

ORDINANCE NO. 9697-99

AN ORDINANCE
APPROVING AN AMENDMENT TO AN URBANA HOME CONSORTIUM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION AGREEMENT
(ICCI - HomeBuild Program)

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 the purpose of receiving HOME Investment Partnership (hereinafter "HOME") Program funds in the name of the Urbana HOME Consortium; and

WHEREAS, the Urbana HOME Consortium has received HOME Program funds from HUD for the period beginning July 1, 1995, and ending June 30, 1996, and for the period beginning July 1, 1996, and ending June 30, 1997; and

WHEREAS, HUD has notified the Urbana HOME Consortium of its intent to grant additional HOME Program funds to the Urbana HOME Consortium for the period beginning July 1, 1997, and ending June 30, 1998; and

WHEREAS, HOME Program regulations require that 15 percent of each annual HOME Program allocation granted to the Urbana HOME Consortium be set aside for use only by eligible Community Housing Development Organizations; and

WHEREAS, on April 22, 1996, the City, acting as lead entity for the Urbana HOME Consortium, and ICCI entered into an Urbana HOME Consortium Community Housing Development Organization Agreement which pledges Urbana HOME Consortium funds to ICCI as an eligible Community Housing Development Organization, said funds to be used by ICCI for downpayment grants and administrative expenses related to its HomeBuild Program; and

WHEREAS, the City and ICCI now desire to amend said Community Housing Development Organization Agreement to allow additional uses of administrative funds granted to ICCI in said Community Housing Development Organization Agreement.

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

Section 1. That the City of Urbana, acting on behalf of the Urbana HOME Consortium, hereby approves an amendment to the Urbana HOME Consortium Community Housing Development Organization Agreement, Illinois Center for Citizen Involvement, a copy of which is attached hereto and incorporated herein by reference, and authorizes the Mayor of the City of Urbana to execute the same on behalf of the City of Urbana.


Section 2. This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of a majority of the members of the City Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 3 day of March, 1997.

PASSED by the City Council this 3 day of March, 1997.

AYES: Hayes, Kearns, Patt, Pollock, Ryan


NAYS: Whelan

ABSTAINS:



Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 7th day of March, 1997.



Tod Satterthwaite, Mayor

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

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

WITNESSETH:

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 Partnership (hereinafter "HOME") Program funds in the name of the Urbana HOME Consortium under provisions of Title II of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 *et seq.*) (hereinafter the "National Affordable Housing Act"); and

WHEREAS, the Urbana HOME Consortium has received HOME Program funds from HUD for the period beginning July 1, 1995, and ending June 30, 1996, 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 \$798,000 in Urbana HOME Consortium funds for the period beginning July 1, 1995, and ending June 30, 1996, including \$119,700 set aside for use by Community Housing Development Organizations (hereinafter "CHDOs") in accordance with an Intergovernmental Agreement Concerning Administration of a Champaign/Urbana/Champaign County HOME Investment Partnerships Consortium executed on October 19-20, 1994 (hereinafter the "Intergovernmental Agreement"); and

WHEREAS, the Consolidated Plan promotes expansion of home ownership opportunities and recommends the City expand home construction opportunities for low-income households; and

WHEREAS, ICCI has been designated as a recipient of CHDO funds for the Urbana HOME Consortium for FY 1995-1996; and

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

WHEREAS, the City has the right and authority, pursuant to both the HOME Program and the Intergovernmental Agreement, to provide down payment grants to very low- and low-

income households for housing construction and to allocate a portion of its CHDO funds to ICCI for personnel expenses necessary to coordinate and market the HOMEBUILD Program (hereinafter the "Project").

NOW, THEREFORE, the parties hereby agree as follows.

1. **Preamble** The preamble set forth above is hereby incorporated and made part of this Community Housing Development Organization Agreement (hereinafter "Agreement").
2. **Purpose** The purpose of this Agreement is to pledge a portion of City HOME Program funds for down payment grants to income-eligible households purchasing single-family residences constructed by ICCI in accordance with this Agreement and to provide ICCI with administrative funds to coordinate the Project.
4. **Down Payment Grants** The City pledges to provide up to One Hundred Twenty Thousand Dollars (\$120,000) to eligible buyers of houses constructed by ICCI pursuant to this Agreement as follows: The City agrees to provide a \$10,000 nonrepayable down payment grant to six prospective buyers of houses constructed by ICCI through the Project with income at or below 50 percent of median family income (four in Urbana, two in Champaign), a \$7,500 nonrepayable down payment grant to four prospective buyers of houses constructed by ICCI through the Project with income greater than 50 percent of median family income but not more than 65 percent of median family income (two in Urbana, two in Champaign), and a \$5,000 nonrepayable down payment grant to six prospective buyers of houses constructed by ICCI through the Project with income greater than 65 percent of median family income but not more than 80 percent of median family income (two in Urbana, four in Champaign). The down payment grant shall be utilized to reduce mortgage financing costs to very low- and low-income buyers.

The City will disburse down payment grant monies directly to a participating financial institution providing the buyer with mortgage and construction financing when the following conditions have been met.

- A. The City receives written verification from a participating financial institution that first mortgage financing has been committed to the buyer.
- B. The City receives written verification that a Certificate of Occupancy has been issued for a completed house by the Building Safety Division of the City of Urbana, Illinois.
- C. The City receives written certification of income for the household seeking down payment assistance, said certification verifying eligibility of the household for down payment assistance through the Project.

5. **Restrictions on Subsequent Sales of Certain Units** The City and ICCI agree that, to the extent allowable by law, the warranty deed to any house receiving funds pursuant to this Agreement shall include a provision restricting subsequent sales of said house to a family having income at or below 80 percent of the median family income for a period of five years from the date of the deed transferring title from ICCI to the first home owner. This deed restriction shall not apply to properties repossessed by a Financial Institution as a result of foreclosure proceedings.
6. **Administrative Disbursements** The City pledges to disburse Seventy Thousand One Dollars (\$70,001) to ICCI for administrative expenses described in Exhibit 1, attached hereto and incorporated herein, as follows: Ten Thousand Five Hundred Seventy Five Dollars (\$10,575) in FY 1995-1996 HOME CHDO funds, Thirty Four Thousand Nine Hundred Eighty Eight Dollars (\$34,988) in FY 1996-1997 HOME CHDO funds, and Twenty Four Thousand Four Hundred Thirty Eight Dollars (\$24,438) in FY 1997-1998 HOME CHDO funds. ICCI shall not request disbursement of HOME funds until HOME funds are needed to pay eligible costs related to the Project. The amount of any request for administrative funds shall not exceed the amount needed and shall be supported by appropriate documentation (i.e. payroll documentation, receipts, invoices). The City shall make payment to ICCI within fourteen (14) calendar days of receipt of a complete and acceptable request by the City. The City reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to Illinois Center for Citizen Involvement. All monies allocated in this Section shall be expended by ICCI by April 30, 1998.
7. **Financial Responsibility** The allocation of funds by the City pursuant to this Agreement shall in no way obligate the City for any financial responsibility incurred by the Project in excess of the funding pledged herein.
8. **Equal Employment** ICCI agrees that there shall be no discrimination against any person who is employed in carrying out the Project, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Urbana law, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ICCI further agrees to the following.
 - A. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and HUD.
 - B. It shall furnish the City and HUD with information as they may require for the supervision of such compliance and will otherwise assist the City and HUD in the discharge of primary responsibility for securing compliance.

- C. It shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City, or HUD.
 - D. It shall abide by the Urbana Human Rights Ordinance regarding equal employment.
9. **Certifications** ICCI represents the following with respect to this Agreement.
- A. ICCI possesses legal authority to receive HOME Program funds from the City and to execute the Project as described herein.
 - B. The governing body of ICCI 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 ICCI to act in connection with this Agreement and to provide such additional information as may be required.
 - C. ICCI, its successors and assigns, agrees to develop and operate the Project in accordance with HOME Program regulations promulgated at 24 CFR Part 92, with applicable building codes, and with the Processes/Procedures attached hereto and incorporated herein as *Exhibit 2*.
 - D. ICCI acknowledges it will match HOME funds disbursed by the City for down payment assistance pursuant to this Agreement with Affordable Housing Trust Fund monies received from the Illinois Housing Development Authority. ICCI further acknowledges its intent to file an application with the Federal Home Loan Bank of Chicago for \$40,000 in additional down payment assistance funds by April 15, 1996.
 - E. ICCI agrees to give maximum feasible priority to very low-income persons when administering the Project described herein.
 - F. ICCI shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of federal funds for the Project. ICCI agrees to maintain financial records in accordance with applicable Federal guidelines; OMB circulars A-110, A-122, and A-133; the following requirements of 24 CFR Part 84: 84.2, 84.5, 84.13, 84.16, 84.21, 84.22, 84.26 - 84.28, 84.30, 84.31, 84.34 - 84.37, 84.40 - 84.48, 84.51, 84.60 - 84.62, 84.72, and 84.73. ICCI shall separately and accurately identify use of HOME funds pursuant to this Agreement.
 - G. ICCI shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and

the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ICCI receives federal financial assistance.

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

If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- K. ICCI shall give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the Project.
- L. ICCI authorizes the City and HUD to conduct on-site reviews, examine personnel records, and to conduct any other procedure or practice necessary to assure

compliance with this Agreement. ICCI will ensure all documents related to this Project shall be kept for a period of five years.

- M. ICCI shall at all times observe and comply with all laws, ordinances, or regulations of Federal, State, and local governments which may in any manner affect the performance of this Agreement. ICCI shall be liable to perform all acts to the City in the same manner as the City performs these functions to the Federal government.
 - N. ICCI shall be responsible for any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, subcontractors, or agents of ICCI, 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 ICCI 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.
 - O. ICCI shall have full control of the ways and means of performing the services referred to herein. ICCI acknowledges and agrees that its employees, representatives, subcontractors, and agents may in no respect be considered employees of the City.
 - P. ICCI agrees that, to the greatest extent feasible, all construction-related expenditures made for the Project shall be made to Champaign County firms or individuals.
10. **Prohibition Against Lobbying.** ICCI acknowledges that no funds disbursed pursuant to this Agreement shall be used to finance lobbying activities. Furthermore, ICCI acknowledges that no ICCI employee funded in whole or part pursuant to this Agreement shall engage in lobbying activities at any time during the term of this Agreement. For purposes of this Agreement the term "lobbying activities" shall include the following.
- * any activity related to the election or appointment of an individual to public office, including, but not limited to,
 - contributions to campaign funds
 - Solicitation in an attempt to influence the outcome of an election for public office
 - preparation and dissemination of campaign materials
 - * sponsorship of candidate forums

- * sponsorship of voter registration drives
- * provision of transportation to polling places
- * contributing financially to elected or appointed public officials in an attempt to influence legislation
- * hiring an individual or individuals to represent an organization and/or its position before elected or appointed public officials .

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

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

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

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

13. **Contingencies** This Agreement, including the provision of funds by the Urbana HOME Consortium for the Project as described herein, is contingent upon the following.
- A. Receipt of FY 1996-1997 HOME Program funds by the Urbana HOME Consortium in an amount not less than \$600,000.
 - B. Receipt of FY 1997-1998 HOME Program funds by the Urbana HOME Consortium in an amount not less than \$600,000.
 - C. Approval by the City of Champaign, Illinois, of an Urbana HOME Consortium Community Housing Development Organization Agreement, as evidenced by a certified copy of an ordinance authorizing said funds adopted by the City Council of the City of Champaign, Illinois.

- D. Donation by the City of Champaign, Illinois, of eight lots to ICCI for the Project, as evidenced by a certified copy of an ordinance or a resolution authorizing said lot donation adopted by the City Council of Champaign, Illinois.
 - E. Donation by the City of Urbana, Illinois, of eight lots to ICCI for the Project, as evidenced by a certified copy of an ordinance or a resolution authorizing said lot donation adopted by the City Council of Urbana, Illinois
14. **Assignment** ICCI shall not assign this Agreement, nor any part thereof, without prior written approval of the City.
 15. **Modification** No modification of this Agreement, including modification of the administrative budget in Exhibit 1, shall be effective unless in writing and executed by the parties hereto.
 16. **Termination** Unless otherwise extended through a modification, this Agreement shall terminate on April 30, 1998.
 17. **Execution of Agreement.** This Agreement shall be binding upon the City and ICCI, their successors and assigns, and shall be effective as of the date executed by the Mayor and attested by the City Clerk.

CITY OF URBANA

BY: Tom Sattethwaite

DATE: April 4, 1997

ATTEST: Eugenia W. Hilligoss

ILLINOIS CENTER FOR CITIZEN INVOLVEMENT

BY: Frank J. De

DATE: April 7, 1997

ATTEST: Eugenia Hilligoss



Exhibit 1: ICCI's Personnel and Operating Budget for Credit Assistance and Outreach Project

Exhibit 2: Processes/Procedures for the HOMEBUILD Program

Exhibit 3: Job Description for Outreach Marketing Coordinator

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Exhibit 1

ICCI's Personnel and Operating Budget for Credit Assistance and Outreach Project

Illinois Center for Citizen Involvement

HOME Budget CHDO Operating Costs FY'96 through FY'98

	FY'96 <i>3 Months</i>	FY'97 <i>12 Months</i>	FY'98 <i>9 Months</i>	Total <i>24 Months</i>
<i>Personnel</i>				
Project Director (.12 - .37 FTE)*	\$2,500	\$4,150	\$2,500	\$9,150
Outreach/Marketing Coordinator (1 FTE)	\$4,750	\$19,000	\$14,250	\$38,000
	\$7,250	\$23,150	\$16,750	\$47,150
Fringe (25%)	\$1,810	\$5,788	\$4,188	\$11,785
Total Personnel	\$9,060	\$28,938	\$20,938	\$58,935
<i>Operating Costs</i>				
Marketing/Advertising	\$0	\$2,000	\$1,000	\$3,000
Travel	\$65	\$250	\$150	\$465
Overhead (Rent/Utilities/Phone)	\$450	\$1,800	\$1,350	\$3,600
Equipment Usage	\$1,000	\$2,000	\$1,000	\$4,000
Total Operating	\$1,515	\$6,050	\$3,500	\$11,065
TOTAL EXPENSES	\$10,575	\$34,988	\$24,438	\$70,000 \$ 70,001

* The Project Director will be more involved in this project in its early stages, with a FTE of .37 in FY'96, .15 in FY'97 and .12 in FY'98.

Illinois Center for Citizen Involvement

HOME Budget

Revised Budget for FY '97

	Initial FY'97 <i>12 Months</i>	Revised FY'97 <i>12 Months</i>	Difference FY'97 <i>12 Months</i>
<i>Personnel</i>			
Project Director	\$4,150	\$5,700	\$1,550
Outreach/Marketing Coordinator	\$19,000	\$16,625	(\$2,375)
	<u>\$23,150</u>	<u>\$22,325</u>	<u>(\$825)</u>
Fringe	\$5,788	\$3,193	(\$2,595)
Total Personnel	<u>\$28,938</u>	<u>\$25,518</u>	<u>(\$3,420)</u>
<i>Operating Costs</i>			
Marketing/Advertising	\$2,000	\$500	(\$1,500)
Travel	\$250	\$100	(\$150)
Overhead (Rent/Utilities/Phone)	\$1,800	\$1,800	\$0
Equipment Usage	\$2,000	\$2,000	\$0
Legal Fees	\$0	\$2,800	\$2,800
Property Maintenance	\$0	\$1,500	\$1,500
Insurance	\$0	\$370	\$370
Postage	\$0	\$100	\$100
Supplies	\$0	\$300	\$300
Total Operating	<u>\$6,050</u>	<u>\$9,470</u>	<u>\$3,420</u>
TOTAL EXPENSES	\$34,988	\$34,988	\$0

Exhibit 2

Processes/Procedures for the HOMEBUILD Program

The following financial institutions are participating in the second phase of the HOMEBUILD program (13 newly constructed single-family residences).

BankChampaign (2 loans)
BankIllinois (2 loans)
Busey Bank (2 loans)
Central Illinois Bank (2 loans)
First Mutual Bank (2 loans)
First of America Bank (2 loans)
Kankakee Federal Savings Bank (1 loan)

Note: The remaining three homes to be built in the first phase of the HOMEBUILD program (eight newly constructed single-family residences) will also adhere to the following process/procedures. These three homes will be financed by Busey Bank (2 loans) and BankIllinois (1 loan).

Process/Procedures for the HOMEBUILD Program

1. All inquiries regarding the HOMEBUILD Program will be referred to the Illinois Center for Citizen Involvement (ICCI). Prospective applicants will be prescreened by a representative of ICCI.
2. If a person appears to meet income/credit requirements for the HOMEBUILD Program (see attached debt/income guidelines), an ICCI representative will arrange a meeting with one of the participating financial institutions. Prospective buyers may choose from any of the participating banks yet to finance one home under the Program. Once all banks have closed one loan, the prospective buyer may choose from any bank eligible for two loans.
3. The loan officer will lock in a fixed interest rate at the current market rate at the time of loan application.
4. After an application is approved, the financial institution will contact ICCI and provide ICCI with the applicant's verified income. ICCI will keep a register of applicant income and a current list of loans approved/closed. Financial institutions will also contact ICCI for information regarding the number of very low-income (< 50% MFI) versus low-income loans (50-80% MFI) remaining under the program.
5. A buyer will be required to contribute \$300 of their own monies toward purchase of their home. This \$300 may be paid to the financial institution in installments prior to closing or in a lump sum at closing.

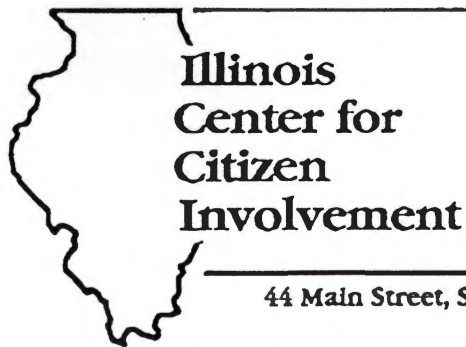
6. ICCI will inform the buyer about the next available session of Parkland College's Home Buyer's Seminar. The cost of this seminar will be paid by the prospective home buyer.
7. ICCI will schedule and attend a meeting between the buyer and the project architect, Severns, Reid & Associates, Inc. to choose a house design, etc.
8. For each home to be built, a construction agreement between Urban League and ICCI will be provided to the participating financial institution. This agreement will be provided to the financial institution no later than 30 days prior to closing of the construction loan between the bank and ICCI.
9. A construction loan will be between the bank and ICCI and shall not exceed 120 days in length. Construction financing will be provided by the financial institution pledging permanent financing to a buyer. ICCI will provide the participating financial institution with the following documents at least 30 days prior to closing of the construction loan: 1) a full set of plans showing floor plan and elevations. 2) a sworn contractor's affidavit with estimated costs. 3) the contract between the builder and borrower. 4) issuance of a builder's risk insurance policy, paid for by the home buyer. Each bank will defer payment of construction interest until closing of the first mortgage loan to the home buyer.
10. An appraisal of each home will be completed by a local appraiser approved by participating banks. The appraiser will establish the value based on the plans and specifications provided. A reduced appraisal fee is being negotiated. This cost will be included in the mortgage loan.
11. The City of Champaign and the City of Urbana will transfer ownership of sixteen vacant lots to ICCI (eight lots per city). The cities will provide relevant utility, easement, and elevation information to ICCI at the time transfer of title is completed.
12. ICCI will prepare all paperwork necessary (e.g. deed, green sheet) to transfer a buildable lot to the buyer at the time of closing of first mortgage financing between the bank and the borrower.
13. During construction, inspections will be conducted by staff from Severns, Reid, & Associates no more than twice a month. A written report will be submitted to ICCI and the participating bank within one week of the inspection.
14. Construction payouts will be made through Allied Title Services, Inc. at a cost of \$200 per house. This cost will be paid by the buyer at the time of closing of the first mortgage loan between the bank and the borrower.
15. A contractor's verified sworn statement/affidavit will be submitted by Severns, Reid, &

Associates to Allied Title prior to disbursement of construction loan monies. Severns, Reid & Associates will forward a copy of this information to ICCI.

16. There will be three construction-related disbursements per project. Before disbursement of each construction payout, a local appraiser approved by participating banks will complete an inspection of the project and verify the payout amount requested in the contractor's verified statement/affidavit. Allied Title will not release monies until the appraiser agrees the amount of work completed justifies the money being requested. Allied Title will then issue checks to each subcontractor certified to receive payment. The cost for three inspections by the appraiser will be approximately \$150 (\$50 per draw). A payout will be made no more than once monthly. The appraisal inspection cost will be paid by the borrower at closing of the mortgage loan.
17. At closing, ICCI will advise the home buyer when the one year warranty begins and ends. ICCI will also advise the home buyer to contact their office when they have construction-related items needing repair during the one year warranty period. ICCI will coordinate correction of repair items with Urban League.
18. Once a Certificate of Occupancy for a completed home has been obtained, Urban League will forward all file documentation regarding house construction to ICCI. Copies of all Urban League project notes, architect inspection reports, construction payout information, and lien waivers should be a part of this file. All inquiries regarding a project after house completion shall be referred to ICCI. Each project file will need to be maintained for five years after project completion.
19. Any application denied by a financial institution for this program will be reviewed at the next scheduled monthly meeting by Federal Home Loan Bank program participants, cities of Champaign and Urbana staff, ICCI personnel and Urban League representatives.

Exhibit 3

Job Description for Outreach Marketing Coordinator



*Promoting the public interest
through citizen participation*

44 Main Street, Suite 208 Champaign, Illinois 61820 (217) 352-6533

**ICCI(COMMUNITY HOUSING DEVELOPMENT
ORGANIZATION)
HOUSING MARKETING SPECIALIST(JOB DESCRIPTION)**

1. TITLE: Housing Marketing Specialist
2. SALARY ADMINISTRATIVE: Commensurate with Duties Assigned
3. QUALIFICATION AND DUTIES:
 - a. Educational Level: High School Diploma/
Community Organizing Skills/or Business Skills
 - b. Work Experience: A minimum of three years of community organizing services. Business or related public services work.
 - c. Applicants: Must be able to work flexible hours evening and nights. Applicants must have a valid Illinois Driver license and own a car. Must demonstrate leadership skills, be a self starter with abilities to organize neighborhoods, and persons around issues relate to job performance
Must demonstrate a functional knowledge of local governments banking institutions, and marketing principals, housing construction. Must have typing and computer skills, with at least three years of public presentations skills.
4. Duties.
 - a. Summary of Position Responsibilities.

Full time position to carry out the goals of the Community Housing Development Organization(CHDO), and Champaign-

Urbana HOMEBUILD Program. Particularly marketing of vacant lots, transferring of title to eligible homers. Assist home buyers in obtaining risk policy, mortgage insurance, meeting loan standards of the participating lenders and local governments. Additional Duties: To meet regularly with local government and bank officials, neighborhood organizations. Provide reports and other information on program activities upon request. To market the properties as indicated in the IHDA TRUST FUNDS, PARTICIPANT PLAN. To comply with all regulations of the U.S. Department of HOUSING AND URBAN DEVELOPMENT, and local Community Development agencies. To avail themselves to the lenders, home buyers, during the warranty period of the home. To monitor the Agreements be the CHDO and the Urban League of Champaign County, To work with the project's Architect, Severns and Reids, and provide what assistance deemed necessary for the design and construction of each home.

- b. Become a member of the Federal Home Loan Bank Affordable Housing Committee, work as a team member of the (CHDO) and work cooperatively to support its and the goals of local Housing Consolidated Plans, and the CDBG National Objectives.
5.
 - a. Oversee the progress of each homes under the direction of the architect.
 - b. Develop marketing strategies and undertake their implementation in accordance with the objectives of HOME program.
 6.
 - a. Undertake other duties as may be assigned.