

ORDINANCE NO. 1999-03-017

AN ORDINANCE  
APPROVING AN URBANA HOME CONSORTIUM / CITY OF URBANA  
RECIPIENT AGREEMENT (UNITED CITIZENS AND NEIGHBORS -  
HOMEBUYER PROGRAM)

WHEREAS, the City of Urbana has been designated 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, 1997, and ending June 30, 1998, pursuant to the CDBG Program; and

WHEREAS, the City of Urbana, City of Champaign, and Champaign County have been jointly designated a participating jurisdiction by HUD for purposes of receiving HOME Investment Partnerships (hereinafter "HOME") Program funds in the name of the Champaign/Urbana/Champaign County HOME Investment Partnerships Consortium (hereinafter the "HOME Consortium"), and, as a participating jurisdiction, have received HOME Program funds from HUD for the period beginning July 1, 1997, and ending June 30, 1998, 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 City Council has the right and authority under said CDBG and HOME programs to authorize funding of housing acquisition, rehabilitation, and resale activities and to grant funds to a non-profit organization to administer said activities for purposes of

upgrading housing conditions and providing affordable housing opportunities for low-income residents of the community; and

WHEREAS, United Citizens and Neighbors (hereinafter "UCAN"), a private non-profit organization based in the King Park and Crystal Lake Park neighborhoods of north Urbana, has applied to the City for CDBG and HOME funds to administer a homebuyer program in the King Park and Crystal Lake Park neighborhoods, through which UCAN intends to acquire and rehabilitate a substandard residence and then sell the rehabilitated residence to a low-income household; and

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the year beginning July 1, 1997, and ending June 30, 1998, which allocates \$557,000 in CDBG funds and \$807,000 in HOME Consortium funds, including \$25,000 in CDBG funds and \$40,000 in HOME funds for a housing acquisition-rehabilitation-resale program administered by UCAN.

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

Section 1. That the City of Urbana, acting as lead entity of the Urbana HOME Consortium, approves an *Urbana HOME Consortium/City of Urbana Recipient Agreement (United Citizens and Neighbors -- Homebuyer Program)*, 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.

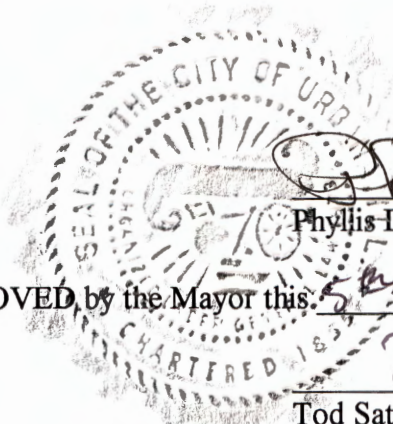
Section 2. This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the City Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 3rd day of May, 1999.

PASSED by the City Council this 3rd day of May, 1999.

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

NAYS:

ABSTAINS:

 Phyllis D. Clark  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 5th day of May, 1999.

Tod Satterthwaite  
Tod Satterthwaite, Mayor

**URBANA HOME CONSORTIUM / CITY OF URBANA  
RECIPIENT AGREEMENT  
(UNITED CITIZENS AND NEIGHBORS - HOMEBUYER PROGRAM)**

This Recipient Agreement, made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation (hereinafter the "City"), and UNITED CITIZENS AND NEIGHBORS, an Illinois Not-For-Profit Organization (hereinafter "UCAN").

**WITNESSETH**

WHEREAS, the City of Urbana has been designated 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, 1997, and ending June 30, 1998, pursuant to the CDBG Program; and

WHEREAS, the City of Urbana, City of Champaign, and Champaign County have been jointly designated a participating jurisdiction by HUD for purposes of receiving HOME Investment Partnerships (hereinafter "HOME") Program funds in the name of the Champaign/Urbana/Champaign County HOME Investment Partnerships Consortium (hereinafter the "HOME Consortium"), and, as a participating jurisdiction, have received HOME Program funds from HUD for the period beginning July 1, 1997, and ending June 30, 1998, 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 City Council has the right and authority under said CDBG and HOME programs to authorize funding of housing acquisition, rehabilitation, and resale activities and to grant funds to a non-profit organization to administer said activities for purposes of upgrading housing conditions and providing affordable housing opportunities for low-income residents of the community; and

WHEREAS, UCAN has applied to the City for CDBG and HOME funds to administer a homebuyer program in the Crystal Lake Park Neighborhood of Census Tract 53, through which UCAN intends to acquire and rehabilitate a substandard residence and then sell the rehabilitated residence to a low-income household; and

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the year beginning July 1, 1997, and ending June 30, 1998, which allocates \$557,000 in CDBG funds and \$807,000 in HOME Consortium funds, including \$25,000 in CDBG funds and \$40,000 in HOME funds for a housing acquisition-rehabilitation-resale program administered by UCAN.



NOW, THEREFORE, the parties hereby agree as follows.

1. The preamble set forth above is hereby incorporated and made part of this Recipient Agreement.
2. The purpose of this Recipient Agreement is to pledge FY1997-1998 CDBG and HOME program funds to UCAN for the purpose of administering a housing acquisition-rehabilitation-resale program in the area bounded by Wright Street, University Avenue, Cunningham Avenue, and Bradley Avenue (extended) in Census Tracts 53 and 54 (hereinafter the "Project").
3. The City agrees to grant UCAN Twenty-five Thousand Dollars (\$25,000) in FY1997-1998 CDBG Program funds and Forty Thousand Dollars (\$40,000) in FY1997-1998 HOME Consortium funds (including Thirty-two Thousand Dollars (\$32,000) in HOME Program funds and Eight Thousand Dollars (\$8,000) in local matching funds) for said Project. UCAN agrees to use said to administer the Project in conformance with this Recipient Agreement and with federal regulations governing the CDBG and HOME programs.
4. UCAN understands and agrees that a request for disbursement of CDBG or HOME funds pursuant to this Recipient Agreement shall not be made until such funds are needed to pay eligible costs related to the Project. UCAN understands and agrees that funding in the full amount of this Recipient Agreement is contingent upon the City receiving said CDBG and HOME funds, and, should the funds be discontinued or reduced for any reason, UCAN understands and agrees that funding under this Recipient Agreement could cease or be reduced.
5. The City and UCAN agree that no modification to this Recipient Agreement shall be effective unless in writing and executed by both the City and UCAN.
6. UCAN understands and agrees that, to the extent allowable by law, the warranty deed transferring property acquired and rehabilitated pursuant to this Recipient Agreement to an eligible homebuyer shall include a provision restricting subsequent sales of said property to families having income at or below 80 percent of area median family income for a period of ten years from the date of the deed transferring title from UCAN to the first homebuyer. This deed restriction shall not apply to properties repossessed by a financial institution as a result of foreclosure proceedings.
7. UCAN 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 Recipient Agreement.
8. UCAN shall execute and abide by terms of Attachment A (Equal Employment Opportunity Certification) of this Recipient Agreement and with all City of Urbana affirmative action requirements.

9. UCAN shall complete and adhere to Attachment B (Assurances) of this Recipient Agreement and shall submit said Attachment B to the City as a condition of final execution of this Recipient Agreement.
10. UCAN shall complete and adhere to Attachment C (Statement of Special Conditions) of this Recipient Agreement and shall submit said Attachment C to the City as a condition of final execution of this Recipient Agreement.
11. UCAN 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 affect the performance of UCAN with respect to the Recipient Agreement.
12. UCAN represents to the City that the Project shall begin on or after January 1, 1999, and shall terminate on or before December 31, 2000, unless this Recipient Agreement is otherwise extended by a written modification to this Recipient Agreement executed by the City and UCAN.
13. UCAN shall not assign this Recipient Agreement nor any part thereof, and UCAN 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 Recipient 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.
14. 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 funding allocation. The allocation of these funds shall in no way obligate the City to bear responsibilities for the maintenance of the Project under provisions of the Housing and Community Development Act of 1974, as amended, or Title II of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended.
15. 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, or Title II of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended.
16. This Agreement neither obligates nor precludes UCAN from further accepting funds or assistance pursuant to the Housing and Community Development Act of 1974, as amended, or Title II of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended.
17. UCAN 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 UCAN, 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 UCAN 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.

18. It is mutually understood and agreed that UCAN shall have full control of the ways and means of implementing the Project described herein, subject to guidelines established in this Recipient Agreement. It is further understood and agreed employees, representatives, subcontractors, or agents of UCAN are in no sense employees of the City.
19. UCAN 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 Recipient 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 CDBG-assisted or HOME-assisted activities, 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 shall apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of UCAN 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 UCAN 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.
20. Upon execution of this Recipient Agreement, including submission of all required attachments, the City and UCAN shall adhere to the following.
  - A. The City and UCAN shall adhere to all special conditions described in Attachments A, B, and C of this Recipient 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. UCAN agrees to allow any and all audits of its records as may be required to verify compliance with this Recipient Agreement and to permit inspection of Project records by representatives of the City and HUD.
  - E. UCAN agrees to develop and operate the Project in accordance with HOME Program regulations promulgated in 24 CFR Part 92 and with applicable building codes.
  - F. UCAN shall maintain client data demonstrating client eligibility for services provided, including eligibility to purchase any property acquired and rehabilitated by UCAN pursuant to this Recipient Agreement. Such data shall include, but not be limited to, client name, address, and household income. UCAN agrees that client information collected pursuant to this Recipient 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.
21. UCAN agrees that, if the City determines that UCAN has not complied with or is not complying with the provisions of the Recipient Agreement and so notifies UCAN by written notice of said violations and UCAN fails to correct said violations within thirty (30) days from receipt of said notice, the City may terminate this Recipient Agreement by written notice and may take any other action as may be permitted by this Recipient Agreement.
- The City may suspend or terminate this Recipient Agreement, in whole or in part, if UCAN materially fails to comply with any term of the Recipient Agreement or with any of the rules, regulations or provisions referred to herein. In such case, the City may declare UCAN ineligible for any further participation in the CDBG and HOME programs in addition to other remedies as provided by law.
22. UCAN agrees that no funds disbursed pursuant to this Recipient Agreement shall be used to finance lobbying activities. UCAN agrees that no UCAN employee funded in whole or in part pursuant to this Recipient Agreement shall engage in lobbying activities at any time during the term of this Recipient Agreement. For purposes of this Recipient Agreement the term "lobbying activities" shall include the following.



- A. any activity related to the election or appointment of an individual to public office, including, but not limited to, contributions to campaign funds, solicitation in an attempt to influence the outcome of an election for public office, and preparation and dissemination of campaign materials
  - B. sponsorship of candidate forums
  - C. sponsorship of voter registration drives
  - D. provision of transportation to polling places
  - E. 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
23. Notices and communications under this Recipient Agreement shall be sent first class, prepaid mail to the respective parties as follows:
- TO THE CITY OF URBANA:  
Bruce R. Stoffel, Manager  
Grants Management Division  
400 South Vine Street, P.O. Box 946  
Urbana, Illinois 61803-0946
- TO UNITED CITIZENS AND NEIGHBORS:  
Charles R. Leach, President  
United Citizens And Neighbors  
44 Main Street, Suite 208  
Champaign, Illinois 61820
24. This Recipient Agreement shall be binding upon the City and UCAN, their successors and assigns, and shall be effective as of the date executed by the City.

CITY OF URBANA

BY: Ted Satterthwaite

DATE: 5/4/99

ATTEST: Phyllis D. Clark

**UNITED CITIZENS AND NEIGHBORS**

BY:

Charles R Leach

DATE:

May 11, 1999

ATTEST:

[Signature]

Attachments:

Attachment A: Equal Employment Opportunity Certification

Attachment B: Assurances

Attachment C: Statement of Special Conditions

**ATTACHMENT A  
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

UCAN acknowledges and agrees that it is a subrecipient of the City of Urbana Community Development Block Grant Program and the Champaign/Urbana/Champaign County HOME 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 the U.S. Department of Housing and Urban Development (hereinafter referred to as "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. UCAN further agrees to the following.

1. UCAN 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.
2. UCAN shall 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. UCAN shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the U.S. Secretary of Labor, the City, or HUD.
4. UCAN shall abide by the Urbana Human Rights Ordinance regarding equal employment.
5. In the event that it fails or refuses to comply with the above, the City or HUD may cancel, terminate, or suspend, in whole or in part, any contractual agreements the City or HUD may have with UCAN, may refrain from extending any further assistance to UCAN under any program until satisfactory assurance of future compliance has been received from UCAN, or may refer the case to HUD for appropriate legal proceedings.

**UNITED CITIZENS AND NEIGHBORS**

BY:

Charles R. Leach

DATE:

May 11, 1999

ATTEST:

Michael Haupt



## **ATTACHMENT B ASSURANCES**

UCAN assures and certifies the following with respect to the Project described in this Recipient Agreement.

1. UCAN possesses legal authority to receive Community Development Block Grant Program and HOME Program from the City of Urbana and to execute the Project.
2. The governing body of UCAN has duly adopted or passed 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 UCAN to act in connection with the Recipient Agreement and to provide such additional information as may be required.
3. The City of Urbana Community Development Block Grant and HOME programs have been developed so as to give maximum feasible priority to activities benefiting very low-income families. As a recipient of CDBG and HOME Program funds, UCAN agrees to give maximum feasible priority to very low-income families when administering the Project.
4. UCAN 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. UCAN shall separately and accurately identify use of CDBG and HOME funds pursuant to this Recipient Agreement.
5. UCAN certifies and agrees that it is under no contractual or other disability that would prevent it from complying with the following requirements, and it shall 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 UCAN receives 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 grounds 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 Fair Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), which provides that, to the greatest extent feasible, opportunities for training and employment that arise through the Project shall be given to low-income residents of Champaign County, and that contracts in connection with the Project be awarded to business concerns located in or owned in substantial part by persons residing in Champaign County. UCAN agrees to comply with provisions of said Section 3 and the regulations issued pursuant thereto by HUD set forth in 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder.
6. UCAN will establish safeguards to prohibit employees or agents 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.
7. UCAN 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 UCAN 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 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, UCAN will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
8. UCAN 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.

UNITED CITIZENS AND NEIGHBORS

BY:

Charles R. Leach

DATE:

May 11, 1989

ATTEST:

[Signature]



**ATTACHMENT C**  
**STATEMENT OF SPECIAL CONDITIONS**

The following conditions, in addition to those established in the Recipient Agreement and other attachments thereto, shall apply to the Project.

1. This Recipient Agreement is contingent upon UCAN acquiring a substandard single-family residence, rehabilitating the residence, and selling the rehabilitated residence to an eligible household. The renovated structure shall be used as owner-occupied housing by a low-income family.
2. The property purchased by UCAN pursuant to this Recipient Agreement shall be located in the area bounded by Wright Street, University Avenue, Cunningham Avenue, and Bradley Avenue (extended).
3. Funds granted to UCAN pursuant to this Recipient Agreement may be used for the following costs associated with the Project.
  - A. Property acquisition.
  - B. Property rehabilitation.
  - C. Soft costs associated with property acquisition, rehabilitation, and disposition, including, but not limited to, legal, title, appraisal, and property inspection services.
  - D. General administrative costs directly related to implementation of the Project, including, but not limited to, payment of force account and contractual employees.

Up to \$5,000 of funds granted to UCAN pursuant to this Recipient Agreement may be used for costs associated with categories C and D above.

4. The City shall make payments in connection with the Project within 21 calendar days of receipt of an acceptable billing statement from UCAN. Billings shall be accompanied by appropriate documentation of costs incurred in connection with the Project. Acceptable documentation shall include paid receipts, cancelled checks, invoices, personnel time records, payroll records, and, in the case of property acquisition, sales contracts and settlement sheets. The City shall make payments to UCAN either on a reimbursement basis or in the form of two-party checks to UCAN and vendors.
5. UCAN acknowledges and agrees that the City shall make no payments, other than for administrative and soft costs, until the City has completed an environmental review record for the Project and has received environmental clearance and release of funds from HUD.
6. UCAN agrees to market and sell any property acquired and rehabilitated pursuant to this Recipient Agreement to a family with income at or below 80 percent of median family income for Champaign County as determined by HUD. Specific income limits based on family size effective January 27, 1999, are as follows.



*Family Size . . . Income Not to Exceed . . .*

1	\$29,400
2	\$33,600
3	\$37,800
4	\$42,000
5	\$45,350
6	\$48,700
7	\$52,100
8	\$55,450

Income limits are subject to periodic revision by HUD.

7. If \$40,000 or less in HOME funds are expended in connection with the Project, including funds spent pursuant to this Recipient Agreement and other HOME funds spent in connection with the Project, the property rehabilitated and sold by UCAN pursuant to this Recipient Agreement shall be used for owner-occupied housing and shall remain affordable to a low-income family as defined in Section 6 above for a period not less than ten (10) years. If more than \$40,000 in HOME funds are expended in connection with the Project, the property rehabilitated and sold by UCAN pursuant to this Recipient Agreement shall be used for owner-occupied housing and shall remain affordable to a low-income family as defined in Section 6 above for a period not less than fifteen (15) years. Use and occupancy restrictions shall be secured through sales contract provisions and deed restrictions.
8. Any property acquired, rehabilitated, and sold pursuant to this Recipient Agreement shall be used only for homeownership. Prior to entering into any contract to sell property acquired and rehabilitated through this Recipient Agreement, UCAN shall document the homebuyer's commitment to occupy the property as its principal residence through execution of a notarized affidavit. This requirement shall apply to subsequent owners of the property for the duration of the affordability period described in Section 7. The City may grant a waiver of this homeownership requirement only in the event of military transfer.
9. Any property rehabilitated pursuant to this Recipient Agreement shall comply with HUD Housing Quality Standards and all applicable City of Urbana building, zoning, occupancy, and property maintenance codes upon its completion. Compliance with this section shall be documented through issuance of a Certificate of Occupancy by the City of Urbana Building Safety Division. All rehabilitation work performed in connection with the Project shall be subject to issuance of permits and payment of permit fees.
10. UCAN agrees to comply with the Uniform Relocation Act when acquiring property pursuant to this Recipient Agreement, including issuance of required notices to property owners and occupants and payment of relocation benefits when appropriate. If it is determined that activities undertaken by UCAN pursuant to this Recipient Agreement are exempt from the Uniform Relocation Act, the basis for said exemption, including citation of the pertinent sections of the Uniform Relocation Act, shall be documented in written memoranda included in Project files.

11. Goods and services necessary to implement the Project shall be procured in a manner providing, to the maximum extent practical, open and free competition. Procurement procedures shall be documented in Project files. Housing rehabilitation services shall be procured through advertisement for sealed bids. To the maximum extent practical, goods and services used to implement the Project shall be procured from Champaign County vendors and suppliers.
12. The marketing of any residence rehabilitated pursuant to this Recipient Agreement shall be conducted in a manner to provide, to the greatest extent practical, open and free competition among prospective purchasers. Marketing property through the Multiple Listing Service of the Champaign County Board of Realtors shall be considered an acceptable method of providing for open and free competition.
13. The net proceeds obtained by UCAN through sale of property acquired and rehabilitated pursuant to this Recipient Agreement, net of sales costs/expenses, shall be deposited in a dedicated program escrow account. The escrow agent shall be selected by mutual consent of the City, acting through its Director of Community Development Services, and UCAN. If, within 60 days of the closing date of the property sale, the City, acting through its Director of Community Development Services, and UCAN enter into a written agreement for use of the escrowed funds, funds may remain in escrow for use by UCAN in implementing another acquisition-rehabilitation-resale project that otherwise complies with provisions of this Recipient Agreement. If, within 60 days of the sale, the City and UCAN do not enter into such an agreement, the escrow agent shall return escrowed funds, including any accrued interest, to the City for use in other CDBG/HOME-eligible projects. This process may continue to be repeated with each property sale. The city shall not unreasonably withhold its consent to any agreement for subsequent use of sales proceeds as long as UCAN continues to administer its program in compliance with this Recipient Agreement.

**UNITED CITIZENS AND NEIGHBORS**

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

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

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

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As recommended by the Community Development Commission on February 23, 1999;

Amended by City Attorney Jack Waaler on February 24, 1999