

AN ORDINANCE
APPROVING AN URBANA HOME CONSORTIUM RECIPIENT AGREEMENT
(MENTAL HEALTH CENTER - SUPPORTIVE GROUP HOME)

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

WHEREAS, the Urbana HOME Consortium has received HOME Program funds from HUD for the period beginning July 1, 1996, and ending June 30, 1997, to increase affordable housing opportunities for low-income residents of Urbana, Champaign, and unincorporated Champaign County; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 1995-1999 (hereinafter the "Consolidated Plan") which budgets \$822,000 in Urbana HOME Consortium funds for the period beginning July 1, 1996 and ending June 30, 1997, including \$216,452 set aside for use by the City of Urbana in accordance with an Intergovernmental Agreement Concerning Administration of a Champaign/Urbana/Champaign County HOME Investment Partnerships Consortium executed on October 19-20, 1994 (hereinafter the "Intergovernmental Agreement"); and

WHEREAS, the Consolidated Plan authorizes funds for development of a housing facility for persons recovering from mental illness; and

WHEREAS, the Mental Health Center has been designated as a recipient of HOME funds for the Consortium for FY 1996-1997.

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

1. That the City of Urbana hereby approved the *Urbana HOME Consortium Recipient Agreement, Mental Health Center - Supportive Group Home*, a copy of which is attached hereto and incorporated herein by reference, and authorizes the Mayor of the City of Urbana to execute the same on behalf of the Urbana HOME Consortium.

2. This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the City Council of the City of Urbana, Illinois, at the regular meeting of said Council on the 19th day of May, 1997.

PASSED by the City Council this 19th day of May,

1997.

AYES: Huth, Kearns, Patt, Taylor, Whelan, Wyman

NAYS:

ABSTAINS:



Phyllis C. Clark by
Phyllis C. Clark, City Clerk
Deborah J. Roberts, Deputy Clerk

APPROVED by the Mayor this 27th day of May,

1997.

Tod Satterthwaite
Tod Satterthwaite, Mayor

25.00
3.00
28.00

97 R 1 3 3 4 1

DOC # _____
CHAMPAIGN COUNTY, ILL

'97 JUN 13 PM 1 58

Salvatore A. Pasca
RECORDER

GRANTOR

GRANTEE

DOCUMENT TYPE



DEPT. OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

Prepared By and Returned To:
Grants Management Division
City of Urbana
P.O. Box 946
Urbana, IL 61803-0946

**URBANA HOME CONSORTIUM
RECIPIENT AGREEMENT
MENTAL HEALTH CENTER -- SUPPORTIVE GROUP HOME**

This Recipient Agreement, made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation (hereinafter the "City"), and THE MENTAL HEALTH CENTER OF CHAMPAIGN COUNTY, an Illinois Not-For-Profit Organization (hereinafter the "Mental Health Center").

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 "HOME Program") to provide funds to states and local governments for affordable housing assistance with the flexibility to decide what kind of housing assistance or mix of housing assistance 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 U.S. Department of Housing and Urban Development (hereinafter "HUD") for purposes of receiving HOME funds in the name of the Urbana HOME Investment Partnerships Consortium (hereinafter "Urbana HOME Consortium") under provisions of Title II of the Cranston-Gonzales National Affordable Housing Act of 1990 as amended (42 U.S.C. 12701 et seq.) (hereinafter the "National Affordable Housing Act") and

WHEREAS, the Urbana HOME Consortium has received HOME Program funds from HUD for the period beginning July 1, 1996, and ending June 30, 1997, to increase affordable housing opportunities for low-income residents of Urbana, Champaign, and unincorporated Champaign County; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 1995-1999 (hereinafter the "Consolidated Plan") which budgets \$822,000 in Urbana HOME Consortium funds for the period beginning July 1, 1996, and ending June 30, 1997, including \$216,452 set aside for use by the City of Urbana in accordance with an Intergovernmental Agreement Concerning Administration of a Champaign/Urbana/Champaign County HOME Investment Partnerships Consortium executed on October 19-20, 1994 (hereinafter the "Intergovernmental Agreement"); and

WHEREAS, the Consolidated Plan authorizes funds for development of a housing facility for persons recovering from mental illness; and

WHEREAS, the City has the right and authority, pursuant to both the HOME Program and the Intergovernmental Agreement, to allocate a portion of its funds to the Mental Health Center for purposes of developing a supportive group home.

NOW THEREFORE, the parties hereby agree as follows.

1. The preamble set forth above is hereby incorporated and made a part of this Recipient Agreement.
2. The purpose of this Recipient Agreement is to provide a portion of the City's HOME Program funds to the Mental Health Center for development of a supportive group home for persons recovering from mental illness at 1707 South Cottage Grove, Urbana, Illinois.
3. The City agrees to provide the Mental Health Center Forty Thousand Dollars (\$40,000) in FY 1996-1997 HOME and local match funds for property acquisition and rehabilitation activities associated with the Project, in accordance with the National Affordable Housing Act.

If any of the following events occur, the Mental Health Center agrees to repay the City the full amount provided (up to \$40,000).

- A. A default by the Mental Health Center, its successors or assigns, under this Recipient Agreement or under any other document evidencing or securing the Project; or
 - B. The sale, conveyance, or transfer of ownership of the project by the Mental Health Center; or
 - C. Discontinuation of the Project as affordable housing for persons recovering from mental illness before the end of the Projects's 120th operating month, without prior written consent of the City and HUD.
4. The Mental Health Center authorizes the City, HUD, and the Comptroller General through any authorized representative to conduct on-site reviews, examine relevant records, and to conduct any procedure or practice necessary to assure compliance with this Recipient Agreement and the HOME Program Regulations at 24 CFR part 92.
 5. The Mental Health Center shall at all times observe and comply with all laws, ordinances, or regulations of Federal, State, and local governments which may in any manner affect the performance of this Recipient Agreement, including, but not limited to, the HOME Program Regulations at 24 CFR Part 92, Subparts F and H. The Mental Health Center shall be liable to perform all acts to the City in the same manner as the City performs these functions to the federal government except responsibilities for environmental

review under provisions of the National Environmental Policy Act of 1969 and related authorities at 24 CFR Parts 50 and 58 and intergovernmental review under Executive Order 12372 and as amended by Executive Order 12416.

6. The Mental Health Center shall not assign this Recipient Agreement nor any part thereof, and the Mental Health Center shall not transfer or assign any funds or claims due hereunder, without prior written approval of the City.
7. The Mental Health Center shall not request disbursement of HOME funds until HOME funds are needed to pay eligible costs of the Project and, in the case of FY 1996-1997 HOME funds no sooner than May 20, 1997. The amount of each such request shall not exceed the amount needed and shall be supported by appropriate documentation (i.e., receipts, invoices). The City shall process payment to the Mental Health Center within fourteen (14) calendar days of receipt of the request by the City. All checks shall be made payable to the Mental Health Center of Champaign County. All monies allocated under Section 3 of this Agreement shall be expended by the Mental Health Center by December 31, 1997. The Mental Health Center agrees that, to the greatest extent feasible, all expenditures made for the Project shall be made to Champaign County firms or individuals.
8. The allocation of funds by the City pursuant to this Recipient Agreement shall in no way obligate the City for any financial responsibility incurred by the project in excess of the funding pledged herein. The allocation of these funds shall in no way obligate the City to bear financial responsibilities for ongoing maintenance of the Project.
9. The Mental Health Center agrees to defend the City from and against any claims, suits or actions for death or injury to persons or damage to property brought against the City arising from any alleged claims, acts, or omissions in connection with this Recipient Agreement, including development of the Project, whether or not suit is filed, unless such claim, suit, or cause of action was based solely upon the negligence of the City, its employees, agents, or contractors. Additionally, the Mental Health Center shall indemnify the City for any sums the City becomes obligated to pay as damages arising out of such circumstances except to the extent such damages are due to the negligence of the City, its employees, agents, or contractors.
10. The Mental Health Center shall have full control of the ways and means of performing the services referred to herein. The Mental Health Center acknowledges and agrees that its employees, representatives, subcontractors, and agents may in no respect be considered employees of the City.

11. The Mental Health Center agrees to maintain the Project in compliance with applicable Housing Quality Standards and local housing and property maintenance code requirements. In addition, the Mental Health Center agrees to maintain the Project in compliance with the Lead Based Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR Part 35. The City's Housing Inspector shall perform annual inspections of the Project to ensure such compliance is upheld.
12. The Mental Health Center shall operate the Project in conformance with the Group Home Agreement, attached hereto and incorporated herein as *Exhibit 1*.
13. The Mental Health Center agrees to maintain financial and administrative records in accordance with applicable Federal guidelines and OMB circulars A-110, A-122, A-133 and 24 CFR Part 84 as applicable and to separately and accurately identify use of HOME funds pursuant to this Agreement.
14. The Mental Health Center agrees that there shall be no discrimination against any person who is employed in carrying out the Project, or against any applicant for such employment, because of race, color, religion, sex, age, national origin, or any other discrimination prohibited by Urbana law, including but not limited to employment, upgrading, demotion, or transfer; recruitment, advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Mental Health Center further agrees to the following.
 - A. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and HUD.
 - B. It shall furnish the City and HUD with information as they may require for the supervision of such compliance and will otherwise assist the City and HUD in the discharge of primary responsibility for securing compliance.
 - C. It shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City, or HUD.
 - D. It shall abide by local regulations cited in the Urbana Human Rights Ordinance regarding equal employment.
15. The Mental Health Center certifies the following with respect to this Recipient Agreement.
 - A. The Mental Health Center possesses legal authority to receive HOME Program funds from the City and to execute the Project as described herein.

- B. The governing body of the Mental Health Center has duly adopted or passes as an official act a resolution, motion, or similar action authorizing execution of this Recipient Agreement including all understandings and assurances contained herein, and directing and designating the authorized representative of the Mental Health Center to act in connection with this Recipient Agreement and to provide such additional information as may be required.
 - C. As a recipient of HOME Program funds, the Mental Health Center agrees to give maximum feasible priority to very low-income persons when administering the Project described herein.
 - D. The Mental Health Center will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Mental Health Center receives federal financial assistance. The Mental Health Center shall immediately take any measure necessary to effectuate this assurance.
 - E. The Mental Health Center will comply with Executive Order 11246 and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally-assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
 - F. The Mental Health Center 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.
16. The Mental Health Center agrees that if the City determines that the Mental Health Center has not complied with or is not complying with any provision of this Recipient Agreement and so notifies the Mental Health Center by written notice of said violations in accordance with Section 18 of this Recipient Agreement and the Mental Health Center fails to correct said violations within thirty (30) days from receipt of said written notice, the City may terminate this Recipient Agreement by written notice and may take any other action as may be permitted pursuant to this Recipient Agreement.
17. In the event the Mental Health Center defaults under any of the provisions of this

Recipient Agreement and the City should employ attorneys or incur other costs for the collection of payments due under this Recipient Agreement, the Mental Health Center agrees that it will pay the City reasonable fees for such attorneys and other costs incurred by the City to enforce the terms of this Recipient Agreement.

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

TO THE CITY: Bruce R. Stoffel, Manager
 Grants Management Division
 115 West Main Street, Suite 200
 P.O. Box 946
 Urbana, Illinois 61801

TO THE
MENTAL HEALTH
CENTER: Alexandria Lewis, Chief Executive Officer
 Mental Health Center of Champaign County
 1801 Fox Drive
 P.O. Box 1640
 Champaign, Illinois 61824-1640

19. This Recipient Agreement shall be binding upon the City and the Mental Health Center, their successors and assigns, for a period of ten years from the date of issuance of a Certificate of Occupancy for the Project by the City's Building Safety Division Manager. This Recipient Agreement shall be effective as of the date executed by the City.
20. This Recipient Agreement shall be binding upon the City and the Mental Health Center, their successors, and assigns, for a period of ten years from the date of issuance of a Certificate of Occupancy for the Project by the City's Building Safety Manager. This Recipient Agreement shall be effective as of the date executed by the City.

97R13341

CITY OF URBANA

BY:

DATE:

ATTEST:

MENTAL HEALTH CENTER OF CHAMPAIGN COUNTY

BY:

DATE:

ATTEST:

[Signature]

5-16-97

[Signature]

[Signature] Roberts, Deputy Clerk

Alexandra W. Lewis, Alexandria W. Lewis CEO

June 6, 1997

[Signature]

Exhibit 1: Group Home Agreement

Exhibit 2: Budget

Exhibit 3: Site Photo

97R13341

Exhibit 1

Group Home Agreement

**Champaign County Mental Health Center
Cottage Grove Agreement**

The Group Home Program is a treatment program which provides treatment for individuals with long term mental illness. The goal of the program is to teach living skills so that participants may be able to live in more independent situations.

I. Nature of Agreement to receive treatment from the Program:

Participants in the residential treatment program will actually reside at the facility. This residence is necessary as part of the treatment involved and does not create any rights for the resident regarding the right to occupy the treatment facilities except as provided in this agreement. The parties expressly state and understand that the residents are not tenants of the Mental Health Center of Champaign County (MHCCC) nor are they tenants or sub-tenants of the owner of the premises where the residential treatment facility is located.

II. Discharge From the Program:

A. MHCCC may discharge residents from the treatment program through the following determinations made during an Interdisciplinary Treatment Team Meeting arranged by the Residential Supervisor or Manager.

1. The Resident does not need the continued treatment services of the program because:
 - a. The individual can live in the community (30 days notice is to be given),
 - b. The individual needs other treatment services, or
 - c. The individual is not participating in the program.
2. A resident with the ability to pay is not paying their residential fee.
3. A resident is purposefully destructive of their room or areas of the house.
4. A determination is made by the Residential Supervisor/Manager that continued residence by the resident will not be in the best interests of the resident's physical or mental health and /or general well-being. The Residential Supervisor or Manager will hold an Interdisciplinary Team Meeting prior to the discharge decision.
5. A determination is made by the Residential Supervisor/Manager that continued residence by the resident is not in the best interest of the other residents in the program and/or the Mental Health Center of Champaign County and /or other third parties who are adversely affected by a resident. The Residential Supervisor or Manager will hold an Interdisciplinary Team Meeting prior to the discharge decision.
6. A determination is made by the Residential Supervisor/Manager that continued residence should, for some other good cause, not here enumerated, be terminated, said determination of good cause being discussed in an Interdisciplinary Team Meeting prior to the discharge decision when possible.

B. If a decision is made to discharge a resident from the treatment program, the Residential Supervisor/Manager shall determine, with involvement from the members of the treatment team, how soon that termination will be effective, that is, when the resident must physically leave the residential treatment facilities where he or she is residing.

- C. The MHCCC shall attempt to furnish adequate and reasonable notice to a resident who is required to vacate the treatment program facility whenever possible. The Residential Supervisor/Manager shall have the discretion to determine whether and when such discharge and termination must, in the best interest of the resident or other patients or other persons, be effective immediately. In that event, the Residential Supervisor/Manager shall have the authority to effect the immediate discharge of a resident from the program and the physical removal of the resident from the treatment facility. In this case an Interdisciplinary Team Meeting is to take place as soon as possible following the removal of the individual.
- D. A resident has the right to appeal a discharge decision. a written appeal is encouraged to the Director of Rehabilitation Services; and then, to the Chief Operating Officer, and then, to the Chief Executive Officer. However, that the fact of an appeal shall not extend, delay or continue the effective date of discharge of a resident if the Residential Supervisor/Manager has determined that continued residency during the appeal process is contrary to the best interest of the resident, other residents, or other persons, said determination being in the sole discretion of the Residential Supervisor/Manager.

III. Program Fee:

- A. A residential fee is assessed to cover a portion of the cost of housing and utilities. This fee is based in part on the client's ability to pay. The fees are assessed as follows:

Rent: Not to exceed 30% of adjusted income.

Program: Not to exceed 40% of income and includes: Utilities; food; use, maintenance, and repairs of all onsite furnishings or equipment; lawn care and snow removal; telephone; telephone line and free local calls; TV, VCR, and cable in the living room; all kitchen-wares and equipment; bathroom linens and cleaning supplies; bed linens; use of onsite laundry facilities and laundry supplies.

This fee will be adjusted if a resident's monthly income changes by more than \$25.00. The fee will be pro-rated if a resident leaves or enters the program during the month.

- B. Retroactive entitlement payments will result in a fee assessment for the months for which the resident received retroactive payments.
- C. The fee for the month is due by the 5th of each month. It is to be paid by check or money order to the MHCCC and stamped addressed envelopes are available at the Group Home for resident's convenience. A monthly bill will not be sent. There will be a late charge for payments received after the 5th of the month.
- D. Failure to pay by the 10th of the month will result in a written notice stating that payment of the Residential Fee is required for continued residency in the program, unless the resident negotiates a payment plan with the Residential Supervisor/Manager.

IV. Rules of the Program:

To be a resident of the Group Home Program, I agree to the following rules:

1. I agree to participate with MHCCC staff in planning and carrying out a plan designed to promote progress toward independent living.
2. I agree to attend weekly residential meetings.

97R13341

3. I agree to pay the Residential Fee by the 5th of each month.
4. I agree to the Group Home curfew of 11:00 p.m. Sunday through Thursday and midnight on Friday and Saturday, unless my treatment plan is set for different time frames. I further agree to inform Group Home staff of my whereabouts.
5. I agree to take prescribed medications as directed.
6. I agree to attend a structured day activity regularly.
7. I agree not to have alcohol or illicit drugs on the premises and not to be intoxicated on the premises.
8. I agree to be responsible for all expenses incurred form personal telephone calls.
9. I agree not to have overnight visitors.
10. I agree to be considerate of others regarding noise.
11. I agree not to use violence or threats of violence and understand that no weapons of any kind are permitted on the premises.
12. I agree not to have any pets on the premises.
13. I agree to remove my personal possessions within 30 days of discharge.
14. I agree to keep my room neat and orderly and to perform household chores and cooking as assigned.
15. I agree not to engage in sexual activities on the premises.
16. I agree not to steal.
17. I agree to comply with all requests and directions hereinafter furnished to me by the Residential Supervisor or Residential Manager and any other employees of the MHCCC who has participatory authority in my treatment program.
18. I agree that I do not have the Rights of a Tenant under Illinois Law, but rather only those contractual rights set forth in this agreement.

Residential Supervisor/Manager

Resident

Date

Date

97R13341

**Mental Health Center of Champaign County
Cottage Grove Rent and Program Fee Agreement**

Name: _____

Location: 1707 Cottage Grove
Urbana, IL 61801

Entrance Date: _____

A residential fee is assessed to cover the cost of housing, utilities, and household needs. This fee is based in part on client ability to pay. The fees are assessed as follows:

Rent: Not to exceed 30% of adjusted income

Program: Not to exceed 40% of income and includes: Utilities; food; use, maintenance, and repairs of all onsite furnishings or equipment; lawn care and snow removal; telephone; telephone line and free local calls; TV, VCR, and cable in the living room; all kitchen-wares and equipment; bathroom linens and cleaning supplies; bed linens; use of onsite laundry facilities and laundry supplies.

This fee will be adjusted if your monthly income changes by more than \$25.00.

The fee will be prorated if a resident leaves or enters the program during the month.

Retroactive entitlement payments will result in an increased fee assessment for the months for which you receive retroactive payments.

Fee Payment:

The fee for the month is due by the 5th of each month. Check's or money orders are to be made payable to the Mental Health Center and mailed to the Residential Offices at 1105 N. Carroll Avenue, Urbana, IL 61802. Stamped, addressed envelopes are available at the Group Home for residents' convenience. A monthly bill will not be sent. There will be a \$5.00 late charge for payments received after the 5th of the month.

Failure to pay by the 10th of the month will result in a written notice stating that payment of the Residential Fee is required for continued residency in the program, unless the resident negotiates a payment plan with the Residential Supervisor.

I have read and understand these policies. My monthly income is \$ _____. I agree to pay \$ _____ per month by the 5th of each month.

Prorated Fee (if applicable) \$ _____

Dates: _____

Supervisor

Resident Signature

Date: _____

Date: _____

97R13341

Exhibit 2

Budget

97R13341

MENTAL HEALTH CENTER OF CHAMPAIGN COUNTY

ESTIMATED COTTAGE GROVE SUPPORTIVE GROUP HOME BUDGET

Down payment on 1707 South Cottage Grove: \$30,000

Projected Renovation Costs \$10,000

Renovations include the following work:

- *Electrical Work (awaiting bid/proposal)
- *4 windows and labor to install (\$1,890.25)
- *Replace warped siding on south wall and prime and paint verbal bid (\$1,560.44)
- *Repair and Replace Shingles on roof (awaiting bid proposal)
- *Landscaping work to remove bushes and add mulch and rock where needed (awaiting bid proposal)

TOTAL: \$40,000

Exhibit 3

Site Photo

97R13341

