

URBANA HOME CONSORTIUM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION AGREEMENT
URBAN LEAGUE OF CHAMPAIGN COUNTY DEVELOPMENT CORPORATION

Lease-Purchase Program (FY2002-2003)

THIS AGREEMENT, made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the "City"), and URBAN LEAGUE OF CHAMPAIGN COUNTY DEVELOPMENT CORPORATION, an Illinois Not-For-Profit Organization (hereinafter "ULCCDC").

WITNESSETH:

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

WHEREAS, the Urbana HOME Consortium has received HOME Program funds from HUD for the period beginning July 1, 2002, and ending June 30, 2003, to increase affordable housing opportunities for low-income residents of Urbana, Champaign, and unincorporated Champaign County; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 2000-2004 (hereinafter the "Consolidated Plan") which budgets \$1,039,000 in Urbana HOME Consortium funds for the period beginning July 1, 2002, and ending June 30, 2003, including \$155,850 set aside for use by Community Housing Development Organizations (hereinafter "CHDOs") in accordance with an Intergovernmental Agreement Concerning Administration of a Champaign/Urbana/Rantoul/Champaign County HOME Investment Partnerships Consortium executed by Mayor Tod Satterthwaite on behalf of the City on July 7, 1999 (hereinafter the "Intergovernmental Agreement"); and

WHEREAS, the Consolidated Plan promotes expansion of homeownership opportunities and recommends that the City expand homeownership opportunities for low-income households; and

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

WHEREAS, ULCCDC has applied to the City for FY2002-2003 Urbana HOME Consortium funding to provide down payment grants and minor rehabilitation to families participating in ULCCDC's Principal Reduction Lease Purchase Program, for sale to low-income households (hereinafter the "Project"); and

WHEREAS, the City has the right and authority, pursuant to both the HOME Program and the Intergovernmental Agreement to allocate Urbana HOME Consortium funds to ULCCDC for the Project.

NOW, THEREFORE, the parties hereby agree as follows.

1. **Preamble** The preamble set forth above is hereby incorporated and made part of this Urbana HOME Consortium Recipient Agreement (hereinafter the "Agreement").
2. **Purpose** The purpose of this Agreement is to pledge FY2002-2003 Urbana HOME Consortium funds to provide ULCCDC with CHDO Set Aside funds to complete the Project.
3. **Pledge of HOME and Match Funds** The City pledges to ULCCDC \$103,937 in Urbana HOME Consortium funds for the Project as follows:
 - \$94,250 in FY 2002-2003 HOME CHDO funds.
 - \$23,563 in matching funds provided by ULCCDC (matching funds will be structured so as to be consistent with HUD guidance outlined in Notice: CPD 97-03).
 - \$9,687 from Urbana's share of FY 2002-2003 HOME Consortium funds (\$7,750 HOME and \$1,937 city match).

This pledge is subject to a pledge by the City of Champaign of a portion of its share of Urbana HOME Consortium funds, including HOME and match funds, as follows:

\$60,000 from Champaign's share of FY2002-2003 HOME funds and \$15,000 in City of Champaign match.

4. **Use of HOME and Match Funds** ULCCDC agrees to utilize \$127,500 in HOME funds pledged by the City and ULCCDC to provide down payment grants and minor rehabilitation work to a minimum of 3 low-income households in Urbana and 5 low-income households in Champaign. Each eligible household will receive a maximum of \$15,000.

\$102,000 in HOME grant funds and \$25,500 in matching funds, provide by ULCCDC and the City, shall be used by ULCCDC for expenses related to completion of the Project, in accordance with the tasks, activities and budget attached hereto as *Exhibit 1*.

ULCCDC shall not request disbursement of HOME funds until HOME funds are needed to pay eligible costs related to the Project. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation (i.e. payroll documentation, receipts, invoices). The City shall make payment to ULCCDC within fourteen (14) calendar days of receipt of a complete and acceptable request by the City. The City reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to "ULCCDC Corporation." All monies granted to ULCCDC pursuant to this Agreement shall be expended by October 1, 2003.

Further, no payments shall be released to ULCCDC prior to the City of Urbana receiving environmental clearance from the Illinois Historic Preservation Agency stating no historical significance has been identified at the properties being acquired with HOME funds. City of Urbana will be responsible for obtaining the necessary environmental clearance documentation.

Failure to ensure that the warranty deed is prepared in accordance with the provisions above and execute a Land Use Restriction Agreement at closing will result in withholding HOME funds until said items are addressed.

5. **Per-Unit Amount of Home Funds** For the purposes of this Agreement, the Per-Unit Amount of HOME funds is the total amount of HOME funds invested in the real property at a given street address. Per Unit Amount of HOME Funds may include, but not be limited to the following: down payment subsidy, property acquisition, construction loan interest, project delivery costs, administration costs, etc.
6. **Duration of the Agreement** This Agreement will be in effect through the affordability period as determined by the HUD regulation cited below.

HUD Regulation 92.252 (e). Period of Affordability

Periods of Affordability. The HOME-assisted units must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion. The affordability requirements apply without regard to the term of any loan or mortgage or the transfer of ownership. They must be imposed by deed restrictions, covenants running with the land, or other mechanisms approved by HUD, except that the affordability restrictions may terminate upon foreclosure or transfer in lieu of foreclosure. The participating jurisdiction may use purchase options,

rights of first refusal or other preemptive rights to purchase the housing before foreclosure or deed in lieu of foreclosure to preserve affordability. The affordability restrictions shall be revived according to the original terms if, during the original affordability period, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the project or property.

HUD Regulation 92.254 (a.)(4.)

Periods of Affordability. The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion. The per unit amount of HOME funds and the affordability period that they trigger are described more fully in paragraphs (a)(5)(i) (resale) and (ii) (recapture) of this section.

Minimum period of Homeownership assistance HOME amount per-unit affordability in years.

Homeownership Assistance HOME Investment Amount Per Unit	Minimum Years of Affordability in Years
Less than \$14,999	5
\$15,000-\$40,000	10
Over \$40,000	15

7. **Restrictions on Subsequent Sales of Certain Units** The City and ULCCDC agree that, to the extent allowable by law, the warranty deed to any house receiving funds pursuant to this Agreement shall include a provision restricting subsequent sales of said house to a family having income at or below 80 percent of area median family income, as defined and updated annually by the U.S. Department of Housing and Urban Development, for the period of affordability determined by the HOME Investment Amount Per Unit, as defined above in Items 5 and 6. This period of affordability shall commence the date that all necessary project information is provided to HUD via HUD’s Integrated Disbursement and Information System (IDIS). City of Urbana agrees to enter all information provided into IDIS within 15 days of recipient. Should the Project be modified, after initial commencement date of the affordability period, a new affordability period will be re-structured per the provisions of section 5,6,7 and 8 of this Agreement. This deed restriction shall not apply to properties repossessed by a financial institution as a result of foreclosure proceedings.

Further, at the time of the real closing for each of the project properties, ULCCDC will execute a Land Use Restriction Agreement that which will include language to ensure that the affordability period will be honored through the duration of this Agreement. City of Urbana, Grants Management staff will prepare and record this Land Use Restriction Agreement.

Failure to ensure that the warranty deed is prepared in accordance with the provisions above and execute a Land Use Restriction Agreement at closing will result in withholding HOME funds until said items are addressed.

8. **Financial Responsibility** The allocation of funds by the City pursuant to this Agreement shall in no way obligate the City for any financial responsibility incurred by the Project in excess of the funding pledged herein.

9. **Affirmative Marketing** ULCCDC must adopt an affirmative marketing policy and procedure acceptable to HUD to attract tenants for their rental properties per 24 CFR 92.351. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status or disability. The affirmative marketing requirements and procedures adopted must include:
 - Methods for informing the public, owners, and potential tenants about Federal fair housing laws and the City's affirmative marketing policy
 - Requirements and practices ULCCDC must adhere to in order to carry out the affirmative marketing procedures and requirements
 - Procedures to be used by ULCCDC to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach
 - Records that will be kept describing actions taken by ULCCDC to affirmatively market units and records to assess the results of these actions
 - A description of how the ULCCDC will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

10. **Equal Employment** ULCCDC agrees that there shall be no discrimination against any person who is employed in carrying out the Project, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Urbana law, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ULCCDC further agrees to the following.

- A. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and HUD.
- B. It shall furnish the City and HUD with information as they may require for the supervision of such compliance and will otherwise assist the City and HUD in the discharge of primary responsibility for securing compliance.
- C. It shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City, or HUD.
- D. It shall abide by the Urbana Human Rights Ordinance regarding equal employment.

11. **Certifications** ULCCDC represents the following with respect to this Agreement.

- A. ULCCDC possesses legal authority to receive HOME Program funds from the City and to execute the Project as described herein.
- B. The governing body of ULCCDC 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 ULCCDC to act in connection with this Agreement and to provide such additional information as may be required.
- C. ULCCDC, its successors and assigns, agrees to develop and operate the Project in accordance with HOME Program regulations promulgated at 24 CFR Part 92 and with applicable building codes.
- D. ULCCDC, its successors and assigns, agrees to comply with 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. ULCCDC agrees to comply with provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of HUD issued thereunder. ULCCDC certifies and agrees that it is under no contractual or other disability that would prevent ULCCDC from complying with these requirements. The responsibility to comply with Section 3 regulations includes the following.
 - Including reference to Section 3 in each subcontract in excess of \$100,000.
 - Sending each labor organization or representative of workers with which ULCCDC has a collective bargaining agreement or other understanding a notice of the ULCCDC commitment under Section 3.

- Posting copies of the notice in conspicuous places at work sites where both employees and applicants for employment positions can see the notice.
 - Refrain from filling any vacant employment and training positions after the contractor is selected but before the contract is executed to circumvent obligations under Section 3.
 - Refrain from entering into any contract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of Section 3 regulations.
 - Directing efforts to award covered contracts to Section 3 business concerns in order of priority.
 - Directing efforts to employ and train Section 3 residents in the order of priority.
 - Documenting actions taken to comply with Section 3 requirements.
 - Submitting required Section 3 reports.
- E. ULCCDC agrees to give maximum feasible priority to very low-income persons when administering the Project described herein.
- F. ULCCDC shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of federal funds for the Project. ULCCDC 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. ULCCDC shall separately and accurately identify use of HOME funds pursuant to this Agreement.
- G. ULCCDC shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ULCCDC receives federal financial assistance.
- H. ULCCDC shall comply with Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally-assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

- I. ULCCDC shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- J. No Federal appropriated funds have been paid or will be paid, by or on behalf of ULCCDC, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, ULCCDC will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- K. ULCCDC shall give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the Project.
- L. ULCCDC authorizes the City and HUD to conduct on-site reviews, examine personnel records, and to conduct any other procedure or practice necessary to assure compliance with this Agreement. ULCCDC will ensure that all documents related to this Project shall be kept for a period of five years after project's affordability period is completed (estimated at September 2017). Records to be retained include, but are not limited to timesheets; receipts and invoices for materials, supplies, and services; and documentation used to request reimbursement of expenses.
- M. ULCCDC shall at all times observe and comply with all laws, ordinances, or regulations of Federal, State, and local governments which may in any manner affect the performance of this Agreement. ULCCDC shall be liable to perform all acts to the City in the same manner as the City performs these functions to the Federal government.

- N. ULCCDC shall be responsible for any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, subcontractors, or agents of ULCCDC, 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 ULCCDC shall have no liability for damages or the costs incident thereto caused by the sole negligence of the City, or its officers, employees, or agents.
- O. ULCCDC shall have full control of the ways and means of performing the services referred to herein. ULCCDC acknowledges and agrees that its employees, representatives, subcontractors, and agents may in no respect be considered employees of the City.
- P. ULCCDC agrees that, to the greatest extent feasible, all construction-related expenditures made for the Project shall be made to Champaign County firms or individuals.
12. **Prohibition Against Lobbying** ULCCDC acknowledges that no funds disbursed pursuant to this Agreement shall be used to finance lobbying activities. Furthermore, ULCCDC acknowledges that no ULCCDC employee funded in whole or part pursuant to this Agreement shall engage in lobbying activities at any time during the term of this Agreement. For purposes of this Agreement the term "lobbying activities" shall include the following.
- Any activity related to the election or appointment of an individual to public office, including, but not limited to, contributions to campaign funds, solicitation in an attempt to influence the outcome of an election for public office, and preparation and dissemination of campaign materials
 - Sponsorship of candidate forums
 - Sponsorship of voter registration drives
 - Provision of transportation to polling places
 - Contributing financially to elected or appointed public officials in an attempt to influence legislation
 - Hiring an individual or individuals to represent an organization and/or its position before elected or appointed public officials .

13. **Compliance** ULCCDC agrees that if the City determines that ULCCDC has not complied with or is not complying with the provisions of this Agreement and so notifies ULCCDC by written notice of said violations and ULCCDC fails to correct said violations within thirty (30) days from receipt of said notice, the City may terminate this Agreement by written notice and may take any other action as may be permitted pursuant to this Agreement.
14. **Notices** Notices and communications under this Agreement shall be sent first class, prepaid to the respective parties as follows.
- TO THE CITY: Michael Loschen, Grants Coordinator
 Grants Management Division
 400 South Vine Street
 Urbana, Illinois 61801
- TO: Jean Algee
 ULCCDC
 314 S. Neil Street
 Champaign, IL 61820
15. **Contingencies** This Agreement, including the provision of funds by the Urbana HOME Consortium for the Project as described herein, is contingent upon the following:
- Receipt of FY 2002-2003 HOME Program funds from HUD to the City of Urbana on behalf of the Urbana HOME Consortium in an amount not less than \$1,039,000.
 - City of Champaign contributing \$60,000 in HOME grant and \$15,000 in matching funds towards the Project.
16. **Assignment** ULCCDC shall not assign this Agreement, nor any part thereof, without prior written approval of the City.
17. **Modification** No modification of this Agreement, including modification of the project budget in *Exhibit 1*, shall be effective unless in writing and executed by the parties hereto.
18. **Termination** Unless otherwise extended through a modification, this Agreement shall terminate on October 1, 2003.
19. **Execution of Agreement.** This Agreement shall be binding upon the City and ULCCDC, their successors and assigns, and shall be effective as of the date executed by the Mayor and attested by the City Clerk.

CITY OF URBANA

BY: _____

DATE: _____

ATTEST: _____

ULCCDC COPORATION

BY: _____

DATE: _____

ATTEST: _____

Exhibit 1:
Budge and Schedule for Project (FY 2002 – 2003)

Estimated Budget for Project

Development Expenses	HOME	Match
Property Acquisition/Improvements	\$102,000	\$25,500
 TOTAL COSTS	 \$127,500	

Project Tasks and Schedule

The following is a listing project tasks and schedule for completion within the budget (referenced above).

TASK	BUDGET	COMPLETION DATE
Acquire/improve/lease house #1	\$15,000	October 1, 2003
Acquire/improve/lease house #2	\$15,000	October 1, 2003
Acquire/improve/lease house #3	\$15,000	October 1, 2003
Acquire/improve/lease house #4	\$15,000	October 1, 2003
Acquire/improve/lease house #5	\$15,000	October 1, 2003
Acquire/improve/lease house #6	\$15,000	October 1, 2003
Acquire/improve/lease house #7	\$15,000	October 1, 2003
Acquire/improve/lease house #8	\$15,000	October 1, 2003
TOTAL	\$120,000	

*Difference between \$120,000 estimate and total project budget of \$127,500 will provide a contingency fund or result in another unit be purchased for the lease-purchase program.

ORDINANCE NO. 2002-09-109

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION
OF AN URBANA HOME CONSORTIUM COMMUNITY HOUSING
DEVELOPMENT ORGANIZATION AGREEMENT**

(Urban League of Champaign County Development Corporation - Lease-Purchase
Program - FY2002-2003)

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

Section 1. That an Agreement providing \$127,500 in HOME and match funds, for the acquisition of homes in the Cities of Urbana and Champaign for use in the Urban League of Champaign County Development Corporation's Lease-Purchase Program, between the City of Urbana and the Urban League of Champaign County Development Corporation, in 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 _____ day of _____,
_____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____,
_____.

Tod Satterthwaite, Mayor