



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Elizabeth H. Tyler, FAICP, Director, Community Development Services

FROM: Kelly H. Mierkowski, Manager, Grants Management Division *KHM*

DATE: September 21, 2012

SUBJECT: **A City of Urbana Community Development Block Grant Residential Rehabilitation and Preservation (by a Non-Profit) Agreement for FY 2012-2013: Community Elements**

Description

Included on the agenda of the September 25, 2012 Urbana Community Development Commission meeting is an agreement for a project to be undertaken by a not-for-profit agency and organization using Community Development Block Grant (CDBG) funds during the fiscal year beginning July 1, 2012 and ending June 30, 2013. The proposed agreement is for a Residential Rehabilitation and Preservation (by a Non-Profit) project to be completed by Community Elements. This was originally included in the City of Urbana and Urbana HOME Consortium Annual Action Plan for Fiscal Year (FY) 2012-2013 as a Public Facility project.

The reason for the change is that during the Dept. of Housing and Urban Development (HUD) monitoring of the CDBG program, HUD stated that this project would be better suited as a residential rehabilitation and preservation (by a non-profit) project, instead of a public facility project, per HUD regulations.

Issues

The issue is whether the Community Development Commission should forward the Resolution approving the agreement to the Urbana City Council with a recommendation for approval.

Background

On April 16, 2012, the Urbana City Council passed Ordinance No. 2012-04-038 approving the City of Urbana and Urbana HOME Consortium Annual Action Plan (AAP) for FY 2012-2013. The approving ordinance defined the actions necessary for the implementation of the CDBG Program. The proposed agreement is for a project that received an allocation of CDBG funds in the AAP, as follows:

(1) Community Elements: Install upgrades in the bathroom of each unit (vanities and medicine cabinets), vinyl flooring in bathroom/kitchen/entryway of each apartment, and exterior painting of the siding at the Elm Street Supported Apartment Program, an 8-unit affordable housing complex for persons with disabilities, located in Urbana.
(Total funds allocated: **\$15,665**).

Funding for the Community Elements activity was originally allocated as a Public Facility project, but will now be re-allocated under a new program entitled Residential Rehab and Preservation (by a Non-Profit.) The amendment proposes to re-allocate the original amount of FY 2012-2013 City of Urbana CDBG funds (\$15,665) from the Public Facility Program to the proposed Residential Rehab & Preservation (by a Non-Profit) Program, as this activity is better suited under the new program, per HUD and HUD regulations.

Options

1. Forward the Resolution approving the agreement with Community Elements to the Urbana City Council with a recommendation for approval.
2. Forward the Resolution approving the agreement, with suggested changes, to the Urbana City Council with a recommendation for approval.
3. Do not recommend Council to approve of the Resolution.

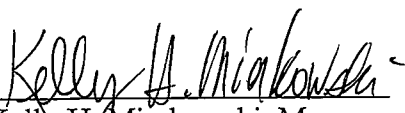
Fiscal Impacts

There is no impact to the City budget because CDBG funding for this project was included in the City of Urbana and Urbana HOME Consortium FY 2012-2013 Annual Action Plan. The City's major investments in the CDBG Program for FY 2012-2013 are identified in the Annual Action Plan. Forwarding the agreement to City Council within a reasonable period of time will allow for the timely expenditure of CDBG funds as required by HUD.

Recommendations

Staff recommends that the Community Development Commission forward the Resolution approving the agreement to the Urbana City Council with a recommendation for approval.

Memorandum Prepared By:


Kelly H. Mierkowski, Manager
Grants Management Division

Attachments:

1. A RESOLUTION APPROVING A CITY OF URBANA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT (Community Elements, Project No. 1213-AAP-01)
2. City of Urbana Community Development Block Grant Program Agreement (Community Elements, Project No. 1213-AAP-01)

RESOLUTION NO. _____

A RESOLUTION APPROVING A CITY OF URBANA
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

(Community Elements
Project No. 1213-AAP-01)

WHEREAS, On April 16, 2012, the Urbana City Council passed Ordinance No. 2012-04-038 approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2012-2013 authorizing certain activities under the Public Facility & Improvements Activity Program.

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

Section 1. That an Agreement providing Fifteen Thousand Six Hundred Sixty-Five and 00/100 dollars (\$15,665.00) in Community Development Block Grant funds to Community Elements for the installation of bathroom upgrades (medicine cabinets and vanities) and vinyl flooring in the bathroom/kitchen/entryway of each apartment, and exterior painting of the siding at the Elm Street Supported Apartments, in substantially the form of the copy of said Agreement, attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____,
_____.

Laurel Lunt Prussing, Mayor

**CITY OF URBANA
COMMUNITY DEVELOPMENT BLOCK GRANT**

AGREEMENT

SUBRECIPIENT NAME: Community Elements, Inc.
PROJECT NO. 1213-AAP-01
PROJECT ADDRESS 405 East Elm Street, Urbana, Illinois 61802
CFDA No. 14.218

THIS SUBRECIPIENT AGREEMENT, made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation (hereinafter the "City"), and Community Elements, Inc., an Illinois Not-For-Profit Organization (hereinafter the "Subgrantee").

WITNESSETH

WHEREAS, the City has been designated as an entitlement community by the U. S. Department of Housing and Urban Development (hereinafter "HUD") under provisions of the Housing and Community Development Act of 1974, as amended, and, as an entitlement community, the City will receive an entitlement of Community Development Block Grant (hereinafter "CDBG") funds for the period beginning July 1, 2012 and ending June 30, 2013, pursuant to the CDBG Program; and,

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the year beginning July 1, 2012 and ending June 30, 2013 which allocates a CDBG budget and authorizes establishment of public service/public facilities & improvement activities to be sponsored by non-profit agencies in the area; and,

WHEREAS, the City has the right and authority under said CDBG Program to allocate a portion of its funds to the Subgrantee for purposes of administering such activities; and,

WHEREAS, the City, as a condition of its assistance to the Subgrantee, requires the Subgrantee to file with the City certain attachments which are hereby incorporated and made part hereof.

NOW, THEREFORE, the parties hereby agree as follows:

1. The preamble set forth above is hereby incorporated and made part of the Subgrantee Agreement.
2. The purpose of this Subrecipient Agreement is to pledge FY1213 CDBG program funds to: Install bathroom upgrades (medicine cabinets and vanities), vinyl flooring in the bathroom/kitchen/entryway of each apartment, and exterior painting of the siding at the Elm Street Supported Apartments, as described in Attachment D of this Subrecipient Agreement.
3. The City agrees to grant to the Subgrantee the sum of **Fifteen Thousand Six Hundred Sixty-Five and 00/100 Dollars (\$15,665.00)**, and the Subgrantee agrees to abide by the CDBG Program and to use said funds for the purpose of carrying out Subgrantee Project No. 1213-AAP-01 (hereinafter the "Project").

4. The Subgrantee understands and agrees that a request for disbursement of CDBG funds pursuant to this Subrecipient Agreement shall not be made until such funds are needed to pay eligible costs related to the Project. Subgrantee understands and agrees that funding in the full amount of this Subrecipient Agreement is contingent upon the City receiving said CDBG funds, and should the entitlement funds be discontinued or reduced for any reason, Subgrantee understands and agrees that funding under this Subrecipient Agreement could cease or be reduced without advance notice.
5. The City and the Subgrantee agree that no modification to this Subrecipient Agreement shall be effective unless in writing and executed by both the City and the Subgrantee.
6. The Subgrantee agrees and authorizes the City and HUD to conduct on-site reviews, examine personnel records and to conduct any other procedures and practices to assure compliance with this Subrecipient Agreement. The Subgrantee shall execute and abide by the terms of Attachment A, Equal Employment Opportunity Certification, and with all City of Urbana Affirmative Action requirements.
7. The Subgrantee shall complete and adhere to Attachment B, Assurances, of this Subrecipient Agreement and shall submit said Attachment B to the City as a condition of final execution of this Subrecipient Agreement.
8. The Subgrantee shall complete and adhere to Attachment C, Statement of Special Conditions, and submit said Attachment C to the City as a condition of final execution of this Agreement.
9. The Subgrantee shall at all times observe and comply with all laws, ordinances, or regulations of the federal, state, county, and local governments which may in any manner effect the performance of the Subgrantee with respect to the Subrecipient Agreement.
10. The Subgrantee represents to the City that the Project shall begin on July 1, 2012 and shall terminate on June 30, 2013, unless otherwise extended in a written modification to this contract executed by the City and Subgrantee.
11. The Subgrantee shall not assign this Subrecipient Agreement nor any part thereof and the Subgrantee shall not transfer nor assign any funds or claims due hereunder without the prior written approval of the City. Any transfer or assignment of funds pursuant to the Subrecipient Agreement, either in whole or in part, or any interest therein, without prior written consent of the City shall be of no force or effect.
12. The allocation of these funds shall in no way obligate the City for any financial responsibility incurred by the project in excess of the stipulated allocation. The allocation of these funds shall in no way obligate the City to bear responsibilities for the maintenance of any project under the provision of the Housing and Community Development Act of 1974, as amended.
13. This Agreement neither obligates nor precludes the City from further accepting or distributing funds entitled to the City nor restricts nor limits the powers of the City to use such funds pursuant to the provisions of the Housing and Community Development Act of 1974, as amended.
14. This Agreement neither obligates nor precludes the Subgrantee from further accepting funds or assistance pursuant to the Housing and Community Development Act of 1974, as amended.

15. The Subgrantee agrees to protect, indemnify, hold and save harmless, and defend the City against 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 or officers or independent contractors or subcontractors or agents of the Subgrantee, 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 Subgrantee 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.
16. It is mutually understood and agreed that the Subgrantee shall have full control of the ways and means of performing the services referred to herein, subject to guidelines established in Attachment C, and that the Subgrantee or its employees, representatives, subcontractors, or agents are in no sense employees of the City.
17. However, Subgrantee agrees that in the procurement of supplies, equipment, construction, and services, the following conflict of interest provisions shall apply.
 - A. No persons who exercise or have exercised any functions or responsibilities with respect to activities assisted under this Agreement, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter.
 - B. This conflict of interest provision of shall apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subgrantee or the City.
 - C. Upon written request, exceptions to the conflict of interest provisions may be granted jointly by the City and HUD on a case-by-case basis but only after the Subgrantee has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted.
18. Upon execution of this Subrecipient Agreement, including the required submission of all required attachments, the City and the Subgrantee shall adhere to the following:
 - A. The City and Subgrantee shall adhere to all special conditions described in Attachments A, B, and C of this Subrecipient Agreement;
 - B. To the greatest extent feasible all expenditures made under this project shall be made to Champaign County firms and individuals;
 - C. Financial records and payments shall comply with all federal regulations;
 - D. The Subgrantee agrees to allow any and all audits of its records as may be required and to permit inspection of program records by representatives of the Urbana Grants Management Division and HUD.

- E. The Subgrantee agrees to retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement.
- F. The Subgrantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Subgrantee agrees that client information collected pursuant to this Subrecipient Agreement is confidential, and the use or disclosure of such information, when not directly connected with the administration of the Project, is prohibited unless prior written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian.

- 19. The City may suspend or terminate this Subrecipient Agreement, in whole or in part, if Subgrantee materially fails to comply with any term of the Subrecipient Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subgrantee ineligible for any further participation in the CDBG program, in addition to other remedies as provided by law.

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

- 20. Subgrantee shall submit regular Progress Reports to the City in the form, content, and frequency as required by the City. Requirements for said Progress Reports are specified in Attachment C hereto and made a part hereof.
- 21. Notices and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE CITY:

Kelly H. Mierkowski, Manager
Grants Management Division
Dept. of Community Development Services
City of Urbana
400 South Vine Street
Urbana, Illinois 61801

TO THE SUBGRANTEE:

Sheila Ferguson, Chief Executive Officer
Community Elements
1801 Fox Drive
Champaign, Illinois 61820

- 22. This Agreement shall be effective as of the date executed by the City.

CITY

BY: _____

DATE: _____

ATTEST: _____

DATE: _____

SUBGRANTEE

BY: _____

DATE: _____

ATTEST: _____

DATE: _____

**ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The undersigned understands and agrees that it is a Subgrantee of the Urbana CDBG Program and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the City and HUD, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, 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.

The Subgrantee further agrees to the following:

- (1) It will 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;
- (2) It will furnish the City and HUD such 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;
- (3) It will 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;
- (4) It shall abide by the Urbana Human Rights Ordinance regarding equal employment.
- (5) In the event that it fails or refuses to comply with the undertaking, the City or HUD may cancel, terminate or suspend in whole or in part any contractual agreements the City or HUD may have with the Subgrantee; may refrain from extending any further assistance to the Subgrantee under any program until satisfactory assurance of future compliance has been received from such Subgrantee; or may refer the case to HUD for appropriate legal proceedings.

Name (Please Print): _____

Signature: _____

Title: _____

Date: _____

**ATTACHMENT B
ASSURANCES**

The Subgrantee hereby assures and certifies with respect to the grant that:

1. It possesses legal authority to receive CDBG Program funds from the City and to execute the proposed program.
2. Its governing body 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 the Subgrantee to act in connection with the Agreement and to provide such additional information as may be required.
3. The City of Urbana's CDBG Program has been developed so as to give maximum feasible priority to activities which will benefit very low-income families. As a subrecipient of CDBG Program funds, Subgrantee agrees to give maximum feasible priority to very low-income families when administering the Subgrantee program described herein.
4. It will comply with the regulations, policies, guidelines, and requirements of OMB Circular A-122 as they relate to the acceptance and use of Federal funds for this federally-assisted program.
5. It will comply with all requirements imposed by HUD concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-110.
6. It will comply with all regulations, policies, guidelines, and requirements of OMB Circular A-133 as they relate to audits of non-profit organizations. Audits shall be conducted annually.
7. It will comply with
 - A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provide that no person in the United States shall on the grounds 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 the Subgrantee received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.
 - B. Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.601), which provide that no person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Title I funds.
 - C. 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.

- D. Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given lower-income residents of Champaign County and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in Champaign County.
- E. Labor Standards. The requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, Sections 103 & 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subgrantee agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subgrantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.
- F. Guidelines for Energy Management/Energy Star. Guidelines have been established regarding energy management using Energy Star and are recommended by both the Dept. Housing & Urban Development and the Illinois Department of Commerce and Economic Opportunity and subgrantees are encouraged to follow these guidelines.
- G. Copyrights. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- H. Patent Rights. Agencies shall use standard patent rights clause specified in "rights to Inventions made by Non-Profit Organizations and Small Business Firms" (37 CFR Part 401), when providing support for research and development.
- I. Clean Air/Clean Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
- a. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
 - b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
 - c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

- J. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. The Subgrantee shall establish procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension common. The Subgrantee shall verify and document that none of its contractors or subcontractors are debarred, suspended, or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List".) The Subgrantee may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website (www.epls.gov) or any other approved method.
8. It will 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.
9. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subgrantee, 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 federally 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, Subgrantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
10. It will 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 grant.

These assurances are signed with regard to Subgrantee Project No. 1213-AAP-01 of the Urbana CDBG Program.

Subgrantee: Chief Executive Officer/Executive Director

Attest

Date

**ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS**

Subgrantee understands and agrees that it is a subrecipient of Urbana CDBG Program and is eligible to receive funds for Subgrantee Project No. 1213-AAP-01 pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself, and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this project, have been set forth and must also be complied with in order for Subgrantee to receive CDBG Program Assistance for Subgrantee Project No. 1213-AAP-01.

1. This Agreement is contingent upon Subgrantee operating the Scope of Service herein outlined during the period July 1, 2012- June 30, 2013.

SCOPE OF SERVICE

As stated in the Application submitted by the Subrecipient, which is incorporated herein as part of this Subrecipient Agreement and attached as Attachment D: Subrecipient Application.

2. Subgrantee shall be responsible for administering the program herein described, utilizing funds from the CDBG Program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program shall include the following activities eligible under the CDBG Program.

6. Program Delivery: The Subgrantee shall create a suitable living environment which includes increasing access to quality public and private facilities and services. Installation of bathroom upgrades (medicine cabinets and vanities), vinyl flooring in the bathroom/kitchen/entryway of each apartment, and exterior painting of the siding at the Elm Street Supported Apartments, thus providing those living there a better quality of life.
 - A. General Administration: The Subgrantee shall provide all necessary staffing, materials, meeting sites, and anything else necessary to facilitate the services/project described above. Subgrantee shall maintain records related to the number of persons served under this grant along with documentation of income eligibility, as well as appropriate financial documentation of the expenses of the program and how funds received under this Agreement are disbursed.

3. Subgrantee certifies that activities carried out with funds provided under this Agreement shall meet one of the CDBG Program's National Objectives which is to benefit low-income persons as defined in 24 CFR Part 570.208. Therefore Subgrantee understands and agrees that activities funded under this Agreement shall benefit families/individuals within the following income guidelines. Income limits are subject to periodic revision by HUD.

| <u>Family Size</u> | <u>Income Not To Exceed</u> | | <u>Family Size</u> | <u>Income Not To Exceed</u> |
|--------------------|-----------------------------|---|--------------------|-----------------------------|
| 1 | <u>\$38,100</u> | | 5 | <u>\$58,800</u> |
| 2 | <u>\$43,550</u> | | 6 | <u>\$63,150</u> |
| 3 | <u>\$49,000</u> | | 7 | <u>\$67,500</u> |
| 4 | <u>\$54,400</u> | 8 | | <u>\$71,850</u> |

4. In addition to the normal administrative services required as part of this Agreement, Subgrantee agrees to provide the following levels of program service:
 - A. Total Number of Persons To Be Served: 8
 - B. Subgrantee shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.
5. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **\$15,665.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subgrantee as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subgrantee within 21 calendar days of receipt of an acceptable billing from Subgrantee. Acceptable billing shall include such documentation as outlined herein.
6. LINE ITEMS AND DOCUMENTATION NEEDED:
K09 - 1 - 6300 - _____
 - A. **The initial request for reimbursement submitted by the Subgrantee to the City shall include the following supporting documentation: cancelled checks, and paid receipts or copies of invoices.**
 - B. **FOR Public Service Grants: With each subsequent request for reimbursement, Subgrantee shall submit copies of Certification of Income forms signed by the parents/guardians of the youth served (or other such documentation as agreed upon between the City and the Subgrantee). Ethnic information for each person served shall also be submitted.**
 - C. **FOR Residential Rehabilitation by a Non-Profit Grants: The Subgrantee shall submit a copy of the Contractor's Statement and Certified Payrolls as required to comply with Davis Bacon regulations; an Architects Inspection report that indicates percentage of project completion and other supporting documents as required by the City.**
7. Subgrantee agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for periods ending December 31st and June 30th. all program income generated by activities carried out with CDBG funds made available under this Agreement. Subgrantee may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Agreement expires, or received after the Agreement's expiration, shall be returned to the City.
8. Subgrantee agrees to submit quarterly Progress Reports to the City in an agreed upon format. Progress Reports shall be due October 31st, January 31st, April 30th, and no later than July 31st. Final billing requests shall not be processed for payment until a final Progress Report is submitted.

9. Subgrantee agrees to maintain financial records in accordance with the applicable Federal OMB Circulars A-110 and A-122 and to separately and accurately identify use of CDBG Program funds pursuant to this Agreement.
10. Records maintained by Subgrantee pursuant to this Agreement shall be available for inspection upon request by the City and HUD.

Name of Subgrantee: _____

Address: _____

Signed by: _____

Title: _____

Date: _____

Agreement # 1213-AAP-01

**ATTACHMENT D
SUBRECIPIENT APPLICATION**

A. ORGANIZATION INFORMATION

Project Title: Elm Street Supported Apartment Program

Address/Service Area: 405 E. Elm Street Urbana, IL 61801

Amount Requested* (minus 25% match): \$15,665

Applicant Organization: Community Elements, Inc

Address: 1801 Fox Drive

City/State/Zip: Champaign, Illinois 61820

Applicant's Fiscal Year: July - June

Person Responsible for Preparation of Application

Name Lisa Benson

Title Director of Residential Services

Address 1801 Fox Drive

City/State/Zip Champaign, Illinois 61820

Phone Number 217-693-4627

Fax 217-398-8568

E-mail lbenson@communityelements.org**Person Responsible for Proposed Activity (if different than person above)**

Name Larry Hoyt

Title Maintenance Supervisor

Address 202 W. Park Street

City/State/Zip Champaign, Illinois 61820

Phone Number 217-373-2430

Fax

E-Mail lhoyt@communityelements.org**Person Responsible for Financial Information (if different than person above)**

Name Wanda Burnett

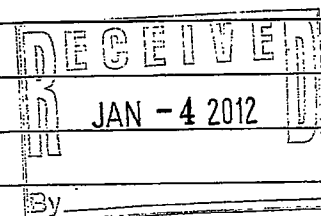
Title Chief Financial Officer

Address 1801 Fox Drive

City/State/Zip Champaign, Illinois 61820

Phone Number 217-693-4600

Fax 217-382-1421

E-Mail wburnett@communityelements.org

City of Urbana CDBG Public Facilities Applications

*Amount requested should be same amount as listed on Page 9)

B. ACTIVITY TO BE FUNDED:

B1. Fully describe the activity for which you are requesting funds:

The Elm Street Supported Apartment Program, an 8 unit transitional apartment program, is in need of:

1. 8 new bathroom vanities and medicine cabinets,
2. Vinyl flooring in the bathroom, kitchen, and entry way of each apartment, and
3. Complete exterior painting of the building's siding.

The building is owned and operated by Community Elements. The bathroom vanities, medicine cabinets, and vinyl flooring have not been replaced or upgraded since the apartment building was built 25 years ago. These items show significant wear and deterioration. The siding of the building is faded and needs to be painted for appearance and preservation.

Funds will be used to replace the vanities and medicine cabinets, flooring in the bathroom, kitchen, and entryway of each of the 8 apartment units, and to paint the metal siding of the building exterior.

B2. Why are CDBG funds needed for this activity?

Community Elements strives to assist individuals with mental health disabilities access affordable and supportive housing. The fees to reside at the Elm Street Supported Apartment Program are based on the individual's income. The primary source of income for the individuals is Supplemental Security Income (SSI), approximately \$674/month. This fee structure does not provide adequate means to cover the replacement costs in this affordable and supportive housing program.

B3. Describe how the overall project budget is cost effective and reasonable, as required by the Federal Office of Management and Budget (OMB) and HUD, for the anticipated result:

The materials proposed for the project are quality materials, chosen for their functionality, durability, and reasonable cost. Painting of the metal siding instead of replacement of siding has been proposed as a cost effective alternative to re-siding the facility.

Contracted service providers will be determined through a competitive bid process and the contractor submitting the lowest bid that meets the specifications of the project will be awarded the contract to for this project

B4. Please describe the effect on the proposed project if the City of Urbana grant is not awarded.

If CDBG funds are not awarded, the project will not be completed as scheduled. The project may be cut into smaller pieces or put on hold until sufficient funds are identified or secured through other funding and match opportunities.

B5. Estimate the number of **total** persons or households that will benefit from implementation of this project:

8 Persons OR _____ Households

B6. Percentage of persons or households served who will be or are City of Urbana residents: 100 %.

B7. Indicate other significant characteristics of the population to be served (i.e., elderly, disabled, homeless):
All clients provided services in the Elm Street Supported Apartments Program have a mental health disability. Additionally, based on the client's income, they would be at risk for homelessness without the subsidized rent program. By Housing and Urban Development (HUD) definition, the clients are deemed homeless as they are residing in transitional housing for mentally ill persons.

C. NATIONAL OBJECTIVE COMPLIANCE

C1. In order to ensure that the program meets the intent of the Federal Housing and Community Development Act of 1974, as amended and re-authorized by the National Affordable Housing Act of 1990, Congress has required that entitlement programs meet at least (1) one of three national objectives, of which the City has decided to focus its activities on - those that principally **benefit extremely low- and low-income persons**. Please note that the following information is subject to change by HUD.

C2. Using the table below, please answer the following questions:

(a) Estimate the number of persons or households (please check one) served who will be extremely low, low, & moderate income:

8 Extremely low (<30% MFI) _____ Low (31-50%) _____ Moderate (51-80%)

| FAMILY SIZE | EXTREMELY LOW INCOME (30% MFI) | LOW INCOME (50% MFI) | MODERATE INCOME (80% MFI) |
|-------------|--------------------------------|----------------------|---------------------------|
| 1 | \$14,150 | \$23,500 | \$37,600 |
| 2 | \$16,150 | \$26,850 | \$43,000 |
| 3 | \$18,150 | \$30,200 | \$48,350 |
| 4 | \$20,150 | \$33,500 | \$53,700 |
| 5 | \$21,800 | \$36,250 | \$58,000 |
| 6 | \$23,400 | \$38,950 | \$62,300 |
| 7 | \$25,000 | \$41,650 | \$66,600 |
| 8 | \$26,600 | \$44,300 | \$70,900 |

(b) Explain fully how you will document that you are providing services to persons/households who are extremely low-, low-, & moderate-income:

All clients provided services at Community Elements complete a fee agreement at least annually. The fee agreement documents the number of persons in a household and also the income for household members. A fee agreement is maintained in each client's file.

D2. Which local funding priority does this project meet, as identified in the Five-Year Strategic Plan of the City of Urbana Consolidated Plan for Program Years 2010-2014? (See Page 2 for local funding priorities.)

- To provide decent housing
- To provide suitable living environment which includes increasing access to quality public and private facilities and services
- _____

D3. Explain how the proposed project addresses the local funding priority listed above:
By providing consumers decent, safe, and affordable housing, this project meets the 2012-2013 Program Year CDBG funding priority to provide decent housing compliant with the National Objective as all beneficiaries of the project are (ELI) persons. The replacement of bathroom vanities, medicine cabinets, and vinyl flooring will enhance the safety and functionality of the apartments. Exterior painting will restore the aesthetics of the building and help with preservation, making it a more pleasing place for residents to call home.

D. PERFORMANCE MEASUREMENT

D1. Federal regulations require all CDBG grantees to report annually on specific outcome indicators as mandated by the U.S. Department of Housing and Urban Development (HUD). HUD has developed a Community Planning and Development (CPD) Performance Measurement System to measure the impact of their federally funded programs. The three program performance **outcome** categories listed below are to show results achieved through your project activities, not the activities themselves. **Please check only one box on this page that best applies.**

Outcome 1 - Availability/Accessibility:

This outcome applies to proposals that make services, infrastructure, housing, shelter or jobs available or accessible to low- and moderate-income people, including persons with disabilities.

Objective:

- Enhances the Living Environment through New/Improved Accessibility
- Creates Decent Housing with New/Improved Availability
- Promotes Economic Opportunity through New/Improved Accessibility

Outcome 2 – Affordability:

This outcome applies to proposals which provide affordability in a variety of ways in the lives of low- and moderate-income people.

Objective:

- Enhances the Living Environment through New/Improved Affordability
- Creates Decent Housing with New/Improved Affordability
- Promotes Economic Opportunity through New/Improved Affordability

Outcome 3 - Sustainability/Promoting Livable or Viable Communities:

This outcome applies to proposals that are aimed at improving a community or neighborhood by helping to make it more livable or viable by providing a benefit to principally low-and moderate-income people or by removing or eliminating slums or blighted areas.

Objective:

- Enhances the Living Environment through New/Improved Sustainability
- Creates Decent Housing with New/Improved Sustainability
- Promotes Economic Opportunity through New/Improved Sustainability

E. TIMELINESS / PROJECT READINESS

E1. Discuss the timeline for the project including dates for start and completion, and other significant stages such as hiring staff or securing a site, as applicable to your project. Indicate if this project is ongoing in nature.

- June 2012: Notification from the City of Urbana regarding funding allocation
- July 2012: Prepare project bid packet
Submit project bid packet to the City of Urbana for review and approval
Advertise bid in local newspaper
- August 2012: Obtain bids
Review bids, select bidder, and seek approval from the City of Urbana of selected bidder
Award contracts
Provide the City of Urbana a copy of the completed executed contract document prior to beginning of work
- No later than Oct 31st, 2012: Pre- Construction Conference
Completion of project

F. LEVERAGE / MATCH

F1. The applicant leveraging/match may be provided in the form of materials and/or labor, cash and/or other non-federal funding and must offer a minimum of 25% of the estimated project cost. The minimum percent of leveraging which is pledged for the project must be maintained, regardless of the amount of CDBG/HOME funds awarded.

| | | |
|---------------------------------------|-----------------------|----------------|
| F2. Source of applicant's leveraging: | Agency cash match | \$ 4,200 |
| | Agency provided labor | \$ 1,295 |
| | | \$ |
| | | TOTAL \$ 5,495 |

F3. Calculate leveraging ratio as leverage offered divided by total project cost.

a. $\frac{\$5,495}{\text{(Leverage Offered)}}$ Divided by $\frac{\$21,160}{\text{(Total Project Cost)}}$ Equals $\frac{26}{\text{(Minimum of 25\%)}}$ % Match.

b. $\frac{\$21,160}{\text{(Total Project Cost)}}$ Minus $\frac{\$5,495}{\text{(Match amount)}}$ Equals $\frac{\$15,665}{\text{(Amount Requested)*}}$

- Notes: 1. CDBG funds, including previously awarded CDBG monies cannot be counted as leverage.
2. Applicant's leverage funds must be spent prior to drawing on CDBG funds,
3. Documentation is to be submitted with request for reimbursement.
4. * Amount requested should be same amount as listed on Page 5.

G. PAST LEVERAGING / MATCH PERFORMANCE

G1. All applicants are required to state the amount of funds or in-kind contributions provided by the applicant toward implementation of the last CDBG project funded and/or completed under the City of Urbana's program. Explain at the bottom of this page how your funds were expended (i.e. staff administration, engineering, construction, etc.)

G2. Provide your agency budget for the last project that received funding through the City of Urbana CDBG Public Facilities grant program:

| | | | |
|----------------------|----|-----------------|----------------------|
| Your funds: | \$ | _____ | |
| Total of Other funds | \$ | <u>3,011</u> | (list sources below) |
| CDBG funds | \$ | <u>9,033</u> | |
| Total | | <u>\$12,044</u> | |

G3. List Sources: Illinois Department of Commerce and Economic Opportunity grant funds

G4. What year did your agency last receive funds? FY 2010-2011

H. ASSURANCES AUTHORIZATION, AND SIGNATURE SHEET

H1. ASSURANCES

As the Applicant, the undersigned assures the commitment to compliance with the following Regulations, as required by the Dept. of Housing and Urban Development (HUD):

- A. NATIONAL ENVIRONMENTAL POLICY ACT COMPLIANCE: Where necessary, in order to comply with the National Environmental Policy Act (NEPA) directives, applicants shall provide complete and accurate information about environmental issues relating to their proposed activity or project. Such information must be analyzed and demonstrate a thorough investigation of possible or actual implications as a result of the proposed project. Those agencies involved in housing production, rehabilitation and/or development shall document their files demonstrating compliance with NEPA and other environmental laws. Such files shall be complete and in accord with environmental regulations.
- B. LEAD-BASED PAINT / ASBESTOS: HUD requires proper removal and disposal of lead-based paint as a part of CDBG-assisted renovation/rehabilitation of public facilities built prior to 1978, as well as the proper removal and disposal of certain materials, including asbestos. If the proposed project is seeking CDBG Public Facilities funds from the City of Urbana for renovation of an existing building or other public facility - please provide photographs, aerial photographs, design specifications, plans/blueprints, elevation drawings, and/or site surveys to detail information about the proposed renovation.
- C. DAVIS BACON AND RELATED ACTS (DBRA): Whenever the contract/project involves construction work that is valued in excess of \$2,000, Davis-Bacon (including Federal Prevailing Wages) will be applicable. Even if CDBG funds finance only a portion of a construction work, DBRA is still applicable to the entire construction work. City staff will work with the applicant to ensure that DBRA is adhered to.
- D. SECTION 3: Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. City staff will review this application to determine if Section 3 applies to this project, and will notify the agency of such.
- E. FEDERAL LABOR STANDARDS: To ensure Federal Labor Standards are being met, all bid documents will be reviewed by City staff: (1) The agency will submit to City staff a bid packet/request for proposal to ensure compliance with Davis-Bacon and/or Section 3; (2) Prior to signing a contract, each selected Contractor's eligibility to work on Federal projects must be determined by City staff to make sure they are not on the "debarred contractors' list" - (see www.epls.gov); and (3) The selected general contractor and agency must meet with City staff for a Pre-Construction Conference to review required documentation needed, i.e. certified payroll, pay request, and employee interviews.
- F. UNIFORM RELOCATION ACT: Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) 49 CFR Part 24, protects all persons who are displaced by a federally-assisted project regardless of their income. URA requires relocation assistance be provided to any family, individual, or business that must move as a direct result of rehabilitation, demolition, or acquisition for a project in which federal funds are used. Where possible, projects must be designed to prevent or minimize displacement of tenants. Because federal funds administered by the City are made available through this application, any temporary or permanent displacement of tenants must be handled in accordance with all applicable provisions that cover relocation and acquisition of HUD programs.

H2. If a grant is awarded on the basis of this application, all project information detailed in this application will be implemented accordingly, becoming a part of the Agreement, and the project shall commence within ninety (90) days of the new grant period, which will begin on July 1, 2012.

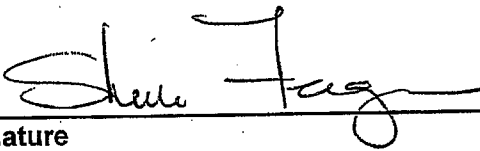
H3. We, the undersigned, duly-authorized agents of Community Elements Inc.
(Name of Organization)

- A. Do hereby state, to the best of our knowledge, the information contained in this application for the Community Development Block Grant (CDBG) Public Facilities (PF) grant is true and correct.
- B. Understand the CDBG PF funds are disbursed on a reimbursement basis and assure the funds will be administered by the Applicant.
- C. Understand that the laws and regulations of the US Dept. of Housing & Urban Development, as stated on previous page under "Assurances", and the City of Urbana will govern any CDBG PF funding resulting from this application.
- D. Agree to enter into an Agreement with the City of Urbana for its FY 2012-2013 Public Facilities grant and will adhere to all Program requirements.

CHIEF AGENCY OFFICIAL:

Sheila Ferguson
Name (Print)

Chief Executive Officer
Title


Signature

12/28/2011
Date

BOARD OF DIRECTORS: CHAIRPERSON / BOARD MEMBER:

Karen Glick
Name (Print)

Board President
Title


Signature

12-30-11
Date

ATTACHMENTS

**Community Elements
Elm Street Supported Apartment Program**

Project Budget

| | |
|---|------------------|
| Vinyl floor replacement (\$1,600 /apartment) | \$ 12,800 |
| Kitchen area 6x8 feet | |
| Bathroom area 5x5 feet | |
| Entry area 3x3 feet | |
| Flooring expert installation @ prevailing wages | |
| Bathroom vanities (\$300/vanity) | \$ 2,400 |
| Medicine cabinets (\$150/cabinet) | \$ 1,200 |
| Hardware/ consumables | \$ 200 |
| Vanity and medicine cabinet installation (Agency supplied labor) | \$ 600 |
| Dumpster pick up | \$ 65 |
| Exterior painting | \$ 3,200 |
| Oversight of contractors/ client support (Agency supplied labor) | \$ 275 |
| Bid packet preparation, reviews, contract selection (Agency supplied labor) | \$ 120 |
| Project Management (Agency supplied labor) | <u>\$ 300</u> |
| Total: | \$ 21,160 |

Project Schedule

- June 2012: Receive word from City of Urbana regarding funding allocation
- July 2012: Prepare project bid packet
Submit project bid packet to City of Urbana for review and approval
Advertise bid in local newspaper
- August 2012: Obtain bids
Review bids, select bidder, and seek approval from City of Urbana of selected bidder
Award contracts
Provide City of Urbana copy of completed executed contract document prior to beginning of work
- No later than Oct 31st, 2012: Pre- Construction Conference
Completion of project

**CITY OF URBANA
FY 2012-2013 CDBG PUBLIC FACILITIES Grant Application**

Agency Mission Statement:

Community Elements educates, advocates, and helps build communities of well-being by providing individuals and families a range of prevention, intervention, and mental health treatment services. These services are culturally inclusive, client/family-focused, and recovery-centered through service excellence, mentoring, and leadership.

Years in Operation: 55 years

Experience with Federal, State, and Local Programs:

Community Elements has successfully managed and monitored a number of federal, state, and local programs over the last 55 years. Examples of federal grants include a Basic Center grant and a Transitional Living Program grant from the Administration for Children and Families. The State of Illinois provides funding for a number of services for persons with mental illness, pregnant and parenting teenagers, and homeless services. Community Elements has been successful with local programs funded by entities such as the United Way and the Champaign County Mental Health Board. Additionally, the Agency has administered HUD programs for nearly 17 years.

Community Elements is accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF). CARF confirms and monitors the agency and staff competencies and credentials. CARF is a private, not-for-profit organization that promotes quality rehabilitation services. It does this by establishing standards of quality for organizations to use as guidelines in developing and offering their programs or services to consumers. CARF uses the standards to determine how well an organization is serving its consumers and how it can improve. The CARF standards are developed with input from consumers, rehabilitation professionals, state and national organizations, and funders. Every year the standards are reviewed and new ones are developed to keep pace with changing conditions and current consumer needs.