1999-2000 and FY2000-2001 Urbana HOME Consortium funds, more specifically a portion of the Urbana and CHDO shares of said funds, for downpayment grants to income-eligible households purchasing single-family residences constructed by ICfCI in accordance with this Agreement; to provide ICfCI with administrative funds to coordinate the Project; and provide ICfCI site preparation funds.
3. **Pledge of HOME and Match Funds** The City pledges to ICfCI \$140,939 in Urbana HOME Consortium funds, including HOME and match funds, for the Project as follows:
 - \$10,950 in FY1999-2000 Urbana HOME Consortium CHDO funds (\$10,950 HOME, \$2,738 match to be provided by ICfCI)
 - \$8,854 from the Urbana share of FY1999-2000 Urbana HOME Consortium funds (\$7,083 HOME, \$1,771 match)

- \$121,135 in FY2000-2001 Urbana HOME Consortium CHDO funds (\$126,135 HOME, \$30,484 match to be provided by ICfCI)

The City of Urbana also pledges the donation of six vacant properties within the Eads at Lincoln Subdivision.

4. **Use of HOME and Match Funds** ICfCI agrees to utilize \$140,939 in HOME and match funds pledged by the City to cause construction of 6 single-family houses in Urbana's Eads at Lincoln Subdivision for sale to low-moderate income households. Specific uses of said funds are as follows:

- \$70,000 shall be used by ICfCI to provide non-repayable downpayment grants to eligible homebuyers as follows:

- 2 grants - in the amount of \$14,000 each to households with income at or below 70 percent of area median family income,
- 4 grants - in the amount of \$10,500 each to households with income at or below 80 percent of area median family income,

- \$35,904 shall be used by ICfCI for site preparation and infrastructure development,
- \$35,035 shall be used by ICfCI for expenses related to administration of the

Project, in accordance with the budget attached hereto as *Exhibit 1*.

The City shall disburse downpayment grants directly to a participating financial institution providing the homebuyer with mortgage financing when the following conditions have been met.

- The City receives written verification from a participating financial institution that first mortgage financing has been committed to the homebuyer.
- The City receives written verification that a certificate of occupancy or equivalent document has been issued for a completed house by the building code official of the city in which the house has been constructed.
- The City receives written certification of income for the household seeking downpayment assistance, said certification verifying eligibility of the household for downpayment assistance through the Project.

ICfCI shall not request disbursement of HOME funds until HOME funds are needed to pay eligible costs related to the Project. The amount of any request for funds shall not

exceed the amount needed and shall be supported by appropriate documentation (i.e. payroll documentation, receipts, invoices). The City shall make payment to ICfCI within fourteen (14) calendar days of receipt of a complete and acceptable request by the City. The City reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to "Illinois Center for Citizen Involvement." All monies granted to ICfCI pursuant to this Agreement shall be expended by ICfCI by December 31, 2001.

5. **Compliance with Visitability Standards** Any residence constructed pursuant to this Agreement within the corporate limits of the City of Urbana shall incorporate visitability standards as adopted by the Urbana City Council.
6. **Restrictions on Subsequent Sales of Certain Units** The City and ICfCI agree that, to the extent allowable by law, the warranty deed to any house receiving funds pursuant to this Agreement shall include a provision restricting subsequent sales of said house to a family having income at or below 80 percent of area median family income for a period of ten years from the date of the deed transferring title from ICfCI to the first homeowner. This deed restriction shall not apply to properties repossessed by a financial institution as a result of foreclosure proceedings.
7. **Financial Responsibility** The allocation of funds by the City pursuant to this Agreement shall in no way obligate the City for any financial responsibility incurred by the Project in excess of the funding pledged herein.
8. **Equal Employment** ICfCI agrees that there shall be no discrimination against any person who is employed in carrying out the Project, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Urbana law, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ICfCI further agrees to the following.
 - A. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and HUD.
 - B. It shall furnish the City and HUD with information as they may require for the supervision of such compliance and will otherwise assist the City and HUD in the

discharge of primary responsibility for securing compliance.

- C. It shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City, or HUD.
- D. It shall abide by the Urbana Human Rights Ordinance regarding equal employment.

9. **Certifications** ICfCI represents the following with respect to this Agreement.

- A. ICfCI possesses legal authority to receive HOME Program funds from the City and to execute the Project as described herein.
- B. The governing body of ICfCI has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement including all understandings and assurances contained herein, and directing and designating the authorized representative of ICfCI to act in connection with this Agreement and to provide such additional information as may be required.
- C. ICfCI, its successors and assigns, agrees to develop and operate the Project in accordance with HOME Program regulations promulgated at 24 CFR Part 92 and with applicable building codes.
- D. ICfCI, its successors and assigns, agrees to comply with Section 3 of the Fair Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), which provides that, to the greatest extent feasible, opportunities for training and employment that arise through the Project shall be given to low-income residents of Champaign County and that contracts in connection with the Project be awarded to business concerns located in or owned in substantial part by persons residing in Champaign County. ICfCI agrees to comply with provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of HUD issued thereunder. ICfCI certifies and agrees that it is under no contractual or other disability that would prevent ICfCI from complying with these requirements. The responsibility to comply with Section 3 regulations includes the following.

- Including reference to Section 3 in each subcontract in excess of \$100,000.

- Sending each labor organization or representative of workers with which ICfCI has a collective bargaining agreement or other understanding a notice of the ICfCI commitment under Section 3.
 - Posting copies of the notice in conspicuous places at work sites where both employees and applicants for employment positions can see the notice.
 - Refrain from filling any vacant employment and training positions after the contractor is selected but before the contract is executed to circumvent obligations under Section 3.
 - Refrain from entering into any contract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of Section 3 regulations.
 - Directing efforts to award covered contracts to Section 3 business concerns in order of priority.
 - Directing efforts to employ and train Section 3 residents in the order of priority.
 - Documenting actions taken to comply with Section 3 requirements.
 - Submitting required Section 3 reports.
- E. ICfCI acknowledges it shall match HOME CHDO funds disbursed by the City for downpayment assistance pursuant to this Agreement in the amount of \$33,222.
- F. ICfCI agrees to give maximum feasible priority to very low-income persons when administering the Project described herein.
- G. ICfCI shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of federal funds for the Project. ICfCI agrees to maintain financial records in accordance with applicable Federal guidelines; OMB circulars A-110, A-122, and A-133; the following requirements of 24 CFR Part 84: 84.2, 84.5, 84.13, 84.16, 84.21, 84.22, 84.26 - 84.28, 84.30, 84.31, 84.34 - 84.37, 84.40 - 84.48, 84.51, 84.60 - 84.62, 84.72, and 84.73. ICfCI shall separately and accurately identify use of HOME funds pursuant to this Agreement.
- H. ICfCI shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of

race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ICfCI receives federal financial assistance.

- I. ICfCI shall comply with Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally-assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
- J. ICfCI shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- K. No Federal appropriated funds have been paid or will be paid, by or on behalf of ICfCI, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, ICfCI will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- L. ICfCI shall give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the Project.
 - M. ICfCI authorizes the City and HUD to conduct on-site reviews, examine personnel records, and to conduct any other procedure or practice necessary to assure compliance with this Agreement. ICfCI will ensure that all documents related to this Project shall be kept for a period of five years.
 - N. ICfCI shall at all times observe and comply with all laws, ordinances, or regulations of Federal, State, and local governments which may in any manner affect the performance of this Agreement. ICfCI shall be liable to perform all acts to the City in the same manner as the City performs these functions to the Federal government.
 - O. ICfCI shall be responsible for any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, subcontractors, or agents of ICfCI, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this Project, whether such loss, damage, injury, or liability is contributed to by the negligence of the City or its officers, employees, or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that ICfCI shall have no liability for damages or the costs incident thereto caused by the sole negligence of the City, or its officers, employees, or agents.
 - P. ICfCI shall have full control of the ways and means of performing the services referred to herein. ICfCI acknowledges and agrees that its employees, representatives, subcontractors, and agents may in no respect be considered employees of the City.
 - Q. ICfCI agrees that, to the greatest extent feasible, all construction-related expenditures made for the Project shall be made to Champaign County firms or individuals.
10. **Prohibition Against Lobbying** ICfCI acknowledges that no funds disbursed pursuant to this Agreement shall be used to

finance lobbying activities. Furthermore, ICfCI acknowledges that no ICfCI employee funded in whole or part pursuant to this Agreement shall engage in lobbying activities at any time during the term of this Agreement. For purposes of this Agreement the term "lobbying activities" shall include the following.

- any activity related to the election or appointment of an individual to public office, including, but not limited to, contributions to campaign funds, solicitation in an attempt to influence the outcome of an election for public office, and preparation and dissemination of campaign materials
- sponsorship of candidate forums
- sponsorship of voter registration drives
- provision of transportation to polling places
- contributing financially to elected or appointed public officials in an attempt to influence legislation
- hiring an individual or individuals to represent an organization and/or its position before elected or appointed public officials.

11. **Compliance** ICfCI agrees that if the City determines that ICfCI has not complied with or is not complying with the provisions of this Agreement and so notifies ICfCI by written notice of said violations and ICfCI fails to correct said violations within thirty (30) days from receipt of said notice, the City may terminate this Agreement by written notice and may take any other action as may be permitted pursuant to this Agreement.

12. **Notices** Notices and communications under this Agreement shall be sent first class, prepaid to the respective parties as follows.

TO THE CITY: Michael Loschen, Grants Coordinator
 Grants Management Division
 400 South Vine Street
 Urbana, Illinois 61801

TO THE ILLINOIS
CENTER FOR CITIZEN
INVOLVEMENT: Michael Doyle, Executive Director
 Illinois Center for Citizen Involvement
 44 Main Street, Suite 208
 Champaign, Illinois 61820

13. **Contingencies** This Agreement, including the provision of funds by the Urbana HOME Consortium for the Project as described herein, is contingent upon the following.
 - A. Receipt of FY 1999-2000 HOME Program funds by the City of Urbana on behalf of the Urbana HOME Consortium in an amount not less than \$931,000.
 - B. Receipt of FY 2000-2001 HOME Program funds by the City of Urbana on behalf of the Urbana HOME Consortium in an amount not less than \$984,000.
 - C. Donation to ICfCI by the City of Urbana, Illinois, of six lots for the Project.

14. **Assignment** ICfCI shall not assign this Agreement, nor any part thereof, without prior written approval of the City.

15. **Modification** No modification of this Agreement, including modification of the administrative budget in *Exhibit 1*, shall be effective unless in writing and executed by the parties hereto.

16. **Termination** Unless otherwise extended through a modification, this Agreement shall terminate on December 31, 2001.

17. **Execution of Agreement**. This Agreement shall be binding upon the City and ICfCI, their successors and assigns, and shall be effective as of the date executed by the Mayor and attested by the City Clerk.

CITY OF URBANA

BY: _____

DATE: _____

ATTEST: _____

ILLINOIS CENTER FOR CITIZEN INVOLVEMENT

BY: _____

DATE: _____

ATTEST: _____

*Exhibit 1: Budget for Project Administration - Eads at
Lincoln (FY 2000-2001)*

Exhibit 1

**Budget for Project Administration
Eads at Lincoln (FY2000-2001)**

Salaries

Project Director	\$17,500
Outreach/Marketing Coordinator	\$ 5,600
Support Staff	<u>\$ 3,000</u>
<i>Salaries Total</i>	\$26,100

Fringe

FICA	\$ 1,997
Unemployment	\$ 546
Health Insurance	<u>\$ 2,193</u>
<i>Fringe Total</i>	4,735

Operating Expenses

Rent, Utilities, Phone	\$ 1,800
Printing	\$ 200
Postage	\$ 300
Supplies	\$ 200
Equipment	\$ 600
Audit	\$ 600
Miscellaneous	<u>\$ 500</u>
<i>Operating Total</i>	\$ 4,200

TOTAL COSTS \$ 35,035

URBANA HOME CONSORTIUM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION AGREEMENT
ILLINOIS CENTER FOR CITIZEN INVOLVEMENT

Eads at Lincoln (FY 2000-2001) - Second Amendment

THIS AGREEMENT, made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the "City"), and ILLINOIS CENTER FOR CITIZEN INVOLVEMENT, an Illinois Not-For-Profit Organization (hereinafter "ICfCI").

WITNESSETH:

WHEREAS, the City of Urbana, the City of Champaign, the Village of Rantoul, and Champaign County have been jointly designated as a Participating Jurisdiction by the U.S. Department of Housing and Urban Development (hereinafter "HUD") for purposes of receiving HOME Investment Partnership (hereinafter "HOME") Program funds in the name of the Urbana HOME Consortium under provisions of Title II of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 *et seq.*) (hereinafter the "National Affordable Housing Act"); and

WHEREAS, the Urbana HOME Consortium has received HOME Program funds from HUD for the periods beginning July 1, 1999 and ending June 30, 2000, and from July 1, 2000 through June 30, 2001, to increase affordable housing opportunities for low-income residents of Urbana, Champaign, and unincorporated Champaign County; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 1995-1999 (hereinafter the "Consolidated Plan I") which budgets \$931,000 in Urbana HOME Consortium funds for the period beginning July 1, 1999, and ending June 30, 2000, including \$139,650 set aside for use by Community Housing Development Organizations (hereinafter "CHDOs") in accordance with an Intergovernmental Agreement Concerning Administration of a Champaign/Urbana/Champaign County HOME Investment Partnerships Consortium executed by Mayor Tod Satterthwaite on behalf of the City on June 23, 1997 (hereinafter the "Intergovernmental Agreement I"); and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 2000-2004 (hereinafter the "Consolidated Plan II") which budgets \$984,000 in Urbana HOME Consortium funds for the period beginning July 1, 2000, and ending June 30, 2001, including \$155,735 set aside for use by CHDOs in accordance with an Intergovernmental Agreement Concerning Administration of a Champaign/Urbana/Champaign County HOME Investment Partnerships Consortium executed by Mayor Tod Satterthwaite on behalf of the

City on July 27, 2000 (hereinafter the "Intergovernmental Agreement II"); and

WHEREAS, the Consolidated Plans promote expansion of homeownership opportunities and recommends that the City expand home construction opportunities for low-income households; and

WHEREAS, ICfCI has been designated as a recipient of CHDO funds for the Urbana HOME Consortium for FY1999-2000 and FY2000-2001; and

WHEREAS, ICfCI has fulfilled all HOME Program requirements necessary to be certified as a CHDO; and

WHEREAS, ICfCI has applied to the City for FY1999-2000 and FY2000-2001 Urbana HOME Consortium funds to construct single-family residences in the Urbana Eads at Lincoln Subdivision for sale to low-moderate income households (hereinafter the "Project"); and

WHEREAS, the City has the right and authority, pursuant to both the HOME Program and the Intergovernmental Agreements to allocate Urbana HOME Consortium funds to ICfCI for the Project.

NOW, THEREFORE, the parties hereby agree as follows.

1. **Preamble** The preamble set forth above is hereby incorporated and made part of this Community Housing Development Organization Agreement (hereinafter the "Agreement").
2. **Purpose** The purpose of this Agreement is to pledge FY1999-2000 and FY2000-2001 Urbana HOME Consortium funds, more specifically a portion of the Urbana and CHDO shares of said funds, for downpayment grants to income-eligible households purchasing single-family residences constructed by ICfCI in accordance with this Agreement; to provide ICfCI with administrative funds to coordinate the Project; and provide ICfCI site preparation funds.
5. **Pledge of HOME and Match Funds** The City pledges to ICfCI \$140,939 in Urbana HOME Consortium funds, including HOME and match funds, for the Project as follows:
 - \$10,950 in FY1999-2000 Urbana HOME Consortium CHDO funds (\$10,950 HOME, \$2,738 match to be provided by ICfCI)
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The City of Urbana also pledges the donation of six vacant properties within the Eads at Lincoln Subdivision.

6. **Use of HOME and Match Funds** ICfCI agrees to utilize \$140,939 in HOME and match funds pledged by the City to cause construction of five (5) 6 single-family houses in Urbana's Eads at Lincoln Subdivision for sale to low-moderate income households. ~~Specific uses~~ of said funds are as follows:

- \$70,000 shall be used by ICfCI to provide non-repayable downpayment assistance grants to eligible homebuyers as follows:
 - ~~2 grants in the amount of~~ \$14,000 each to households with income at or below 70 percent of area median family income,
 - ~~4 grants in the amount of~~ \$10,500 each to households with income at or below 80 percent of area median family income,
 - Priority consideration will be given to providing downpayment assistance to low and very low income households
 - Any downpayment funds remaining, after the five (5) single-family houses have been constructed, will be returned to the City of Urbana HOME Program, or this agreement could be further amended, such use for such funds be identified.
- \$35,904 shall be used by ICfCI for site preparation, infrastructure development, and other eligible miscellaneous developer's fees as shown by ICfCI's budget dated January 6, 2000 (as attached),
- \$35,035 shall be used by ICfCI for expenses related to administration of the Project, in accordance with the budget attached hereto as *Exhibit 1*.

The City shall disburse downpayment grants directly to a participating financial institution providing the homebuyer with mortgage financing when the following conditions have been met.

- The City receives written verification from a participating financial institution that first mortgage financing has been committed to the homebuyer.
- The City receives written verification that a certificate of occupancy or equivalent document has been

issued for a completed house by the building code official of the city in which the house has been constructed.

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5. **Compliance with Visitability Standards** Any residence constructed pursuant to this Agreement within the corporate limits of the City of Urbana shall incorporate visitability standards as adopted by the Urbana City Council.
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7. **Financial Responsibility** The allocation of funds by the City pursuant to this Agreement shall in no way obligate the City for any financial responsibility incurred by the Project in excess of the funding pledged herein.
8. **Equal Employment** ICfCI agrees that there shall be no discrimination against any person who is employed in carrying out the Project, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Urbana law, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising;

layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ICfCI further agrees to the following.

- A. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and HUD.
- B. It shall furnish the City and HUD with information as they may require for the supervision of such compliance and will otherwise assist the City and HUD in the discharge of primary responsibility for securing compliance.
- C. It shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City, or HUD.
- D. It shall abide by the Urbana Human Rights Ordinance regarding equal employment.

9. **Certifications** ICfCI represents the following with respect to this Agreement.

- A. ICfCI possesses legal authority to receive HOME Program funds from the City and to execute the Project as described herein.
- B. The governing body of ICfCI has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement including all understandings and assurances contained herein, and directing and designating the authorized representative of ICfCI to act in connection with this Agreement and to provide such additional information as may be required.
- E. ICfCI, its successors and assigns, agrees to develop and operate the Project in accordance with HOME Program regulations promulgated at 24 CFR Part 92 and with applicable building codes.
- F. ICfCI, its successors and assigns, agrees to comply with Section 3 of the Fair Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), which provides that, to the greatest extent feasible, opportunities for training and employment that arise through the Project shall be given to low-income residents of Champaign County and that contracts in connection with the Project be awarded to business concerns located in or owned in substantial part by persons residing in Champaign County. ICfCI agrees to comply with provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable

rules and orders of HUD issued thereunder. ICfCI certifies and agrees that it is under no contractual or other disability that would prevent ICfCI from complying with these requirements. The responsibility to comply with Section 3 regulations includes the following.

- Including reference to Section 3 in each subcontract in excess of \$100,000.
 - Sending each labor organization or representative of workers with which ICfCI has a collective bargaining agreement or other understanding a notice of the ICfCI commitment under Section 3.
 - Posting copies of the notice in conspicuous places at work sites where both employees and applicants for employment positions can see the notice.
 - Refrain from filling any vacant employment and training positions after the contractor is selected but before the contract is executed to circumvent obligations under Section 3.
 - Refrain from entering into any contract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of Section 3 regulations.
 - Directing efforts to award covered contracts to Section 3 business concerns in order of priority.
 - Directing efforts to employ and train Section 3 residents in the order of priority.
 - Documenting actions taken to comply with Section 3 requirements.
 - Submitting required Section 3 reports.
- E. ICfCI acknowledges it shall match HOME CHDO funds disbursed by the City for downpayment assistance pursuant to this Agreement in the amount of \$33,222.
- F. ICfCI agrees to give maximum feasible priority to very low-income persons when administering the Project described herein.
- G. ICfCI shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of federal funds for the Project. ICfCI agrees to maintain financial records in accordance with applicable Federal guidelines; OMB circulars A-110, A-122, and A-133; the following requirements of 24 CFR Part 84: 84.2, 84.5, 84.13, 84.16, 84.21, 84.22, 84.26

- 84.28, 84.30, 84.31, 84.34 - 84.37, 84.40 - 84.48, 84.51, 84.60 - 84.62, 84.72, and 84.73. ICfCI shall separately and accurately identify use of HOME funds pursuant to this Agreement.

- H. ICfCI shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ICfCI receives federal financial assistance.
- I. ICfCI shall comply with Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally-assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
- J. ICfCI shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- K. No Federal appropriated funds have been paid or will be paid, by or on behalf of ICfCI, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid, or will be paid to any person for

influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, ICfCI will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- L. ICfCI shall give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the Project.
- M. ICfCI authorizes the City and HUD to conduct on-site reviews, examine personnel records, and to conduct any other procedure or practice necessary to assure compliance with this Agreement. ICfCI will ensure that all documents related to this Project shall be kept for a period of five years.
- N. ICfCI shall at all times observe and comply with all laws, ordinances, or regulations of Federal, State, and local governments which may in any manner affect the performance of this Agreement. ICfCI shall be liable to perform all acts to the City in the same manner as the City performs these functions to the Federal government.
- O. ICfCI shall be responsible for any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, subcontractors, or agents of ICfCI, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this Project, whether such loss, damage, injury, or liability is contributed to by the negligence of the City or its officers, employees, or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that ICfCI shall have no liability for damages or the costs incident thereto caused by the sole negligence of the City, or its officers, employees, or agents.
- P. ICfCI shall have full control of the ways and means of performing the services referred to herein. ICfCI acknowledges and agrees that its employees,

representatives, subcontractors, and agents may in no respect be considered employees of the City.

Q. ICfCI agrees that, to the greatest extent feasible, all construction-related expenditures made for the Project shall be made to Champaign County firms or individuals.

10. **Prohibition Against Lobbying** ICfCI acknowledges that no funds disbursed pursuant to this Agreement shall be used to finance lobbying activities. Furthermore, ICfCI acknowledges that no ICfCI employee funded in whole or part pursuant to this Agreement shall engage in lobbying activities at any time during the term of this Agreement. For purposes of this Agreement the term "lobbying activities" shall include the following.

- any activity related to the election or appointment of an individual to public office, including, but not limited to, contributions to campaign funds, solicitation in an attempt to influence the outcome of an election for public office, and preparation and dissemination of campaign materials
- sponsorship of candidate forums
- sponsorship of voter registration drives
- provision of transportation to polling places
- contributing financially to elected or appointed public officials in an attempt to influence legislation
- hiring an individual or individuals to represent an organization and/or its position before elected or appointed public officials.

11. **Compliance** ICfCI agrees that if the City determines that ICfCI has not complied with or is not complying with the provisions of this Agreement and so notifies ICfCI by written notice of said violations and ICfCI fails to correct said violations within thirty (30) days from receipt of said notice, the City may terminate this Agreement by written notice and may take any other action as may be permitted pursuant to this Agreement.

12. **Notices** Notices and communications under this Agreement shall be sent first class, prepaid to the respective parties as follows.

TO THE CITY: Michael Loschen, Grants Coordinator
Grants Management Division
400 South Vine Street
Urbana, Illinois 61801

TO THE ILLINOIS
CENTER FOR CITIZEN
INVOLVEMENT:

Michael Doyle, Executive Director
Illinois Center for Citizen Involvement
44 Main Street, Suite 208
Champaign, Illinois 61820

13. **Contingencies** This Agreement, including the provision of funds by the Urbana HOME Consortium for the Project as described herein, is contingent upon the following.

- A. Receipt of FY 1999-2000 HOME Program funds by the City of Urbana on behalf of the Urbana HOME Consortium in an amount not less than \$931,000.
- B. Receipt of FY 2000-2001 HOME Program funds by the City of Urbana on behalf of the Urbana HOME Consortium in an amount not less than \$984,000.

C. Donation to ICfCI by the City of Urbana, Illinois, of six lots for the Project.

- 14. **Assignment** ICfCI shall not assign this Agreement, nor any part thereof, without prior written approval of the City.
- 15. **Modification** No modification of this Agreement, including modification of the administrative budget in *Exhibit 1*, shall be effective unless in writing and executed by the parties hereto.
- 16. **Termination** Unless otherwise extended through a modification, this Agreement shall terminate on June 30, 2002.
- 17. **Execution of Agreement**. This Agreement shall be binding upon the City and ICfCI, their successors and assigns, and shall be effective as of the date executed by the Mayor and attested by the City Clerk.

CITY OF URBANA

BY: _____

DATE: _____

ATTEST: _____

ILLINOIS CENTER FOR CITIZEN INVOLVEMENT

BY: _____

DATE: _____

ATTEST: _____

Exhibit 1

**Budget for Project Administration
Eads at Lincoln (FY2000-2001)**

Salaries

Project Director	\$ 17,500
Outreach/Marketing Coordinator	\$ 5,600
Support Staff	<u>\$ 3,000</u>
<i>Salaries Total</i>	\$ 26,100

Fringe

FICA	\$ 1,997
Unemployment	\$ 546
Health Insurance	<u>\$ 2,193</u>
<i>Fringe Total</i>	4,735

Operating Expenses

Rent, Utilities, Phone	\$ 1,800
Printing	\$ 200
Postage	\$ 300
Supplies	\$ 200
Equipment	\$ 600
Audit	\$ 600
Miscellaneous	<u>\$ 500</u>
<i>Operating Total</i>	\$ 4,200

TOTAL COSTS	\$ 35,035
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ORDINANCE NO. 2001-08-091

AN ORDINANCE AMENDING AN URBANA HOME CONSORTIUM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION AGREEMENT

(ILLINOIS CENTER FOR CITIZEN INVOLVEMENT-EADS AT LINCOLN FY2000-
2001)

WHEREAS, the City of Urbana, the City of Champaign, the Village of Rantoul, and Champaign County have been jointly designated as a Participating Jurisdiction by the U.S. Department of Housing and Urban Development (hereinafter "HUD") for the purpose of receiving HOME Investment Partnership (hereinafter "HOME") Program funds in the name of the Urbana HOME Consortium; and

WHEREAS, the Urbana HOME Consortium has received HOME Program funds from HUD for the period beginning July 1, 1999, and ending June 30, 2000; and

WHEREAS, the Urbana HOME Consortium has received HOME Program funds from HUD for the period beginning July 1, 2000 and ending June 30, 2001; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 1995-1999 (hereinafter the "Consolidated Plan 1995-1999") which budgets \$931,000 in Urbana HOME Consortium funds for the period beginning July 1, 1999, and ending June 30, 2000, including \$139,650 set aside for use by Community Housing Development Organizations (hereinafter "CHDOs") in accordance with an Intergovernmental Agreement Concerning Administration of a Champaign/Urbana/Champaign County HOME Investment Partnerships Consortium executed by the City on June 23, 1997 (hereinafter the

"Intergovernmental Agreement-1997; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 2000-2004 (hereinafter the "Consolidated Plan 2000-2004") which budgets \$984,000 in Urbana HOME Consortium funds for the period beginning July 1, 2000, and ending June 30, 2001, including \$155,735 set aside for use by CHDOs in accordance with an Intergovernmental Agreement Concerning Administration of a Champaign/Urbana/Rantoul/Champaign County HOME Investment Partnerships Consortium executed by the City on July 7, 1999 (hereinafter the "Intergovernmental Agreement-1999; and

WHEREAS, both Consolidated Plans promote expansion of homeownership opportunities and recommends that the City expand home construction opportunities for low-income households; and

WHEREAS, the Illinois Center for Citizen Involvement (hereinafter "ICfCI") has been designated as a recipient of CHDO funds for the Urbana HOME Consortium for FY1999-2000 and FY2000-2001; and

WHEREAS, ICfCI has fulfilled all HOME Program requirements necessary to be certified as a CHDO; and

WHEREAS, ICfCI has applied to the City for FY1999-2000 and FY2000-2001 Urbana HOME Consortium funds to construct six single-family residences within the Eads at Lincoln Subdivision in Urbana, Illinois, for sale to low-moderate income households (hereinafter the "Project"); and

WHEREAS, the City has the right and authority, pursuant to both the HOME Program, the Intergovernmental Agreement-1997, and the Intergovernmental Agreement-1999 to allocate Urbana HOME

Consortium funds to ICfCI for the Project; and

WHEREAS, the City Council passed, and the Mayor executed Ordinance 2000-12-142 on December 27, 2000, allowing the City to enter into an Urbana HOME Consortium Community Housing Development Organization Agreement with the Illinois Center for Citizen Involvement for the build-out of the Eads at Lincoln Subdivision.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the City of Urbana, acting as lead entity for the Urbana HOME Consortium approves an amended *Urbana HOME Consortium Community Housing Development Organization Agreement, Illinois Center for Citizen Involvement (Eads at Lincoln FY2000-2001)*, a copy of which is attached hereto and incorporated herein by reference, and authorizes the Mayor of the City of Urbana to execute the same on behalf of the City of Urbana.

Section 2. This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, a majority of the members of the City Council of the City of Urbana, Illinois, at a regular meeting of said Council on the _ day of _____, 2001.

PASSED by the City Council this _____ day of _____, 2001.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of

_____, 2001.

Tod Satterthwaite, Mayor