

RESOLUTION NO. 9495-R6

A RESOLUTION APPROVING AN APPLICATION
FOR SUPPORTIVE HOUSING PROGRAM FUNDS
FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FOR TRANSITIONAL HOUSING FOR HOMELESS FAMILIES

WHEREAS, on December 20, 1993, the Urbana City Council adopted a Comprehensive Housing Affordability Strategy (FY1994-1998) (hereinafter the "CHAS") which documents housing and supportive services needs of low-income persons, homeless persons, and persons with special needs other than homeless persons; and

WHEREAS, the CHAS was approved by the Mayor of the City of Urbana on December 28, 1993, and by the Regional Administrator of the U.S. Department of Housing and Urban Development on March 2, 1994; and

WHEREAS, the CHAS identifies 273 persons in Urbana-Champaign as being homeless in August 1993, of whom 43 were unsheltered; and

WHEREAS, the CHAS establishes a five-year goal of expanding transitional shelter programs serving homeless persons, including The Center for Women in Transition (formerly Women's Emergency Shelter) and A Woman's Place;

WHEREAS, the U.S. Department of Housing and Urban Development has available on a competitive grant basis funds through its Supportive Housing Program to provide shelter and supportive services to homeless families with children for up to 24 months to help homeless families make the transition from homelessness to stability in housing and income; and

WHEREAS, a combined and coordinated effort of local agencies including A Woman's Place, The Center for Women in Transition, Salvation Army, the City of Urbana, the City of Champaign, the University of Illinois, and others is needed to compete for said competitive grant funds and to adequately address the needs of homeless persons in Urbana-Champaign.

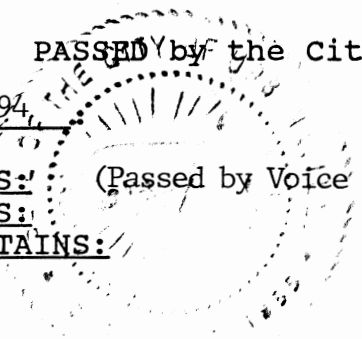
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1: That the Department of Community Development Services of the City of Urbana is hereby authorized and directed to file an application as lead administrative agency to the U.S. Department of Housing and Urban Development Supportive Housing Program in cooperation with A Woman's Place, The Center for Women in Transition, Salvation Army, and the City of Champaign for funds to support establishment and operation of a 36-bed transitional shelter for victims of domestic violence, a 16-bed transitional shelter for homeless women and their children, and four transitional units for homeless families.

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

PASSED by the City Council this 1st day of August,
19 94,

AYES: (Passed by Voice Vote)
NAYS:
ABSTAINS:


Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 5th day of August,
19 94.

Tod Satterthwaite
Tod Satterthwaite, Mayor

**EXTENSION OF MARKETING AGREEMENT (AS AMENDED)
EADS AT LINCOLN DEVELOPMENT
URBANA, ILLINOIS**

This extension agreement is made this 1st day of September 1999, between the City of Urbana, Illinois (hereinafter referred to as "CITY") and Coldwell Banker Devonshire Realty, Inc. (hereinafter referred to as "BROKER").

WITNESSETH:

WHEREAS, the CITY and BROKER entered into a marketing agreement on October 10, 1990 for marketing of up to fourteen single-family houses to be constructed by the CITY in Eads First Subdivision and Eads Second Subdivision, Urbana, Illinois; and

WHEREAS, the BROKER has successfully marketed fourteen single-family houses in Eads First Subdivision and Eads Second Subdivision, Urbana, Illinois; and

WHEREAS, the CITY desires to extend its marketing agreement with the BROKER to provide for the marketing of up to sixteen additional lots as identified by the Manager or Grants Coordinator II of the Grants Management Division of the City of Urbana for single-family housing construction in the vicinity of Eads First Subdivision and Eads Second Subdivision, Urbana, Illinois (hereinafter referred to as the "PROPERTY").

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements herein contained, the parties agree as follows.

1. BROKER shall use its skill and efforts to sell up to sixteen lots on the PROPERTY at prices established by the CITY, free of liens, and under conditions provided by the CITY. BROKER shall work with prospective buyers to choose a house design, obtain detailed contractor proposals for construction of a single-family residence, and secure construction and first mortgage financing with a participating financial institution. BROKER shall assign Roger Dunlap as the specific Listing Agent for the PROPERTY.
2. BROKER is authorized to advertise and to display "For Sale" signs on the PROPERTY, to photograph the PROPERTY and to use such photographs in negotiation for such sales, to have access to the PROPERTY to show the same at reasonable hours and to submit individual listings of the PROPERTY to the Champaign County Association of Realtors Multiple Listing Service.
4. BROKER shall not be responsible for vandalism, theft, or damage to the PROPERTY. CITY and BROKER acknowledge that it is illegal for either the BROKER or individual agents to refuse to show or sell to any person because of race, color, creed, class, national origin, religion, sex, age, marital status, physical and mental handicap, personal appearance, sexual preference, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, or source of income.
5. CITY agrees to refer to the BROKER all inquiries made and to cooperate with the BROKER to a reasonable degree to affect sale of lots. The term "sale" as used herein shall be construed to include any exchange to which the CITY consents in writing. Upon sale of a lot, the CITY agrees to have an attorney of the CITY's choice prepare a contract for sale and deed at the CITY's expense and to furnish at the CITY's expense a title insurance policy in the amount of the sales price or the estimated value of the lot.

6. If during the term of this Agreement anyone, including the CITY, produces a purchaser ready, willing, and able to purchase on said PROPERTY or if, within 120 days after termination of this Agreement, a sale is made to any persons to whom the PROPERTY was shown by anyone including the CITY during said Agreement, the CITY agrees to pay the BROKER a commission of Six Hundred Dollars (\$600) at closing of sale of a lot. In the event of the CITY's failure or refusal to pay a commission which becomes due under this Agreement, the CITY agrees to pay all costs incurred by the BROKER to collect same, including reasonable attorneys' fees.

The final purchase price of a constructed home on the PROPERTY will include payment of a commission to the BROKER at closing as set forth below. In the case of buyers with income at or below 80 percent of the median family income for Champaign County as determined from time to time by the U.S. Department of Housing and Urbana Development, this commission shall be equivalent to four percent (4%) of all construction costs including actual labor and materials, and construction loan interest and the BROKER agrees to co-broke a two percent (2%) commission to the selling office. In the case of buyers with income greater than 80 percent but less than or equal to 120 percent of median family income for Champaign County as determined from time to time by the U.S. Department of Housing and Urban Development, this commission shall be equivalent to five percent (5%) of all construction costs including actual labor and materials, and construction loan interest, and the BROKER agrees to co-broke a two and one half percent (2 1/2%) commission to the selling office. In the case of buyers with income greater than 120 percent of median family income for Champaign County as determined from time to time by the U.S. Department of Housing and Urban Development, this commission shall be equivalent to six percent (6%) of all construction costs including actual labor and materials, and construction interest, and the BROKER agrees to co-broke a three percent (3%) commission to the selling office.

7. BROKER agrees to implement the following specific marketing activities during the term of this Agreement.
 - A. BROKER agrees to list unsold lots on the PROPERTY in the Champaign County Multiple Listing Service until all available lots (up to sixteen) are sold or until this Agreement terminates, whichever occurs first.
 - B. BROKER agrees to install for-sale signs at all lots on the PROPERTY listed in the Multiple Listing Service.
 - C. BROKER agrees to conduct in-house briefings for Multiple Listing Service affiliates upon request of any Multiple Listing Service affiliate. Said in-house briefings shall provide information concerning house designs, special financing package, and eligibility requirements.
 - D. CITY agrees to prepare a pamphlet providing information concerning the PROPERTY, including house designs, special financing package, and eligibility requirements. BROKER agrees to pay for the printing and mailing cost of said pamphlet to prospective homebuyers in the immediate area of the PROPERTY, at minimum to residents of Census Tract 53. CITY agrees to assist BROKER with mailing of pamphlet and have the pamphlet ready for distribution to the BROKER on or before September 30, 1995. CITY shall have copies available to the BROKER and participating financial institutions upon request.

- E. BROKER agrees to refer all qualified, interested homebuyers for enrollment in mandatory pre-purchase counseling to be conducted by personnel from Central Illinois Bank, Champaign, Illinois.
 - F. During the Agreement term, BROKER agrees to install a sign acknowledging the BROKER, CITY, and participating financial institutions. The sign site and sign design shall be approved by the CITY prior to installation of the sign. BROKER agrees said sign shall be installed on or before November 15, 1995. A sign shall remain in place until all sixteen lots on the PROPERTY are sold or until this Agreement terminates, whichever occurs first.
8. No amendment or alterations in the terms hereof shall be valid or binding unless made in writing and signed by the parties hereto. If more than one purchaser or more than one owner are involved or if the agency, the purchaser, or the CITY is an entity other than a natural person, the pronouns and grammatical structure shall be understood to conform. This Agreement shall become effective on acceptance by the BROKER and the CITY and will terminate on December 31, 1997. This Agreement may be terminated prior to that date on 30 days written notice by the City.
9. Notices regarding this Agreement shall be considered effective upon deposit in the first class U.S. mail, postage pre-paid and addressed as follows:

To the CITY
 City of Urbana
 Bruce R. Stoffel
 Manager, Grants Management Division
 P.O. Box 946
 115 West Main Street, Suite 200
 Urbana, Illinois 61801

To the BROKER
 Roger Dunlap
 Coldwell Banker Devonshire Realty, Inc.
 407 Devonshire Drive
 Champaign, Illinois 61820

IN WITNESS WHEREOF each party has agreed to the provisions herein stated and has caused this Agreement to be executed by its duly authorized representatives.

CITY OF URBANA

COLDWELL BANKER DEVONSHIRE REALTY, INC.

By: Paul Sattethwaite

By: [Signature]

Attest: [Signature]
[Signature]
 Deputy Clerk

Attest: [Signature]

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