

ORDINANCE NO. 2011-07-066

**AN ORDINANCE APPROVING A CITY OF URBANA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT**

(Mental Health Center of Champaign County Housing Corporation,
Project No. 1112-AAP-04)

WHEREAS, on May 9, 2011, the Urbana City Council passed Ordinance No. 2011-04-023 approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2011-2012 authorizing certain activities under the Public Service Activity Program.

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

Section 1. That an Agreement providing Three Thousand Two Hundred Seventy-Five and 00/100 dollars (\$3,275.00) in Community Development Block Grant funds, for installation of lighting upgrades in the kitchen and bathroom of each unit at the Carroll Avenue Supported Apartments, in substantially the form of the copy of said Agreement, attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

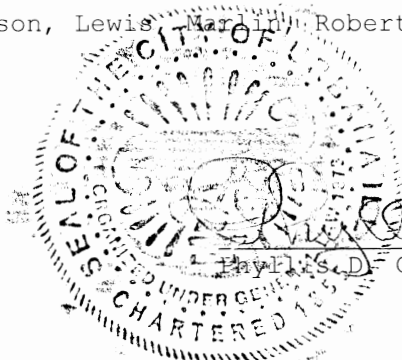
Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the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

PASSED by the City Council this 18th day of July,
2011.

AYES: Bowersox, Jakobsson, Lewis, ~~Marlin~~, Roberts, Smyth, Stevenson

NAYS:

ABSTAINS:



[Handwritten signature of Philip S. D. Clark]

Philip S. D. Clark, City Clerk

APPROVED by the Mayor this 28th day of July,
2011.

[Handwritten signature of Laurel Lunt Prussing]

Laurel Lunt Prussing, Mayor

By: Charles A. Smyth, Mayor Pro-tem

Don Clark

**CITY OF URBANA
COMMUNITY DEVELOPMENT BLOCK GRANT**

AGREEMENT

SUBRECIPIENT NAME: Mental Health Center of Champaign County Housing Corporation
PROJECT NO. 1112-AAP-04
PROJECT ADDRESS 1801 Fox Drive, Champaign IL 61820
CFDA No. 14.218

THIS SUBRECIPIENT AGREEMENT, made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation (hereinafter the "City"), and Mental Health Center of Champaign County Housing Corporation, an Illinois Not-For-Profit Organization (hereinafter the "Subgrantee").

WITNESSETH

WHEREAS, the City has been designated as an entitlement community by the U. S. Department of Housing and Urban Development (hereinafter "HUD") under provisions of the Housing and Community Development Act of 1974, as amended, and, as an entitlement community, the City will receive an entitlement of Community Development Block Grant (hereinafter "CDBG") funds for the period beginning July 1, 2011 and ending June 30, 2012, pursuant to the CDBG Program; and,

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the year beginning July 1, 2011 and ending June 30, 2012 which allocates a CDBG budget and authorizes establishment of public service/public facilities & improvement activities to be sponsored by non-profit agencies in the area; and,

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

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

NOW, THEREFORE, the parties hereby agree as follows:

1. The preamble set forth above is hereby incorporated and made part of the Subgrantee Agreement.
2. The purpose of this Subrecipient Agreement is to pledge FY 1112 CDBG program funds to: Installation of lighting upgrades in the kitchen and bathroom of each unit at the Carroll Avenue Supported Apartments, as described in Attachment D of this Subrecipient Agreement.
3. The City agrees to grant to the Subgrantee the sum of **Three Thousand Two Hundred Seventy-Five and 00/100 Dollars (\$3,275.00)**, and the Subgrantee agrees to abide by the CDBG Program and to use said funds for the purpose of carrying out Subgrantee Project No. 1112-AAP-04 (hereinafter the "Project").

Agreement # 1112-AAP-04

4. The Subgrantee understands and agrees that a request for disbursement of CDBG funds pursuant to this Subrecipient Agreement shall not be made until such funds are needed to pay eligible costs related to the Project. Subgrantee understands and agrees that funding in the full amount of this Subrecipient Agreement is contingent upon the City receiving said CDBG funds, and should the entitlement funds be discontinued or reduced for any reason, Subgrantee understands and agrees that funding under this Subrecipient Agreement could cease or be reduced without advance notice.
5. The City and the Subgrantee agree that no modification to this Subrecipient Agreement shall be effective unless in writing and executed by both the City and the Subgrantee.
6. The Subgrantee agrees and authorizes the City and HUD to conduct on-site reviews, examine personnel records and to conduct any other procedures and practices to assure compliance with this Subrecipient Agreement. The Subgrantee shall execute and abide by the terms of Attachment A, Equal Employment Opportunity Certification, and with all City of Urbana Affirmative Action requirements.
7. The Subgrantee shall complete and adhere to Attachment B, Assurances, of this Subrecipient Agreement and shall submit said Attachment B to the City as a condition of final execution of this Subrecipient Agreement.
8. The Subgrantee shall complete and adhere to Attachment C, Statement of Special Conditions, and submit said Attachment C to the City as a condition of final execution of this Agreement.
9. The Subgrantee shall at all times observe and comply with all laws, ordinances, or regulations of the federal, state, county, and local governments which may in any manner effect the performance of the Subgrantee with respect to the Subrecipient Agreement.
10. The Subgrantee represents to the City that the Project shall begin on July 1, 2011 and shall terminate on June 30, 2012, unless otherwise extended in a written modification to this contract executed by the City and Subgrantee.
11. The Subgrantee shall not assign this Subrecipient Agreement nor any part thereof and the Subgrantee shall not transfer nor assign any funds or claims due hereunder without the prior written approval of the City. Any transfer or assignment of funds pursuant to the Subrecipient Agreement, either in whole or in part, or any interest therein, without prior written consent of the City shall be of no force or effect.
12. The allocation of these funds shall in no way obligate the City for any financial responsibility incurred by the project in excess of the stipulated allocation. The allocation of these funds shall in no way obligate the City to bear responsibilities for the maintenance of any project under the provision of the Housing and Community Development Act of 1974, as amended.
13. This Agreement neither obligates nor precludes the City from further accepting or distributing funds entitled to the City nor restricts nor limits the powers of the City to use such funds pursuant to the provisions of the Housing and Community Development Act of 1974, as amended.
14. This Agreement neither obligates nor precludes the Subgrantee from further accepting funds or assistance pursuant to the Housing and Community Development Act of 1974, as amended.

Agreement # 1112-AAP-04

15. The Subgrantee agrees to protect, indemnify, hold and save harmless, and defend the City against any and all claims, costs, causes, actions and expenses, including but not limited to attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors or agents of the Subgrantee, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this project, whether such loss, damage, injury or liability is contributed to by the negligence of the City or its officers, employees or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that Subgrantee shall have no liability for damages or the costs incident thereto caused by the sole negligence of the City, or its officers, employees or agents.
16. It is mutually understood and agreed that the Subgrantee shall have full control of the ways and means of performing the services referred to herein, subject to guidelines established in Attachment C, and that the Subgrantee or its employees, representatives, subcontractors, or agents are in no sense employees of the City.
17. However, Subgrantee agrees that in the procurement of supplies, equipment, construction, and services, the following conflict of interest provisions shall apply.
 - A. No persons who exercise or have exercised any functions or responsibilities with respect to activities assisted under this Agreement, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter.
 - B. This conflict of interest provision of shall apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subgrantee or the City.
 - C. Upon written request, exceptions to the conflict of interest provisions may be granted jointly by the City and HUD on a case-by-case basis but only after the Subgrantee has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted.
18. Upon execution of this Subrecipient Agreement, including the required submission of all required attachments, the City and the Subgrantee shall adhere to the following:
 - A. The City and Subgrantee shall adhere to all special conditions described in Attachments A, B, and C of this Subrecipient Agreement;
 - B. To the greatest extent feasible all expenditures made under this project shall be made to Champaign County firms and individuals;
 - C. Financial records and payments shall comply with all federal regulations;

Agreement # 1112-AAP-04

- D. The Subgrantee agrees to allow any and all audits of its records as may be required and to permit inspection of program records by representatives of the Urbana Grants Management Division and HUD.
 - E. The Subgrantee agrees to retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement.
 - F. The Subgrantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Subgrantee agrees that client information collected pursuant to this Subrecipient Agreement is confidential, and the use or disclosure of such information, when not directly connected with the administration of the Project, is prohibited unless prior written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian.
19. The City may suspend or terminate this Subrecipient Agreement, in whole or in part, if Subgrantee materially fails to comply with any term of the Subrecipient Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subgrantee ineligible for any further participation in the CDBG program, in addition to other remedies as provided by law.

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

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

TO THE CITY: Kelly Hartford, Interim Manager
Grants Management Division
Dept. of Community Development Services
City of Urbana
400 South Vine Street
Urbana, Illinois 61801

TO THE SUBGRANTEE: Sheila Ferguson, Chief Executive Officer
Community Elements
180 Fox Drive
Champaign, IL 61820

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

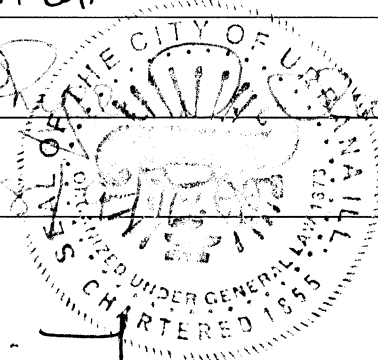
CITY

BY: Clara [Signature]

DATE: 8/8/2011

ATTEST: [Signature]

DATE: _____



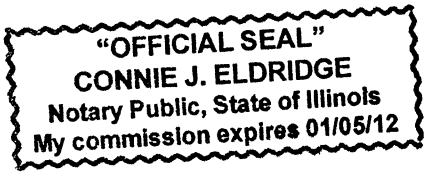
SUBGRANTEE

BY: Shirley [Signature]

DATE: Aug 1, 2011

ATTEST: Connie J. Eldridge

DATE: 8-1-11



**ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The undersigned understands and agrees that it is a Subgrantee of the Urbana CDBG Program and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the City and HUD, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Subgrantee further agrees to the following:

- (1) It will be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and HUD;
- (2) It will furnish the City and HUD such information as they may require for the supervision of such compliance and will otherwise assist the City and HUD in the discharge of primary responsibility for securing compliance;
- (3) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City or HUD;
- (4) It shall abide by the Urbana Human Rights Ordinance regarding equal employment.
- (5) In the event that it fails or refuses to comply with the undertaking, the City or HUD may cancel, terminate or suspend in whole or in part any contractual agreements the City or HUD may have with the Subgrantee; may refrain from extending any further assistance to the Subgrantee under any program until satisfactory assurance of future compliance has been received from such Subgrantee; or may refer the case to HUD for appropriate legal proceedings.

Name (Please Print): Sheila Ferguson

Signature: Sheila Ferguson

Title: CEO

Date: Aug 1, 2011

**ATTACHMENT B
ASSURANCES**

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

1. It possesses legal authority to receive CDBG Program funds from the City and to execute the proposed program.
2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances contained herein, and directing and designating the authorized representative of the Subgrantee to act in connection with the Agreement and to provide such additional information as may be required.
3. The City of Urbana's CDBG Program has been developed so as to give maximum feasible priority to activities which will benefit very low-income families. As a subrecipient of CDBG Program funds, Subgrantee agrees to give maximum feasible priority to very low-income families when administering the Subgrantee program described herein.
4. It will comply with the regulations, policies, guidelines, and requirements of OMB Circular A-122 as they relate to the acceptance and use of Federal funds for this federally-assisted program.
5. It will comply with all requirements imposed by HUD concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-110.
6. It will comply with all regulations, policies, guidelines, and requirements of OMB Circular A-133 as they relate to audits of non-profit organizations. Audits shall be conducted annually.
7. It will comply with
 - A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.
 - B. Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.601), which provide that no person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Title I funds.
 - C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally-assisted contracts.

Agreement # 1112-AAP-04

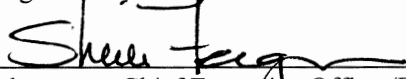
Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

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

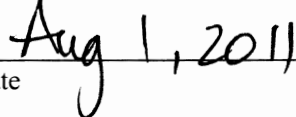
Agreement # 1112-AAP-04

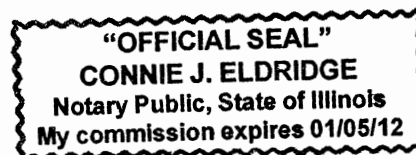
- J. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. The Subgrantee shall establish procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension common. The Subgrantee shall verify and document that none of its contractors or subcontractors are debarred, suspended, or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List".) The Subgrantee may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website (www.epls.gov) or any other approved method.
8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
9. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subgrantee, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federally appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subgrantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
10. It will give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

These assurances are signed with regard to Subgrantee Project No. 1112-AAP-04 of the Urbana CDBG Program.


Subgrantee: Chief Executive Officer/Executive Director


Attest


Date



**ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS**

Subgrantee understands and agrees that it is a subrecipient of Urbana CDBG Program and is eligible to receive funds for Subgrantee Project No. 1112-AAP-04 pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself, and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this project, have been set forth and must also be complied with in order for Subgrantee to receive CDBG Program Assistance for Subgrantee Project No. 1112-AAP-04 .

1. This Agreement is contingent upon Subgrantee operating the Scope of Service herein outlined during the period July 1, 2011- June 30, 2012.

SCOPE OF SERVICE

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

2. Subgrantee shall be responsible for administering the program herein described, utilizing funds from the CDBG Program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program shall include the following activities eligible under the CDBG Program.
 - A. Program Delivery: The Subgrantee shall a suitable living environment which includes increasing access to quality public and private facilities and services. Installation of lighting upgrades in the kitchen and bathroom of each unit at the Carroll Avenue Supported Apartment Program will increase the quality of the building, thus providing those living there a better quality of life.
 - B. General Administration: The Subgrantee shall provide all necessary staffing, materials, meeting sites, and anything else necessary to facilitate the services/project described above. Subgrantee shall maintain records related to the number of persons served under this grant along with documentation of income eligibility, as well as appropriate financial documentation of the expenses of the program and how funds received under this Agreement are disbursed.
3. Subgrantee certifies that activities carried out with funds provided under this Agreement shall meet one of the CDBG Program's National Objectives which is to benefit low-income persons as defined in 24 CFR Part 570.208. Therefore Subgrantee understands and agrees that activities funded under this Agreement shall benefit families/individuals within the following income guidelines. Income limits are subject to periodic revision by HUD.

| Family Size | Income Not To Exceed | Family Size | Income Not To Exceed |
|-------------|----------------------|-------------|----------------------|
| 1 | <u>\$23,500</u> | 5 | <u>\$36,250</u> |
| 2 | <u>\$26,850</u> | 6 | <u>\$38,950</u> |
| 3 | <u>\$30,200</u> | 7 | <u>\$41,650</u> |
| 4 | <u>\$33,550</u> | 8 | <u>\$44,300</u> |

Agreement # 1112-AAP-04

4. In addition to the normal administrative services required as part of this Agreement, Subgrantee agrees to provide the following levels of program service:
 - A. Total Number of Persons To Be Served: 16
 - B. Subgrantee shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.
5. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **\$3,275.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subgrantee as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subgrantee within 21 calendar days of receipt of an acceptable billing from Subgrantee. Acceptable billing shall include such documentation as outlined herein.
6. LINE ITEMS AND DOCUMENTATION NEEDED:
K09 – 1 – 6300 - _____
 - A. **The initial request for reimbursement submitted by the Subgrantee to the City shall include the following supporting documentation: cancelled checks, and paid receipts or copies of invoices.**
 - B. **FOR Public Service Grants: With each subsequent request for reimbursement, Subgrantee shall submit copies of Certification of Income forms signed by the parents/guardians of the youth served (or other such documentation as agreed upon between the City and the Subgrantee). Ethnic information for each person served shall also be submitted.**
 - C. **FOR Public Facility Grants: The Subgrantee shall submit a copy of the Contractor's Statement and Certified Payrolls as required to comply with Davis Bacon regulations; an Architects Inspection report that indicates percentage of project completion and other supporting documents as required by the City.**
7. Subgrantee agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for periods ending December 31st and June 30th all program income generated by activities carried out with CDBG funds made available under this Agreement. Subgrantee may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Agreement expires, or received after the Agreement's expiration, shall be returned to the City.
8. Subgrantee agrees to submit quarterly Progress Reports to the City in an agreed upon format. Progress Reports shall be due October 31st, January 31st, April 30th, and no later than July 31st. Final billing requests shall not be processed for payment until a final Progress Report is submitted.

Agreement # 1112-AAP-04

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

Name of Subgrantee: Mental Health Center of Champaign County Housing Corporation
Address: 1801 Fox Drive, Champaign IL 61820
Signed by: Shirley Feag
Title: CEO
Date: Aug 1, 2011

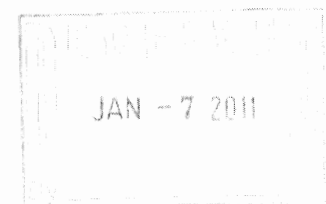
Agreement # 1112-AAP-04

**ATTACHMENT D
SUBRECIPIENT APPLICATION**

City of Urbana CDBG PF Applications

| | |
|---|----------------------------------|
| A. ORGANIZATION INFORMATION | |
| Project Title: Carroll Avenue Apartment Lighting | |
| Total Project Cost: \$ 4,430 | |
| Amount Requested (Total project cost minus 25% match)*: \$ 3,275 | |
| Applicant Organization: Mental Health Center of Champaign County Housing Corporation | |
| Address: 1801 Fox Drive | |
| City/State/Zip: Champaign, Illinois 61820 | |
| Applicant's Fiscal Year: July - June | |
| Person Responsible for Preparation of Application | |
| Name | Sheila Ferguson |
| Title | Chief Executive Officer |
| Street | 1801 Fox Drive |
| City, State, Zip | Champaign, Illinois 61820 |
| Phone Number | 217-398-8080 |
| Fax Number | 217-398-8568 |
| E-Mail | sferguson@communityelements.org |
| Person Responsible for Proposed Activity (if different than person above) | |
| Name | Lisa Benson |
| Title | Director of Residential Services |
| Street | 1801 Fox Drive |
| City, State, Zip | Champaign, Illinois 61820 |
| Phone Number | 217-693-4627 |
| Fax Number | 217-398-8568 |
| E-Mail | lbenson@communityelements.org |
| Person Responsible for Financial Information (if different than person above) | |
| Name | Wanda Burnett |
| Title | Chief Financial Officer |
| Street | 1801 Fox Drive |
| City, State, Zip | Champaign, Illinois 61820 |
| Phone Number | 217-693-4600 |
| Fax Number | 217-352-1421 |
| E-Mail | wburnett@communityelements.org |

*Amount Requested should be same amount as listed on Page 9.



B. ACTIVITY TO BE FUNDED: Attach additional sheets if necessary; please print or type.

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

The Carroll Avenue Supported Apartment Program, a 16 unit affordable housing complex for persons with psychiatric disabilities, is in need lighting upgrades in each kitchen and bathroom of each unit. The current lighting is standard T-12 cool white fluorescent lamps. The T-12 lamps are being discontinued to drive use of more energy efficient lighting.
Funds would support replacement of T-12 lamps with T-8 lamps. Compared to T-12 lamps, T-8 lamps are reported to reduce power consumption up to 40%.

B2. Why are CDBG funds needed for this activity? _____

The Mental Health Center of Champaign County Housing Corporation will be using funds to replace all the windows throughout the facility in FY10 and FY11. The window replacement project will exhaust any funding that would have been available to cover lighting replacement.

B3. Maximum time anticipated to complete activity: Beginning Date: **07/01/2011**
Ending Date: **12/01/2011**

B4. Steps necessary to complete the project/activity (engineering/design, advertising, bidding, contract award, construction, etc.: bar charts, graphs, or narratives may be used and attached to this application).

Step 1: Prepare project bid packet.

Step 2: Submit project bid packet to City of Urbana for review and approval

Step 3: Advertise bid in local newspaper

Step 4: Obtain bids

Step 5: Review bids, select bidder, and seek approval from City of Urbana of selected bidder

Step 6: Award contract for lighting upgrade

Step 7: Provide City of Urbana copy of completed executed contract document prior to beginning of work

Step 8: Pre-Construction Conference

Step 9: Selected bidder will complete the new lighting and disposal of old materials. Mental Health Center staff will provide clients support during the process as necessary.

B5. Quantify your anticipated accomplishments (e.g. 2,000 feet of storm sewer): _____

Carroll Avenue Apartments will have new more energy lighting that will help decrease energy consumption for the units/ building. It is estimated that kilo-Watt load will reduce by 1.9 and potential \$511 energy savings per year.

B6. Estimate the number of **total** persons or households that will benefit from implementation of this project:

_____ 16 _____ Persons **OR** _____ Households

B7. Percentage of persons or households served who will be/are City of Urbana residents: 100 %;

Actual number of Urbana residents served: 16

B8. Indicate other significant characteristics of the population to be served (i.e., elderly, disabled, homeless):
All clients provided services at Carroll Avenue Apartments have a mental health disability and 30% of the clients are over age 55.

| Interagency Collaboration: Identify other agencies involved in project; briefly describe extent of involvement. | | | | |
|---|---------|-------|----------------|-------------|
| Agency Name | Address | Phone | Contact Person | Involvement |
| None | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Please indicate if your project can be funded over multiple years, or if the entire grant is needed in the first year: Multi-year: _____ (# of years) One year

C. NATIONAL OBJECTIVE COMPLIANCE

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

C2. Using the table below, please answer the following question: estimate the number of persons or households (please check one) served who will be extremely low, low, & moderate-income.

15 Extremely low (<30% MFI) 1 Low (31-50%) _____ Moderate (51-80%)

| FAMILY SIZE | EXTREMELY LOW INCOME 30% MFI | LOW INCOME 50% MFI | MODERATE INCOME 80% MFI |
|-------------|---------------------------------|-----------------------|----------------------------|
| 1 | \$13,650 | \$22,750 | \$36,400 |
| 2 | \$15,600 | \$26,000 | \$41,600 |
| 3 | \$17,550 | \$29,250 | \$46,800 |
| 4 | \$19,450 | \$32,450 | \$51,900 |
| 5 | \$21,050 | \$35,050 | \$56,100 |
| 6 | \$22,600 | \$37,650 | \$60,250 |
| 7 | \$24,150 | \$40,250 | \$64,400 |
| 8 | \$25,700 | \$42,850 | \$68,550 |

C3. Explain fully how you will document that you are providing services to persons/households who are extremely low-, low-, & moderate-income:
All tenants at Carroll Avenue Apartments provide income verification at least annually. The income verification documents the number of persons in a household and also the income for household members. The income verification documentation is maintained in each tenant's housing file.

D. PERFORMANCE MEASUREMENT

D1. Federal regulations require all CDBG grantees to report annually on specific outcome indicators as mandated by the United States Dept. of Housing and Urban Development (HUD). HUD has developed a Community Planning and Development (CPD) Performance Measurement System to measure the impact of their federally funded programs.

- a. Based on the intent of the activity, the applicant must determine which of the three objectives listed below best describes the purpose of the activity. **(Please select only one):**

Suitable Living Environment – In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.

Decent Housing – This objective focuses on housing programs where the purpose of the program is to meet individual family or community needs.

Creating Economic Opportunities – This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

- b. Which of the following outcome categories describes your program/project/activity's purpose? Outcomes are defined as observable changes in people, places, or things as a result of a project's outputs. **(Please select only one):**

Availability/Accessibility - This outcome applies to making basic services, infrastructure, housing, shelter, or other basic needs accessible or available to low or moderate income people (to make where they live more suitable).

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

Sustainability: To Promote Livable or Viable Communities - This outcome applies to projects where the activity or activities are aimed at improving a neighborhood by helping to make it livable or viable for principally low and moderate income people through multiple activities, or by providing services that sustain communities or sections of communities.

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

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

D3. Explain how the proposed project addresses the local funding priority listed above:

By providing consumers decent, safe, and affordable housing, this project meets the 2001-2012 Program Year CDBG funding priority to provide decent housing and is compliant with the National Objective as all beneficiaries of the project are ELI persons except for one beneficiary who is a LI person. Lighting upgrades will enhance energy efficiency which will help maintain the units as affordable in the future.

E. LEVERAGE / MATCH

E1. The applicant leveraging/match may be provided in the form of materials and/or labor, cash and/or other non-federal funding and must offer a minimum of 25% of the estimated project cost. The minimum percent of leveraging which is pledged for the project must be maintained, regardless of the amount of CDBG/HOME funds awarded.

E2. Source of applicant's leveraging:

| | | |
|---|----|---------------|
| <u>Energy rebates for lamp fixtures(cash)</u> | \$ | <u>730.00</u> |
| <u>Housing Corporation operating funds</u> | \$ | <u>425.00</u> |
| _____ | \$ | _____ |
| _____ | \$ | _____ |
| TOTAL \$ | | <u>1,155</u> |

E3. Calculate leveraging ratio as leverage offered divided by total project cost.

a. $\frac{\$1,155}{\text{(Leverage Offered)}}$ Divided by $\frac{\$4,430}{\text{(Total Project Cost)}}$ Equals $\frac{26}{\text{(Minimum of 25\%)}}$ % Match.

b. $\frac{\$4,430}{\text{(Total Project Cost)}}$ Minus $\frac{\$1,155}{\text{(Match amount)}}$ Equals $\frac{\$3275}{\text{(Amount Requested)*}}$

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

F. PAST LEVERAGING / MATCH PERFORMANCE

F1. All applicants are required to state the amount of funds or in-kind contributions provided by the applicant toward implementation of the last CDBG project funded and/or completed under the City of Urbana's program. Explain at the bottom of this page how your funds were expended (i.e. staff administration, engineering, construction, etc.)

F2. Provide your agency budget for the last project that received funding through the City of Urbana CDBG Public Facilities grant program:

The Mental Health Center of Champaign County Housing Corporation has not received funding through the City of Urbana CDBG Public Facilities grant program in the past.

| | | | |
|----------------------|----|----------|----------------------|
| Your funds: | \$ | <u>0</u> | |
| Total of Other funds | \$ | <u>0</u> | (list sources below) |
| CDBG funds | \$ | <u>0</u> | |
| Total | \$ | <u>0</u> | |

F3. List Sources: N/A

F4. What year did your agency receive the funds? N/A

G. Project Budget:

G1. Please complete the following table:

| Line Item/Type | Amount | Justification |
|---|---------------|---|
| Real Property Acquisition | | |
| Demolition | | |
| Relocation | | |
| Lead-Based Paint Assessment/Abatement | | |
| Construction Management | | |
| Construction / Renovation | \$4,000.00 | Lighting upgrade: (estimation of costs provided by electric contractor) includes lamp fixtures, ballasts, necessary electric work, and disposal of old lamp fixtures. |
| Consultant / Professional Services | | |
| Project Management Services (not to exceed 10% of the total amount requested) | \$300.00 | Oversight/ administration to complete the lighting upgrade. |
| Fees & Permits | | |
| Other: Supportive Social Services | \$130.00 | Housing Corporation staff to provide apartment entry, security, and support to tenants. |
| Other: | | |

G2. Please describe the effect on the proposed project if the City of Urbana grant is not awarded (i.e. unable to complete due to lack of funding; construction delayed; other resources utilized, etc.)

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

H. ASSURANCES AUTHORIZATION, AND SIGNATURE SHEET

H1. ASSURANCES

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

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

H2. If a grant is awarded on the basis of this application, all project information detailed in this application will be implemented accordingly, becoming a part of the Agreement, and the project shall commence within ninety (90) days of the new grant period, which will begin on July 1, 2011.

H3. We, the undersigned, duly-authorized agents of
Mental Health Center of Champaign County Housing Corporation:
(Name of Organization)

- A. Do hereby state, to the best of our knowledge, the information contained in this application for the Community Development Block Grant (CDBG) Public Facilities (PF) grant is true and correct.
- B. Understand the CDBG PF funds are disbursed on a reimbursement basis and assure the funds will be administered by the Applicant.
- C. Understand that the laws and regulations of the US Dept. of Housing & Urban Development, as stated on previous page under "Assurances", and the City of Urbana will govern any CDBG PF funding resulting from this application.
- D. Agree to enter into an Agreement with the City of Urbana for its FY 2010-2011 PF grant and will adhere to all Program requirements.

CHIEF AGENCY OFFICIAL:

Sheila Ferguson
Name (Print)

CEO
Title

Sheila Ferguson
Signature

1/6/11
Date

BOARD OF DIRECTORS: CHAIRPERSON / BOARD MEMBER:

Karen Glick
Name (Print)

Board of Directors - President
Title

Karen Glick
Signature

1/6/11
Date

I. APPLICATION RATING SYSTEM

INFRASTRUCTURE AND PUBLIC FACILITIES PROJECTS

All applications shall be ranked in terms of how well the proposed project addresses a community development need in the City of Urbana and the degree to which the proposed project furthers that particular strategy/goal as identified in the *City of Urbana Consolidated Plan For Program Years 2010-2014*:

| | Points Awarded | Total |
|---|--|-------|
| <p>Benefit to Low- and Moderate-Income Persons Five (5) points will be given to activities that benefit at least 51% low- and moderate-income persons. Zero (0) points will be given to activities that meet either of the other two National Objectives.</p> | Five (5) points | |
| <p>Benefit to Target Areas Activities located within a Target Area will receive the maximum ten (10) points. Activities adjacent to a Target Area will receive seven (7) points. All other activities will receive four (4) points.</p> | Maximum of Ten (10) points | 4 |
| <p>Activity Need and Justification: (a) Need: Maximum of 15 Points The activity will be evaluated in terms of the documentation and justification of the need for the activity. Activities with excellent documentation and justification will be awarded the maximum of fifteen (15) points: good - ten (10) points; average - five (5) points; and poor - zero (0) points. (b) Consolidated Plan Priority: Maximum of five (5) Additional Points Activities addressing high priorities, as identified in the Consolidated Plan will be awarded five (5) points.</p> | Maximum of Twenty (20) Combined points | |
| <p>Cost Reasonableness and Effectiveness The activity will be evaluated in terms of: 1) its impact on the identified need; and 2) its implementation costs and funding request relative to its financial and human resources. Evaluation will include the cost incurred per person per unit and the justification for a particular level of funding.</p> | Maximum of Ten (10) points | |
| <p>Activity Management and Implementation (a) Management: Maximum of fifteen (15) points Points will be awarded to applicants based on documentation and information provided, showing that the resources needed to manage the proposed activity are available and ready, and that the commitment for operation and maintenance, where applicable, has been certified. In addition, for applicants that have received CDBG funds in the past, their record of maintenance for the funded activity will be evaluated. (b) Implementation: Maximum of fifteen (15) Points Points will be awarded to applicants based on documentation and information provided, showing that the resources, such as funding, site control, etc., needed to implement the proposed activity are available and ready. Maximum points will be given to activities that are ready to move forward quickly. These criteria take into consideration factors that may accelerate or slow down the ability to implement the activity in a timely manner.</p> | Maximum of Thirty (30) points | |
| <p>Experience and Past Performance The experience of the applicant, including the length of time in business and experience in undertaking projects of similar complexity, as the one for which funds are being requested, will be evaluated. In addition, the applicant will be evaluated in terms of its past performance in relation to any local, state, or Federal funding program. The past performance will refer to attainment of objectives in a timely manner and expenditure of funds at a reasonable rate in compliance with contract. Compliance with contract will include, but not limited to, submission of reports and adherence to the scope of services. For those applicants that have not received CDBG funding in the past, allocation of points up to the maximum of 10 points will be awarded, dependent upon thorough documentation of similar past performances submitted with the applicant.</p> | Maximum of Ten (10) points | |
| <p>Matching Contributions (Matching contributions must be eligible) (a) Efforts to Secure Other Funding: Maximum of five (5) points. Points will be awarded based on the applicant's efforts to secure other funding for the activity. (b) Matching: Maximum of fifteen (15) points. Points will be awarded based on the ratio of the amount of eligible matching funds to the amount of CDBG funds requested: [1.1 or more: 15 pts]; [.75-1: 10 pts]; [.50-1: 7 pts]; [.25-1: 5 pts]; [less than .25: 0 pts]</p> | Maximum of Twenty (20) points | |
| <p>Environmental Justice Applications will receive five (5) points if the activity promotes environmental justice. Any activity that has a potential adverse impact on the environment or that is adversely affected by the surrounding environment will not be considered</p> | Maximum of Five (5) points | |
| <p>Application Completeness Applications will receive up to five (5) bonus points, based on completeness. Applications that have not been signed will not be considered.</p> | Maximum of Five (5) points | 5 |

Handwritten signature and initials: [Signature] 9/4/10