



**DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES**

*Grants Management Division*

**m e m o r a n d u m**

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

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

**DATE:** May 20, 2016

**SUBJECT: A RESOLUTION APPROVING A SUBRECIPIENT AGREEMENT BETWEEN THE URBANA HOME CONSORTIUM AND HIGHLAND GREEN, LLC.**

**A RESOLUTION APPROVING A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND HIGHLAND GREEN, LLC.**

---

**Description**

Attached are two Resolutions dedicating Federal funding to the developer responsible for constructing the Highland Green residential development (the former Kerr Avenue Development). One proposed agreement would dedicate HOME Investment Partnerships (HOME) funding from the Urbana HOME Consortium, which consists of the City of Urbana, as well as the City of Champaign and the Champaign County Regional Planning Commission, to Highland Green, LLC., which is a partnership between Brinshore Development, LLC., the Homestead Corporation of Champaign-Urbana, and the Housing Authority of Champaign County. HOME funds are intended to be used in the construction of specified housing units in the development. These particular units will be identified in the attached draft agreement. The amount of HOME funding being dedicated to this project is anticipated to be a total of \$291,580.

The other proposed agreement would dedicate a portion of the City of Urbana's Community Development Block Grant (CDBG) funds to the same development entity. CDBG funds are not allowed to be used in the creation of new housing units, but are instead specified for the development of necessary infrastructure that will be built as part of the Highland Green development. The anticipated amount of CDBG funds being dedicated to Highland Green, LLC. total \$208,420.

Between the two agreements, the City and Consortium are contributing \$500,000 in Federal funding to the project. This amount is in excess of the original \$450,000 request of HOME funds made by Brinshore Development on September 22, 2015, but the additional funds were determined to be appropriate after examination of the developer's most recent pro forma revealed an unmet need and insufficient contingency.

## **Background**

Highland Green was approved for Low-Income Housing Tax Credits (LIHTC) by the Illinois Housing Development Authority (IHDA) on October 20, 2015. LIHTC provide a critical financing mechanism. The project was denied LIHTC in previous years due to stiff competition, and the recent approval was an important breakthrough that has allowed this development to proceed financially. According to the developers' pro forma, the LIHTC provide \$5,526,007 in financing, or almost three-quarters of the \$7,627,572 of permanent financing needed to complete Highland Green.

To fill part of the remaining funding gap, Brinshore Development, LLC. submitted an application for HOME Investment Partnerships (HOME) funds to the City of Urbana on September 22, 2015. City Staff has been consulting with the City's Consortium partners at the City of Champaign and the Champaign County Regional Planning Commission, and recently agreed to a division of funds that will provide the anticipated \$294,890 HOME amount to the Highland Green development. As this amount of funding fell short of the developer's initial request, the City of Urbana determined that CDBG funds were needed to be provided to fill the gap. A number of different infrastructural needs will be required at the Highland Green site to enable the construction of housing units. The developer estimates that site utilities will cost \$915,409, which are eligible expenses under the CDBG program. A total of \$31,317 was set aside for infrastructure at the Highland Green site in each Annual Action Plan dating back to FY 2011-2012, and \$61,318 had been dedicated to that use from FY 2008-2009 to FY 2010-2011.

The remaining financing is provided through a construction loan, a private mortgage, an IHDA program separate from the LIHTC, funds from the Federal Home Loan Bank of Chicago's Affordable Housing Program, and donation tax credits. Highland Green's proximity to Crystal View Townhomes, which was also developed in part by Brinshore Development through HOME funds, allows for the sharing of amenities such as common areas and community rooms between the two developments.

## **Discussion**

The proposed HOME funding will be used to fund the construction of specific designated units in the development. Upon completion, these designated HOME units will be subject to restrictions on rent, property maintenance, occupancy, and other factors during the HUD-mandated 20-year affordability period. The developer is aware of these restrictions and is familiar with the proper use of HOME funds on other projects.

In terms of CDBG funds for infrastructure development, the proposed agreement would transfer funds to the developers for the construction of the new public road that will run through the development, Highland Drive, as well as for sidewalks, storm and sanitary sewers, and other related infrastructure. The final site plan is still under development and pending reviews by City Staff and approval of a Planned Unit Development (PUD) by the Urbana City Council. A public hearing on the PUD application before the Plan Commission has been set for June 9, 2016. Once approvals are in place, the CDBG funds can be assigned to actual work on the site.

Federal funds are critical to providing the development team with the capacity to construct Highland Green in a manner suitable to the City. Since the developers' financing budget is very tight, the refusal of these Federal funds would significantly impact the ability of the developers to complete Highland Green in a satisfactory manner.

## **Goals and Objectives**

Highland Green is also referred to in the 2015-2019 City of Urbana and Urbana HOME Consortium Consolidated Plan as an anticipated tax credit project. The Plan also mentions residential development on the Kerr Avenue site as a strategy for overcoming barriers to affordable housing, especially for veterans. This residential development was also referred to as a potential use of City of Urbana HOME Neighborhood Revitalization Funds in the project summary section of the Consolidated Plan. The use of these funds for the project will help to fulfill this proposal found in the Consolidated Plan.

The development of Highland Green will also help the City to progress with regards to the Urbana City Council and Mayor Goal below:

### Goal 7: Quality of Life

Objective 2: Continue to promote affordable housing opportunities and work to eliminate homelessness.

*Action/tactic a: Work with developers to provide affordable housing opportunities.*

*Action/tactic c: Continue to work with Community Housing Development Organizations to create new housing affordable housing opportunities, including those on vacant infill properties where homes have been removed.*

The proposed "Kerr Ave. energy-efficient housing project" was specifically mentioned as an implementation step for the above action/tactic a.

This development will also help to fulfill the following Goals and Objectives found in the 2005 Urbana Comprehensive Plan:

### **Goal 2.0 New development in an established neighborhood will be compatible with the overall urban design and fabric of that neighborhood.**

#### *Objectives*

2.4 Promote development that residents and visitors recognize as being of high quality and aesthetically pleasing.

### **Goal 15.0 Encourage compact, contiguous and sustainable growth patterns.**

#### *Objectives*

15.1 Plan for new growth and development to be contiguous to existing development where possible in order to avoid "leapfrog" development.

**Goal 19.0 Provide a strong housing supply to meet the needs of a diverse and growing community.**

*Objectives*

19.2 Encourage residential developments that offer a variety of housing types, prices and designs.

**Goal 39.0 Seek to improve the quality of life for all residents through community development programs that emphasize social services, affordable housing and economic opportunity.**

*Objectives*

39.2 Implement strategies to address social issues related to housing, disabilities, poverty and community development infrastructure.

**Goal 40.0 Make affordable housing available for low-income and moderate-income households.**

*Objectives*

40.1 Promote strategies identified in the Consolidated Plan to provide additional affordable housing opportunities in Urbana-Champaign.

40.2 Work to promote the development and capacity of Community Housing Development Organizations (CHDOs) to develop affordable housing opportunities.

**Goal 42.0 Promote accessibility in residential, commercial and public locations for disabled residents.**

*Objectives*

42.1 Ensure that new developments are sensitive to the mobility and access needs of the disabled.

42.3 Ensure that new developments include adequate access for the disabled through compliance with ADA requirements and other measures.

42.4 Encourage residential developers to consider the market for disabled residents and visitors and to promote the provision of accessible and adaptable units.

## **Options**

The Community Development Commission can:

1. Forward one or both of the Resolutions approving the agreements with Highland Green, LLC. to the Urbana City Council with a recommendation for approval.
2. Forward one or both of the Resolutions approving the agreements, with suggested changes, to the Urbana City Council with a recommendation for approval.
3. Do not recommend approval to the Urbana City Council of one or both Resolutions.

## **Fiscal Impacts**

There will be no fiscal impact on the City General Fund, as the \$500,000 being dedicated to Highland Green LLC. through these agreements would consist of Federal grant funding. The commitment of HOME funds to this project is critical to meeting the current HOME commitment shortfall by the deadline of July 31, 2016. Funds not committed by that deadline would need to be repaid to HUD. Dedicating CDBG funds to this project will also help to maintain the City's timeliness in terms of expending CDBG funds as well.

## **Programmatic Impacts**

Construction of affordable housing at the Highland Green site has been a goal of the Mayor and City Council for several years and that goal has been expressed in various City documents, including the Urbana City Mayor and Council Goals, the 2005 Urbana Comprehensive Plan, the 2010-2014 City of Urbana and Urbana HOME Consortium Consolidated Plan, and the 2015-2019 City of Urbana and Urbana HOME Consortium Consolidated Plan.

## **Recommendations**

Staff recommends that the Community Development Commission forward the Resolutions approving the agreements that will transfer HOME and CDBG funding to Highland Green LLC. for the construction of housing and related infrastructure respectively to the Urbana City Council with a recommendation for approval.

Prepared by:



Matthew Rejc  
Community Development Coordinator

### Attachments:

1. A RESOLUTION APPROVING A SUBRECIPIENT AGREEMENT BETWEEN THE URBANA HOME CONSORTIUM AND HIGHLAND GREEN, LLC.
2. A RESOLUTION APPROVING A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND HIGHLAND GREEN, LLC.
3. A Subrecipient Agreement between the Urbana HOME Consortium and Highland Green, LLC.
4. A Subrecipient Agreement Transferring Community Development Block Grant Funds between the City of Urbana and Highland Green, LLC.
5. Proposed Highland Green Site Plan

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING A SUBRECIPIENT AGREEMENT BETWEEN THE URBANA HOME CONSORTIUM AND HIGHLAND GREEN, LLC.**

WHEREAS, the Congress of the United States has enacted the Cranston-Gonzales National Affordable Housing Act of 1990 which created the HOME Investment Partnerships Program (hereinafter the "HOME Program") to provide funds to state and local government for affordable housing assistance that is most appropriate for local needs; and

WHEREAS, the City of Urbana, the City of Champaign, and Champaign County have been jointly designated as a Participating Jurisdiction by the United States Department of Housing and Urban Development (hereinafter "HUD") for purposes of receiving HOME funds in the name of Urbana HOME Investment Partnerships Consortium under provisions of Title II of 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, BORROWER desires to serve as an owner, BORROWER and developer of an affordable rental housing development within the City of Urbana; and

WHEREAS, the LENDER as a member of the Urbana HOME Consortium has authority under the provisions of the HOME Investment Partnerships Program (the "HOME Program") to provide financial assistance for the development of a mixed-income, affordable residential rental development; and

WHEREAS, the BORROWER has submitted a proposal to the LENDER for assistance to construct a number of affordable rental dwelling units (hereafter the "PROJECT") on a property, hereafter the "PROPERTY") commonly known as Highland Green; and

WHEREAS, the LENDER has reviewed said proposal, and has conducted an evaluation of said PROJECT , including a comprehensive review of the site and building plans that will achieve the minimum property standard, as

established by the LENDER, as part of said PROJECT and an estimated total cost of said PROJECT; and

WHEREAS, the LENDER has determined that the PROJECT is eligible for funding under the HOME Program, and

WHEREAS, the BORROWER has been fully informed regarding any and all requirements, and, obligations that must be met by the PROJECT in order to utilize HOME Program funds, including but not limited to the requirement that after construction, the dwelling unit(s) must remain affordable to low-income households (80% of Area Median Income as established by HUD) for a period of 20 years from the date the PROJECT has achieved full initial occupancy, in accordance with 24 CFR Part 92, Sections 203, 251-253; and

WHEREAS, the BORROWER, after said evaluation and assessment of the PROJECT by the LENDER, and having been fully informed regarding the requirements of the HOME Program, is committed to commencing said PROJECT with the assistance of HOME Program funds on or before June 1, 2017 and has made necessary arrangements to provide any required matching private contribution towards the cost of said PROJECT;

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

Section 1. That the *Rental Housing Agreement between the Urbana HOME Consortium and Highland Green LLC.*, in substantially the form as attached hereto and incorporated herein by reference, is hereby approved.

Section 2. That the Mayor is hereby designated as the authorized representative of the City of Urbana to take any action necessary in connection with said Annual Action Plans to implement the HOME program and to provide such additional information as may be required.

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



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA  
AND HIGHLAND GREEN, LLC.**

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 has received an entitlement of Community Development Block Grant (hereinafter "CDBG") funds for the period beginning July 1, 2014 and ending June 30, 2015, as well as the period beginning July 1, 2015 and ending June 30, 2016, pursuant to the CDBG Program; and,

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the year beginning July 1, 2014 and ending June 30, 2015, and for the year beginning July 1, 2015 and ending June 30, 2016 which allocates a CDBG budget and authorizes allocation of CDBG funds for the development of the Highland Green development (hereinafter "PROJECT"); and

Whereas, the PROJECT an affordable, mixed-income Low Income Housing Tax Credit development, which PROJECT includes construction of certain infrastructure improvements that will become public-right-of-way upon PROJECT completion; 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 undertaking and completing said 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, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the *Subrecipient Agreement between the City of Urbana and Highland Green LLC.*, in substantially the form as attached hereto and incorporated herein by reference, is hereby approved.

Section 2. That the Mayor is hereby designated as the authorized representative of the City of Urbana to take any action necessary in connection with said Annual Action Plans to implement the CDBG program and to provide such additional information as may be required.

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**  
**as a member of the URBANA HOME CONSORTIUM**

**OWNER**  
**RENTAL HOUSING SUBRECIPIENT AGREEMENT**

This Rental Housing Subrecipient Agreement, hereafter referred to as “Agreement”, is made as of this \_\_\_ **day of June, 2016**, by and between the City of Urbana, as a member of the Urbana HOME Consortium (hereinafter the “**LENDER**”) and Highland Green LLC., hereinafter the “**BORROWER**”.

WITNESSETH

WHEREAS, the Congress of the United States has enacted the Cranston-Gonzales National Affordable Housing Act of 1990 which created the HOME Investment Partnerships Program (hereinafter the “HOME Program”) to provide funds to state and local government for affordable housing assistance that is most appropriate for local needs; and

WHEREAS, the City of Urbana, the City of Champaign, and Champaign County have been jointly designated as a Participating Jurisdiction by HUD for purposes of receiving HOME funds in the name of Urbana HOME Investment Partnerships Consortium under provisions of Title II of 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, BORROWER desires to serve as an owner, BORROWER and developer of an affordable rental housing development within the City of Urbana;

WHEREAS, the LENDER as a member of the Urbana HOME Consortium has authority under the provisions of the HOME Investment Partnerships Program (the “HOME Program”) to provide financial assistance for the development of a mixed-income, affordable residential rental development; and

WHEREAS, the BORROWER has submitted a proposal to the LENDER for assistance to construct a number of affordable rental dwelling units (hereafter the “PROJECT”) on a property, hereafter the “PROPERTY”) commonly known as Highland Green , legally described in Exhibit “C”, attached hereto and made a part hereof; and

WHEREAS, the LENDER has reviewed said proposal, and has conducted an evaluation of said PROJECT , including a comprehensive review of the site and building plans that will achieve the minimum property standard, as established by the LENDER, as part of said PROJECT and an estimated total cost of said PROJECT; and

WHEREAS, the LENDER has determined that the PROJECT is eligible for funding under the HOME Program, and

WHEREAS, the BORROWER has been fully informed regarding any and all requirements, and, obligations that must be met by the PROJECT in order to utilize HOME Program funds, including but not limited to the requirement that after construction, the dwelling unit(s) must remain affordable to low-income households (80% of Area Median Income as established by HUD) for a period of 20 years from the date the PROJECT has achieved full initial occupancy, in accordance with 24 CFR Part 92, Sections 203, 251-253; and

WHEREAS, the BORROWER, after said evaluation and assessment of the PROJECT by the LENDER, and having been fully informed regarding the requirements of the HOME Program, is committed to commencing said PROJECT with the assistance of HOME Program funds on or before June 1, 2017 and has made necessary arrangements to provide any required matching private contribution towards the cost of said PROJECT;

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

## **ARTICLE I: HOME REQUIREMENTS**

### **Section 1: USE of HOME Funds**

The LENDER agrees to provide the BORROWER an amount not to exceed a total of \$291,579.57 (\$60,698 from its Federal Fiscal Year FY 13/14 HOME PROGRAM allocation and \$230,881.57 from its Federal Fiscal Year FY 14/15 HOME PROGRAM as Amended) allocation to assist with the construction of \_\_\_\_\_ affordable rental dwelling units (hereafter the “CITY HOME ASSISTED UNITS”) out of a total of thirty-three dwelling units (hereafter the “PROJECT HOME ASSISTED UNITS”) in the PROJECT that will be assisted with HOME funds on the site now known as Highland Green. BORROWER shall comply with the following requirements:

- a.) Complete work on the PROJECT in accordance with the following documents:
  1. Scope of Work/Project Description including the schedule, attached hereto as Exhibit “A”
  2. The Budget, attached hereto as Exhibit “B”, each of which is incorporated by reference herein.
  3. The plans, drawings and specifications, as submitted to, and approved by, the City of Urbana Building Safety Division of the Department of Community Development Services are incorporated by reference herein.

- b.) Secure legal possession of the PROPERTY by means of a long-term lease having a term in excess of twenty years.

**Section 2. HOME Project Requirements**

The BORROWER shall comply with all income determinations and affordability requirements of the HOME Program for each CITY HOME ASSISTED UNIT described in subparagraph d below, as set forth in 24 CFR 92.203, 92.252, as applicable. The BORROWER shall determine each family is income eligible by determining the family’s annual income in accordance with the Part 5 (Section 8) methodology allowed in 24 CFR 92.203. The HOME assisted units in a rental housing project must be occupied only by households that are eligible as low-income families (80% of Area Median Income as established by HUD) and must meet the affordability requirements as described more fully in 24 CFR 92.252(e).

- a.) Affordability Period: For **twenty (20)** years following project completion (hereinafter referred to “the Affordability Period”), the BORROWER agrees to restrict the use of the CITY HOME ASSISTED UNITS to “affordable housing” by recording Deed Restrictions in form of a Regulatory and Land Use Restriction Agreement and with the same content as that executed under event date herewith.
- b.) Maximum Tenant Income: The maximum income for households residing in the CITY HOME ASSISTED UNITS cannot exceed eighty (80%) percent of the area median income, adjusted by family size, as defined annually by HUD, and at least \_\_\_\_ of the PROJECT HOME ASSISTED UNITS must be restricted to households whose income does not exceed fifty (50%) percent of the area median income.
- c.) Rent Limitations: The gross rent for all CITY HOME ASSISTED UNITS (base rent plus applicable utility allowance computed in accordance with Section 42 of the Internal Revenue Code and applicable HOME regulations) shall not exceed the maximum High HOME Rents as published annually by HUD, and issued annually by the LENDER. At least \_\_\_\_ of the PROJECT HOME ASSISTED UNITS must have rents that are no greater than the Low HOME rents as published by HUD and issued annually by the LENDER. The initial monthly rent for each unit cannot exceed:

# of Bedrooms	High HOME Rents	Low HOME Rents
1	\$660	\$660
2	\$824	\$810
3	\$1,038	\$935

- d.) CITY HOME ASSISTED UNIT Designation: PROJECT BORROWER in agreement with the LENDER has designated the dwelling units described below as the CITY HOME ASSISTED UNITS :

**Designated City of Urbana HOME Units:**

Size of Unit (Bedrooms)	Address of Unit

- e.) Increases in Tenant Income: To the extent specifically required by the regulations under the HOME Program, if an existing tenant’s adjusted income increases to the extent that it exceeds eighty (80%) percent of the area median income, as defined annually by HUD, said tenant’s rent shall be increased to an amount equal to thirty (30%) per cent of the family’s adjusted monthly income. (If the loan is being made available for units that have been allocated a low-income housing tax credit by the State Housing Finance Agency pursuant to Section 42 of the Internal Revenue Code, and if and so long as applicable regulations under the HOME Program allow an exemption, such rental increase requirements shall not apply.)
- f.) Lease Provisions: All leases between the BORROWER and tenants residing in a CITY HOME ASSISTED UNIT shall be for not less than one (1) year in duration and shall comply with and not contain any of the prohibited lease provisions in accordance with 24 CFR 92.253.
- g.) Certification of Tenants’ Income: PROJECT BORROWER shall submit or cause to be submitted to the LENDER within ninety (90) days of its fiscal year end the income records of all tenants that are or have been occupying CITY HOME ASSISTED UNITS within the preceding twelve (12) months, and verifying that those tenants meet the income guidelines set forth herein , or in the case of existing tenants in said CITY HOME ASSISTED UNITS whose income has increased above eighty (80%) per cent of area median income, as defined annually by HUD, that BORROWER has complied with applicable HOME Program regulations in filling the next available vacant units.
- h.) Non-Discrimination Against Subsidy Holders: The BORROWER shall not, in the provision of services, or in any other manner, discriminate against any person on the basis of age, race, color, creed, religion, sex, handicap, familial status or national origin.

### **Section 3. Other Program Requirements**

The BORROWER shall comply with requirements imposed by Title VIII of the Civil Rights Act of 1968, and any related rules and regulations; all requirements imposed by Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.; the HUD regulations issued here under, 24 CFR, Subtitle A, Part 1, the HUD requirements pursuant to these regulations; and Executive Order 11063.

In accordance with all rules and regulations issued by HUD under Section 504 of the Rehabilitation Act of 1973, the BORROWER shall not discriminate against any person on the basis of handicap.

The BORROWER shall comply with any rules and regulations issued by HUD under the Age Discrimination Act of 1975, (42 U.S.C. 6101-07) and implementing regulations at 24 CFR parts 146;

Cooperation in Equal Opportunity Compliance Reviews: The BORROWER shall cooperate with LENDER and HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

### **Section 4. Property Standards**

The BORROWER agrees that during the “Affordability Period” all CITY HOME ASSISTED UNITS shall be maintained in accordance with the minimum property standards as established by the LENDER, as well as meet all applicable State and local construction codes, rehabilitation standards, and zoning ordinances, at the time of project completion. All CITY HOME ASSISTED UNITS must meet the accessibility requirements at 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).

The BORROWER agrees to allow periodic inspections of the CITY HOME ASSISTED UNITS during normal business hours and upon reasonable notice to ensure that the property condition remains in accordance with the applicable standards listed in this subpart for the duration of the affordability period.

### **Section 5. Federal Program Requirements**

- a.) Affirmative Marketing of Rental or Vacant Units: The BORROWER will affirmatively market any CITY HOME ASSISTED UNIT available for rent or purchase in a manner to attract tenants without regard to race, color,

national origin, sex, religion, familial status or disability. The PROJECT BORROWER agrees, in soliciting tenants, to do the following:

- 1) Use the Equal Housing Opportunity logo in all advertising;
  - 2) Display a Fair Housing poster in the rental and sales office;
  - 3) Where appropriate, advertise, use media, including minority outlets, likely to reach persons least likely to apply for the housing;
  - 4) Maintain files of the Project's affirmative marketing activities for five (5) years and provide access thereto to LENDER Staff;
  - 5) Not refrain from renting to any participating tenant holding a Section 8 Housing Choice Voucher, except for good cause, such as previous failure to pay rent and/or to maintain a rental unit, or the tenant's violation of other terms and conditions of tenancy;
  - 6) Comply with Section 8 Housing Choice Voucher Regulations when renting to any participating tenant; and
  - 7) Exercise affirmative marketing of the units when vacated; and
  - 8) Complete the Urbana HOME Consortium Affirmative Marketing Plan (see Exhibit D).
- b.) Non-discrimination and Equal Opportunity: In carrying out this Agreement, the BORROWER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, familial status, handicap or national origin. The BORROWER shall take the necessary steps to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, familial status, handicap or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The BORROWER shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause. The BORROWER, upon execution of this Agreement, shall agree that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex, age, familial status, handicap or national origin. The BORROWER shall comply with LENDER Ordinance



26.5 Part 2, regarding Equal Employment Opportunity and Affirmative Action.

- c.) Displacement, Relocation and Acquisition: If applicable, BORROWER agrees to cooperate and assist the LENDER in the provision of relocation assistance for temporarily relocated and/or permanently displaced persons residing in the project at the levels in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C.4201 to 4655) and 49 CFR, Part 24.
- d.) Labor Requirements: BORROWER and its contractors and subcontractors shall comply with Davis-Bacon Act (40 U.S.C. 276a-276a-5) with regard to all its requirements including wage rates paid pursuant to or as a result of this Agreement. BORROWER is responsible to ensure that all construction contracts and sub-contracts executed as a result of this Agreement shall include the applicable Davis Bacon Wage Decision and all other documentation required by the Davis-Bacon Act. Any contracts executed as a result of this Agreement may also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332). BORROWER shall complete necessary documentation as required by the Davis Bacon Act.

The Borrower 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 BORROWER 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.

- e.) Disbarment & Suspension:  
The BORROWER certifies that it is not debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. The BORROWER shall establish procedures to ensure they do not make any award to grantees and subgrantees (including contractors) at any tier in violation of the nonprocurement debarment and suspension common. The BORROWER shall verify and document that none of its grantees, subgrantees or contractors are debarred, suspended or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Nonprocurement programs (“List”). The BORROWER may request assistance from the LENDER to access the List and document results.
- f.) Conflict of Interest: The BORROWER guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from the same. The

BORROWER agrees that no members of the governing body of the locality in which the BORROWER is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Agreement during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement. Unless expressly permitted by HUD, BORROWER agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of the BORROWER and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME Program funds, or who is in a position to participate in a decision making process to gain inside information with regard to such HOME-assisted activities, may obtain a financial interest or benefit from the HOME-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. Unless expressly permitted by the LENDER, no BORROWER, or officer, employee, agent or consultant of the BORROWER, may occupy a CITY HOME-ASSISTED UNIT.

- g) Compliance with Section 3. BORROWER shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 applies apply to all contract and subcontracts in excess of \$100,000 or where City (LENDER) assistance exceeds \$200,000. Additionally, if no contracts or subcontracts exceed \$100,000, then Section 3 will only apply to the BORROWER.) The following forms are required to be completed and submitted to the LENDER;

- \_\_\_\_\_ Section 3 Policy
- \_\_\_\_\_ Section 3 Self-Certification
- \_\_\_\_\_ Section 3 Compliance in the Provision of Training, Employment, and Business Opportunities
- \_\_\_\_\_ Proposed Subcontractor Breakdown – Table A
- \_\_\_\_\_ Estimated Project Workforce Breakdown – Table B

(Note: The foregoing Certification forms will be provided by the LENDER to the BORROWER. The BORROWER is responsible for distributing and collecting the Section 3 forms from each contractor and subcontractor associated with the project. No work may begin until these forms are completed and returned to the LENDER).

- h.) Air and Water  
The PROJECT SPONSOR agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act, 42 U.S.C. , 7401, *et seq.*;

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; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

ARTICLE II: DISBURSEMENT OF FUNDS.

**Section 1. Payment Generally**

As consideration for the performance of the undertaking and completion of construction of aforementioned PROJECT, LENDER shall reimburse BORROWER for all eligible costs, as determined by the LENDER, in an amount not to exceed **\$254,641**. Payment for PROJECT shall be made in accordance with the budget detailed in Exhibit B and shall be limited to the statement of work described in “Exhibit A”.

A request for disbursement shall be submitted by the BORROWER to the LENDER for HOME Program funds under this Agreement when funds are needed for payment of eligible HOME Program costs. The amount of each disbursement request shall be limited to the amount expended.

**Section 2. Progress and Final Payments**

The BORROWER may request from the LENDER progress payments as soon as portions of the work described in “Exhibit A” have been completed. The LENDER or his/her designee shall authorize said payments and said payments shall not be made until the LENDER or his/her designee approves the payment. If all conditions are met, and the work performed and materials supplied in a manner satisfactory to the LENDER, the BORROWER shall receive final payment.

**ARTICLE III: RECORDKEEPING**

The BORROWER must maintain such records and accounts, including program records, project records; financial records; program administration records; equal opportunity and fair housing records; MBE/WBE records; records demonstrating compliance with the income eligibility determination requirements of §92.203; recordkeeping requirements of 92.508; any records demonstrating compliance with the requirements of §92.353 regarding displacement, relocation and real property acquisitions; records demonstrating compliance with the labor requirements of § 92.354; records demonstrating compliance with the lead-based paint requirements of §92.355; debarment and suspension certifications required by 24 CFR parts 24 and 92; and any other records, as are deemed necessary by the LENDER to assure a proper accounting and monitoring of all HOME Program funds. The BORROWER shall retain all records and supporting documentation applicable to this Agreement for five (5) years after the “Affordability Period” has terminated.

#### **ARTICLE IV: ENFORCEMENT**

A default shall consist of any use of HOME Program funds for a purpose other than as authorized by this Agreement, noncompliance with the HOME Investment Partnerships Act, any material breach of the Agreement, failure to expend HOME Program funds in a timely manner, or a misrepresentation in the application submission which, if known by LENDER and/or HUD, would have resulted in HOME Program funds not being provided. Upon due notice to the BORROWER of the occurrence of any such default and the provision of a reasonable opportunity to respond, the LENDER may take one or more of the following actions:

- (a) Direct the BORROWER to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities;
- (b) Establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- (c) Cancel or revise activities likely to be affected by the performance deficiency, before expending HOME Program funds for the activities;
- (d) Reprogram HOME funds that have not yet been expended from affected activities to other eligible activities or withhold HOME Program funds;
- (e) Direct the BORROWER to reimburse the LENDER's program accounts in any amount not used in accordance with the requirements of 24 CFR Part 92, et al;
- (f) Suspend disbursement of HOME Program funds for affected activities;
- (g) Other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement and any other available remedies.

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by BORROWER of the LENDER's written notice of default. No delay or omission by LENDER and/or HUD in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any BORROWER default.

Unless the BORROWER'S default is waived, the LENDER may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. Waiver by the LENDER of BORROWER'S default under this Agreement shall not be deemed to be a waiver of any other default nor shall it be termination notice.

Notices required herein, shall be considered received by the BORROWER and the LENDER if delivered in person with written proof thereof, or when deposited in the U.S. Mail, in a prepaid wrapper marked certified, return receipt requested.

**ARTICLE V: NOTICES**

The LENDER and the BORROWER agree that all notices required by the Agreement shall be in writing and delivered by certified mail with return receipt requested or hand delivered to the Office of the Mayor or duly authorized appointed representative of the LENDER or BORROWER as specified herein:

**BORROWER:**

Name: Richard Sciortino  
Title: President  
Organization: Brinshore Development, LLC.  
Address: 666 Dundee Road, Suite 1002  
Northbrook, IL 60062

**CITY OF URBANA as a Member of the URBANA CONSTORTIUM:**

Name: Laurel Lunt Prussing  
Title: Mayor  
Organization: City of Urbana  
Address: 400 S. Vine Street  
Urbana, IL 61801

**ARTICLE VI: SIGNATURE OF AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by its officers as of the date first written above.

CITY OF URBANA

BORROWER

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: Mayor

ITS: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Richard J. Sciortino, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act in his capacity as President of Brinshore Development, LLC, a member of Highland Green, LLC, and as the free and voluntary act of said partnership for the purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF CHAMPAIGN)

I, the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Laurel Lunt Prussing personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act in her capacity as Mayor for the City of Urbana, Illinois, an Illinois municipal corporation, as authorized by the corporate authorities of said City for the purposes set forth therein.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

**Exhibit A**  
**Scope of Services/Project Description**

Highland Green is a 33 rental unit new construction, family complex built at 401-403 E. Kerr Avenue in Urbana, Illinois. The site is located approximately 0.65 miles north of downtown Urbana and 2.0 miles northeast of downtown Champaign, Illinois. The Champaign-Urbana area is approximately 130 miles south of Chicago, 175 miles northeast of St. Louis, Missouri, and 110 miles northwest of Indianapolis, Indiana.

The new development will include single-family homes and duplexes, as well as a variety of community amenities. Project amenities will include property management located in the community building at the neighboring Crystal View Townhomes, as well as access to the Crystal View Townhomes community rooms, exercise room, maintenance storage and an adjacent outdoor tot lot and seating area.

While \_\_\_ of the 33 units will be subject to Section 42 restrictions, \_\_\_ of the 33 units will be subject to the HOME regulations. A total of \_\_\_ units will be reserved for families at 30% of AMI who may have special needs or have Section 8 vouchers; \_\_\_ will be reserved for those at 50% (Note: 18 project-based voucher units will be spread among the 50% AMI units.); \_\_\_ will be reserved for those at 60%, and \_\_\_ units are unrestricted.

Following completion of construction, projected to be April 2017, Highland Green will lease according to the following schedule. The rents paid by all tenants will be affordable according to the guidelines of the Low-Income Housing Tax Credits and HOME Program.

The design of Highland Green maximizes handicapped accessibility. All buildings will be slab on grade and where possible there will be no-step entries. \_\_\_ units are “visitable” and can accommodate wheel chairs with wide doors, accessible passageways, and bathrooms. \_\_\_ percent of the units are fully accessible with lowered cabinetry and \_\_\_ percent of the units are adaptable.

There will be 48 parking spaces on-site, with additional off street parking available. The project will be 100% leased by October 2019.

**Exhibit B**  
**Budget - Owner's Sworn Statement**



**[Please see attached]**

**Exhibit C**  
**Location of Project**

**Legal description:**

A PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF MACKEY SUBDIVISION, AS SHOWN ON A PLAT RECORDED JUNE 19, 1968 AS DOCUMENT NUMBER 778353 IN THE OFFICE OF THE RECORDER OF DEEDS, CHAMPAIGN COUNTY, ILLINOIS, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF KERR AVENUE; THENCE, SOUTHERLY, ALONG THE EAST LINE OF LOTS 1 THROUGH 4 INCLUSIVE OF SAID MACKEY SUBDIVISION, 245.30 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 4, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF CRYSTAL VIEW TOWNHOMES FIRST SUBDIVISION, AS SHOWN ON A PLAT RECORDED MARCH 24, 2009 AS DOCUMENT NUMBER 2009R07821 IN THE OFFICE OF THE RECORDER OF DEEDS, CHAMPAIGN COUNTY, ILLINOIS; THENCE, EASTERLY, ALONG SAID NORTHERLY LINE OF CRYSTAL VIEW TOWNHOMES FIRST SUBDIVISION, 30.41 FEET, TO A NORTHEASTERLY CORNER OF SAID CRYSTAL VIEW TOWNHOMES FIRST SUBDIVISION; THENCE, SOUTHERLY, ALONG AN EASTERLY LINE OF SAID CRYSTAL VIEW TOWNHOMES FIRST SUBDIVISION, 234.32 FEET, TO THE NORTHWESTERLY CORNER OF LOT 7 OF ANDREW BARR'S SUBDIVISION AS SHOWN ON A PLAT RECORDED OCTOBER 5, 1894 IN PLAT BOOK A AT PAGE 257 IN THE OFFICE OF THE RECORDER OF DEEDS, CHAMPAIGN COUNTY, ILLINOIS; THENCE, EASTERLY, ALONG THE NORTH LINE OF SAID ANDREW BARR'S SUBDIVISION, 274.26 FEET, TO THE WESTERLY LINE OF THE EAST 205 FEET 4 INCHES OF THE NORTH 30 RODS OF LOT 30 OF A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN PLAT BOOK "R" AT PAGE 238; THENCE, NORTHERLY, ALONG SAID WESTERLY LINE OF THE EAST 205 FEET 4 INCHES OF LOT 30, 475 FEET, TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF KERR AVENUE; THENCE, WESTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 304.67 FEET, TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 3.17 ACRES, ALL SITUATED IN THE CITY OF URBANA, CHAMPAIGN COUNTY AND BEING COMMONLY KNOWN AS 401 AND 403 EAST KERR AVENUE.

PIN NUMBERS: 91-21-08-280-035 AND 91-21-08-280-009.

**Exhibit D**  
**Affirmative Marketing Plan**

**[Please see attached Copy of Affirmative Fair  
Housing Marketing Plan, 5-pages]**

CITY OF URBANA  
COMMUNITY DEVELOPMENT BLOCK GRANT

**AGREEMENT**

SUBRECIPIENT NAME: Highland Green, LLC.  
PROJECT NO/NAME **FY 2015-2016 Highland Green CDBG**  
PROJECT ADDRESS 401-403 E. Kerr Avenue, Urbana, IL  
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 Highland Green, LLC., an Illinois Not-For-Profit Corporation (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, 2014 and ending June 30, 2015, as well as the period beginning July 1, 2015 and ending June 30, 2016, pursuant to the CDBG Program; and,

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the year beginning July 1, 2014 and ending June 30, 2015, and for the year beginning July 1, 2015 and ending June 30, 2016 which allocates a CDBG budget and authorizes allocation of CDBG funds for the development of the Highland Green development (hereinafter "PROJECT"); and

Whereas, the PROJECT an affordable, mixed-income Low Income Housing Tax Credit development, which PROJECT includes construction of certain infrastructure improvements that will become public-right-of-way upon PROJECT completion; 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 undertaking and completing said 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 FY 2014-2015 and FY 2015-2016 CDBG program funds to: Highland Green LLC. for only the development of infrastructure on and adjacent to the site of Highland Green in accordance will all City standards and requirements.

3. The City agrees to grant to the Subgrantee the sum of two hundred and eight thousand four hundred and twenty dollars and 0/100 Cents (\$208,420 Dollars), and the Subgrantee agrees to abide by the CDBG Program rules and regulations and to use said funds for the purpose of carrying out Subgrantee Project No. **FY 2015-2016 Highland Green CDBG** (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 construction of the Project shall begin on or before May 1, 2017, be completed by May 1, 2019, and completely leased-up by November 1, 2019, 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 all applicable Federal Regulations and the 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 project 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 three (3) 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  
400 South Vine Street  
Urbana, Illinois 61801

TO THE SUBGRANTEE: Brinshore Development, LLC.  
666 Dundee Road  
Suite 1102  
Northbrook, IL 60062  
Attn: Richard Sciortino

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

**CITY**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**SUBGRANTEE**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT



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 project.
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 subgrantee of CDBG Program funds, Subgrantee agrees to give maximum feasible priority to very low-income families when administering the Subgrantee project 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 project.
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](http://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. **FY 2015-2016 Highland Green CDBG** of the Urbana CDBG Program.

Brinshore Development, LLC.

---

Richard Sciortino, Principal

---

Attest

---

Date

ATTACHMENT C  
STATEMENT OF SPECIAL CONDITIONS

Subgrantee understands and agrees that it is a Subgrantee of the City of Urbana CDBG Program and is eligible to receive funds for Subgrantee Project No. **FY 2015-2016 Highland Green CDBG** 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. **FY 2015-2016 Highland Green CDBG**.

1. This Agreement is contingent upon Subgrantee operating the Scope of Service herein outlined during the period July 1, 2015 - June 30, 2016.

**SCOPE OF WORK**

As part of their services, the Subgrantee shall construct all infrastructure pursuant to the approved construction documents and associated subdivision plat for Highland Green including construction of Highland Drive south of Kerr Avenue, as well as necessary sewer systems associated with the Highland Green residential development.

2. Subgrantee shall be responsible for completing the project 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.
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 be considered "Low-Mod Area Benefit" and, as such the infrastructure constructed pursuant to this agreement is located in Census Tract 54-5, an area in the City of Urbana where 58.12% of the households have low-moderate household income as defined by HUD.
4. It is expressly agreed and understood that the total amount to be reimbursed to the Subgrantee by the City under this Agreement shall not exceed \$ 208,420. Drawdowns for the payment of eligible expenses shall be made against the appropriate line item indicated in the City budget. The City

shall make payments to the Subgrantee as reimbursement of expenses related to the expenses of the project activities as stated in Article 2. The City shall make payment to reimburse Subgrantee within 30 calendar days of receipt of an acceptable billing from Subgrantee. Acceptable billing shall include such documentation as follows:

**The Subgrantee shall submit a copy of the Contractor's Verified 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.**

8. Subgrantee agrees that funds received from the City pursuant to this Agreement shall be used to cover project costs. Subrecipient shall report semi-annually for periods ending December 31<sup>st</sup> and June 30<sup>th</sup> all program income generated by activities carried out with CDBG funds made available under this Agreement. Subgrantee shall return program 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. The Subgrantee shall follow the program income requirements as outlined in §200.307 of the Omni Circular.
9. Subgrantee agrees to submit semi-annual Progress Reports to the City in an agreed upon format. Progress Reports shall be due December 31<sup>st</sup> and June 30<sup>th</sup>. Final billing requests shall not be processed for payment until a final Progress Report upon project completion is submitted.
10. 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.
11. Subgrantee acknowledges and affirms that the Subgrantee has the organizational capacity to adhere to collection and reporting requirements, regarding performance measures, as required by Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule ("Omni Circular") Subpart D, Sections 200.300-200.303. Such performance measures shall be decided upon by the Subgrantee and the CITY'S Housing and Grants Administrator, based on the requirements outlined by HUD for the category of eligible activities that the Subgrantee's program engages in. These categories - have been described within HUD's "Community Development Block Grant Program: Guide to National Objectives & Eligible Activities for Entitlement Communities," and the Guide shall be incorporated hereto by reference. Organizational capacity shall be demonstrated by various methods, including but not be limited to:
  - Use of OMB-approved standard information collections when providing financial and performance information;
  - Financial data is provided for performance accomplishments of the Grant award;
  - Cost information shall be distributed to demonstrate cost effective practices;
  - Subgrantee shall provide the City with the same information required by the Federal awarding agency under sections 200.301 and 200.210; and
  - All expenditures shall be accounted for, in compliance with requirements under section 200.302, as interpreted by the City.

Subgrantee agrees to follow either the procurement guidelines set forth in Section 200.320 of the Omni Circular, or the procurement guidelines/standards which the Subgrantee uses during its normal course of business; whichever of the two guidelines is more restrictive. If the procurement methods that the Subgrantee uses during its normal course of business are more restrictive, those guidelines shall be used, and a copy of those guidelines shall be attached to this contract as Appendix D and shall be incorporated into this contract by reference. If the procurement guidelines set forth in Section 200.320 of the Omni Circular are more restrictive, then the program procurement methods shall be limited to either (1) procurement by small purchase procedures, (2) procurement by sealed bids, (3) procurement by competitive proposals, or (4) procurement by noncompetitive proposals, as directed by and outlined in Section 200.320.

12. The Subgrantee agrees to provide the City of Urbana's Community Development Services Department with regular reports, and any other reports which may be required by the City of Urbana's Community Development Services Department for compliance under this Agreement. This includes reporting on performance measures, as outlined in §200.301 of the Omni Circular. Such performance measures shall be decided upon by the Subgrantee and the City of Urbana, based on the requirements outlined by HUD for the category of eligible activities that the Subgrantee's program engages in. These categories have been described within HUD's "Community Development Block Grant Program: Guide to National Objectives & Eligible Activities for Entitlement Communities" and the Guide shall be incorporated hereto by reference. Subgrantee shall use OMB-approved information collection standards, when providing financial and performance information. The Subgrantee shall provide financial data, and its relation to performance accomplishments, of the Federal award. Subgrantee agrees to provide the City of Urbana with documents pertaining to: (1) procedures; (2) copies of all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement; and (3) (if applicable) regularly updated schedule of program activities.
13. The Subgrantee shall obtain written permission from the City staff member prior to any change in the approved budget or program plans following Omni Circular §200.308(C) (increase or decrease) of ten percent (10%) of the line item's budget or \$500, whichever is less, to any account under the SU BRECIPIENT's line item budget. In order for the City to approve such a request, Subgrantee's written request shall contain, at a minimum: (1) the reason and justification for the change; (2) the amounts to be changed; and (3) a description of which line items are affected. Changes made without the City's prior approval may result in non-reimbursement of expenditures from those affected line items.
14. Subgrantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any CDBG cash advances. Subgrantee shall comply with the bonding and insurance requirements of the Omni Circular 200.310 and 200.325, Insurance and Bonding requirements.

15. Subgrantee further agrees to maintain written standards of conduct covering conflicts of interest, as outlined in the Omni Circular § 200.318(c)(1) & (2). These standards of conduct will include language stating that no employee, officer, or agent will participate in the selection, award or administration of a contract supported by CDBG funds, if that employee, officer or agent has a real or apparent conflict of interest. Conflicts of interest arise if the employee, officer, agent, the immediate family member of such a person, the partner of such a person, or an organization which employs such a person or is about to employ such a person, has any financial or other interest in or may gain a tangible personal benefit from a firm considered for a contract. Such officers, employees or agents of the Subgrantee may not solicit nor accept anything of monetary value from contractors or subcontractors, unless it is an unsolicited gift of nominal value which would in no way influence the recipient to engage in conduct which would amount to a conflict of interests. The written standards shall also include standards of conduct covering organizational conflicts of interest, in which the Subgrantee may be unable or appears to be unable to be impartial in conducting procurement actions due to relationships between the Subgrantee and relationships with a parent company, affiliate, or subsidiary organization. The written standards provided by the Subgrantee will include disciplinary actions to be applied for violations of such standards.
16. As a non-governmental entity, SUBRECIPIENT shall comply with the regulations, policies, guidelines, requirements and standards of federal OMB 2 CFR Chapter I, Chapter II, Part 200, et al, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards; Final Rule" Omni Circular, as specified in this paragraph:
- Subpart B - "General";
  - Subpart C - "Pre-Federal Award Requirements and contents of Federal Awards," except for §§200.203 Notices of funding opportunities, 200.204 Federal awarding agency review of merit of proposals, 200.205 Federal awarding agency review of risk posed by applicants, and 200.207 Specific conditions, which are required only for competitive Federal awards,
  - Subpart D - "Post Federal Award Requirements Standards for Financial and Program Management," except for:
    1. Section 200.305 "Payment." The CITY shall follow the standards of paragraph 85.20(b)(7) and 85.21 in making payments to SUBRECIPIENT;
    2. Section 200.306, "Cost Sharing and Matching";
    3. Section 200.307, "Program Income." In lieu of paragraph 200.307, SUBRECIPIENT shall follow CDBG program regulations at 570.504 regarding Program Income;
    4. Section 200.308, "Revision of Budget and Program Plans";
    5. Section 200.311, "Real Property." In lieu of 200.311, CDBG SUBRECIPIENT shall follow CDBG program regulations at 570.505, Use of Real Property;



6. Section 84.34(g) "Equipment." In lieu of the disposition provisions of paragraph 84.34(g), the following applies:
  - i. In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
  - ii. Equipment not needed by the SUBRECIPIENT for CDBG activities shall be transferred to the City for the CDBG program or shall be retained after compensating the recipient;
7. Section 84.51(b), (c), (d), (e), (f), (g), and (h), "Monitoring the Reporting Program Performance";
8. Section 84.52, "Financial Reporting";
9. Section 84.53(b), "Retention and Access Requirements for Records," applies with the following exceptions:
  - i. The retention period referenced in paragraph 84.53(b) pertaining to individual CDBG activities shall be five years following grant close out; and
  - ii. The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520 in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
10. Section 84.61 "Termination". In lieu of the provision of 84.61, SUBRECIPIENT shall comply with 570.503(b)(7) Suspension and Termination; and
  - Subpart D - "After-the Award Requirements", except for paragraph 84.71, "Closeout Procedures."
17. 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: \_\_\_\_\_



**Total No. of units - 33**  
 (= Approx. 10 units/acre)

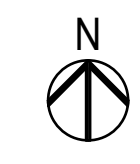
**Total No. of parking spots - 48**  
 33 Dedicated  
 13 Street (1 HC accessible)

- Type 1** (Yellow square) 1 br (1 story, approx. 840 gsf) - 9  
 (1 accessible, 1 adaptable, 1 HVI)  
 max. 14'-6" height
- Type 2.0** (Dark Green square) 2 br (1 story, approx. 990 gsf) - 6  
 (2 accessible, 1 adaptable)  
 max. 15'-6" height
- Type 2.1** (Teal square) 2 br (2 story, approx. 1216 gsf) - 6  
 max. 27'-0" height
- Type 3** (Orange square) 3 br (2 story, approx. 1483 gsf) - 12  
 (1 accessible if lift installed, 1 adaptable)  
 max. 24'-6" height

- (504) Type 504 Unit (2)
- (A) ANSI Type 1002 Accessible Unit (2)
- (B) Type B Adaptable Unit (3)
- (HVI) HVI Unit (1)
- (Circle with dot) Existing Trees

- (Green wavy line) Rain Gardens and Swales
- (Brown square) Concrete Paving
- (Grey square) Asphalt Paving

**1 SITE PLAN**  
 SCALE: 1" = 30'



I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY SUPERVISION AND THAT THEY COMPLY TO THE BEST OF MY KNOWLEDGE, WITH ALL THE BUILDING CODES AND ORDINANCES OF THE CITY OF URBANA, IL.

5/16/2016

Issue for PLUD Review

**LANDON BONE BAKER ARCHITECTS**  
 734 N. Milwaukee Avenue Chicago, IL 60642  
 p 312-988-8100 f 312-829-3302  
 www.landonbonebaker.com  
 © 2016 Landon Bone Baker Architects, Ltd.

**HIGHLAND GREEN**

Kerr Avenue and Highland Drive  
 Urbana, IL 61801

**1204**

Site Plan

**A-101**