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**DATE:** Tuesday, June 25, 2024  
**TIME:** 6:00 PM  
**PLACE:** 400 South Vine Street, Urbana, IL 61801

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## **AGENDA**

**A. Call to Order and Roll Call**

**B. Approval of Minutes of Previous Meeting**

1. May 28, 2024 Regular Meeting

**C. Additions to Agenda**

**D. Public Input**

**E. Presentations**

**F. Staff Report**

1. Staff Report

**G. Unfinished Business**

**H. New Business**

1. A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Regarding the use of HOME Funds on Behalf of the City of Champaign, Illinois (Bristol Place Seniors, LP FY 2024-2025)
2. A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Rental Housing Developer Agreement (Bristol Place Seniors, LP FY 2024-2025)
3. A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Designating Champaign County Regional Planning Commission as a Subrecipient of HOME Program Funds for Tenant Based Rental Assistance FY25
4. A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Designating Courage Connection as a Subrecipient of HOME Program Funds for Tenant Based Rental Assistance FY25

**I. Adjournment**



*DRAFT*

**MINUTES**

**COMMUNITY DEVELOPMENT COMMISSION MEETING**

**Tuesday, May 28, 2024, City Council Chambers**

**400 South Vine Street, Urbana, IL 61801**

**Call to Order:** At 6:03 p.m., Chairperson Anne Heinze-Silvis called the meeting to order.

**Roll Call:** The roll was called by Grants Management Division Manager, Breaden Belcher. A quorum was present.

**Commission Members Present:** Anne Heinze-Silvis, Rev. Robert Freeman, DeShawn Williams, Chris Diana

**Commission Members Excused/Absent:** Patricia Jones

**Others Present:** Breaden Belcher, Grants Management Division Manager; Nick Olsen, Community Development Coordinator

**Approval of Minutes:** Commissioner Williams moved to approve the minutes of the March 26, 2024 Regular Meeting. Commissioner Freeman seconded the motion, which was carried unanimously.

**Additions to the Agenda:** There were none.

**Public Input:** There was none.

**Staff Report:** Nick Olsen, Community Development Coordinator, spoke about attending a CDBG training organized by the National Community Development Association in Columbus, OH in April.

Mr. Belcher provided an update that federal CDBG and HOME allocations had been announced, and that funding for Urbana's programs was down 21% from previous years. He mentioned that there were nationwide cuts to programs, but that carryover funds from previous years should help to prevent any service reductions in the coming year. Commissioner Freeman asked if the 2020 Census would have impacted the level of funding. Mr. Belcher said he thinks that is a reasonable assumption, but HUD explanation of funding levels is limited.

Mr. Olsen and Mr. Belcher provided an update on the Neighborhood Cleanup event that took place on May 18, 2024, and which is funded through CDBG. 115 households attended the drop-off site, and 78 households with seniors or persons with disabilities received a courtesy collection.

Mr. Belcher announced that the City of Urbana Grants Management Division had hired Cameron Messmer for the position of Community Development Specialist, and spoke about Mr. Messmer's previous experience managing housing programs, and stated he would be starting on June 4, 2024.

**Unfinished Business:** There was none.

**New Business:**

1. 810 E University Loan Modification

Mr. Belcher explained that 810 East University Avenue is a home that received assistance through the City's no longer active Whole House Rehabilitation program (funded through HOME) in 1992. The original agreement required the household to pay back loan funds if the home were to be sold and the loan had not yet been repaid. CDC has the power to modify the loan so that it may be forgiven at the point of the sale. The current homeowners are considering selling the home and have inquired about forgiving the loan.

Commissioner Freeman asked for clarification about waving the loan. He stated he would have concerns about forgiving the money to the property and potential investors as opposed to the household.

Commissioner Williams asked about the initial intention of the loan agreement. Mr. Belcher explained that the assistance came with a 5-year affordability period that the Commission would have the option of forgiving after that point.

There was general discussion over the feasibility of keeping a lien on the property and whether the initial assistance has served its purpose.

Commissioner Freeman motioned to approve loan forgiveness at the point of sale. Commissioner Williams seconded. In ensuing discussion, there was general agreement that more information on the financial situation of the home and the household would help the Commission make a decision. This initial motion failed due to lack of a vote.

Commissioner Freeman motioned to table discussion of the item more information could be provided. Commissioner Williams seconded. All present voted in favor and the item was tabled for continued discussion at a later meeting.

2. Housing Program Manual Amendment

Mr. Olsen provided an overview of Housing Program Manual Amendments related to HUD's new rule requiring consideration of radon as part of the Environmental Review process for projects receiving federal assistance. He explained that this would require testing and potential mitigation for rehabilitation and new construction projects. Because radon mitigation has the potential to significantly increase project costs, the proposed Program Manual amendment would increase assistance caps for housing rehabilitation programs by \$5,000 in instances where radon mitigation is required.

Commissioner Freeman motioned to approve the proposed amendment, noting that he understands radon is a major health concern. Commissioner Williams seconded the motion. Commissioner Diana stated that based on his experience, he expects many properties will require mitigation. All present voted in favor and the motion was approved.

3. A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Development Block Grant Agreement - Rape Advocacy, Counseling, & Education Services - Survivor Services-Trauma Therapy

Mr. Belcher provided overview of RACES' social service programming, and explained that \$30,000 in CDBG assistance was being recommended to fund the organization. He explained that CDBG public services funds are subject to a maximum expenditure cap. He also provided an overview of Youth Services Grant application and selection process, and explained that other selected Youth Services programs would receive general City funds.

Freeman asked why no funding had been recommended for the USD 116 Tiger Academy program this. Mt. Belcher discussed the scoring rubric used by the Youth Services review committee, and also stated that City Council would still need to approve the recommendations. He clarified that the current item was only to provide CDBG funds to the RACES program.

Commissioner Williams motioned to approve the proposed funding for RACES. Commissioner Diana seconded. All present voted in favor, and the motion was forwarded to City Council with a recommendation of approval.

**Study Session:** There were no Study Session items to discuss.

**Adjournment:** Chairperson Heinze-Silvis adjourned the meeting at 6:39 p.m.

Recorded by:

Nick Olsen  
Community Development Coordinator



**DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES**

***GRANTS MANAGEMENT DIVISION***

**TO:** Community Development Commission Members  
**FROM:** Breaden Belcher, Grants Division Manager  
**DATE:** June 20, 2024  
**SUBJECT:** Staff Briefing

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**Grants Management Division Activities**

- Community Development Specialist
- Youth Services Grant Update



City of Urbana  
400 S. Vine Street, Urbana, IL 61801  
[www.urbanailinois.us](http://www.urbanailinois.us)

## MEMORANDUM TO THE COMMUNIT DEVELOPMENT COMMISSION

**Meeting:** June 25, 2025 Community Development Commission

**Subject:** A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Regarding the use of HOME Funds on Behalf of the City of Champaign, Illinois (Bristol Place Seniors, LP FY 2024-2025)

A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Rental Housing Developer Agreement (Bristol Place Seniors, LP FY 2024-2025)

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### Summary

#### *Action Requested*

Staff request the Community Development Commission forward the attached Resolutions to the Urbana City Council Committee of the Whole with a recommendation of approval.

#### *Brief Background*

The attached Resolutions authorize staff to execute agreements with the City of Champaign and Bristol Place Seniors, LP, an Illinois limited Partnership, for the development of affordable housing for seniors as part of the Bristol Place redevelopment project. Under the terms of the agreements, which are included in this packet, the Urbana HOME Consortium will commit up to \$1,043,000 in prior year HOME funds for the construction of a four story elevator building comprised of sixty (60) one and two bedroom apartments. The affordable housing development will be located in the City of Champaign.

### Discussion

#### *Additional Background Information*

The total project cost is estimated at \$19,445,000. The City of Champaign and Bristol Place Seniors, LP are required to contribute a minimum of \$250,000 in matching funds to this project. The anticipated construction start date is mid-July 2024, with a target completion date of September 30, 2025.

The maximum tenant income cannot exceed eighty percent (80%) of area median income as established annually by HUD. Monthly rent cannot exceed the Low HOME rent limit as published annually by HUD:

# Of Bedrooms	Low HOME Rent
1	\$846
2	\$967

Rents must conform to HUD's rental limits during the Affordability Period established under the terms of the agreements. The affordability period under this agreement is twenty (20) years.

#### *Recommendation*

Staff recommend forward the attached Resolutions to the Urbana City Council Committee of the Whole with a recommendation of approval as part of the Consent agenda.

#### **Attachments**

1. A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Regarding the use of HOME Funds on Behalf of the City of Champaign, Illinois (Bristol Place Seniors, LP FY 2024-2025)
2. Urbana HOME Consortium Subrecipient Agreement Regarding the Use of HOME Funds on Behalf of the City of Champaign, Illinois (Bristol Place Seniors, LP FY 2024-2025)
3. A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Rental Housing Developer Agreement (Bristol Place Seniors, LP FY 2024-2025)
4. Urbana HOME Consortium Rental Housing Developer Agreement (Bristol Place Seniors, LP FY 2024-2025)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT  
REGARDING THE USE OF HOME FUNDS ON BEHALF OF THE CITY OF  
CHAMPAIGN, ILLINOIS**

**(BRISTOL PLACE SENIORS, LP FY 2024-2025)**

**WHEREAS**, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

**WHEREAS**, The City Council of the City of Urbana, Illinois, has found and determined that execution of the attached subrecipient agreement is desirable and necessary to carry out one of the corporate purposes of the City of Urbana, to wit: implementation of Strategies and Objectives to Address the Affordable Housing Needs of Low- and Moderate-Income Households described in the City of Urbana and Urbana HOME Consortium (Champaign/Urbana/Champaign County) FY 2020-2024 Consolidated Plan.

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

Section 1. That an Agreement providing \$1,043,000 in HOME Program funds, for the construction of Bristol Place Senior Residences, between the City of Urbana and City of Champaign, 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSTAINED:

\_\_\_\_\_  
Darcy E. Sandefur

**APPROVED BY THE MAYOR** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

**URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT REGARDING THE  
USE OF HOME FUNDS ON BEHALF OF THE CITY OF CHAMPAIGN, ILLINOIS**

**(BRISTOL PLACE SENIORS, LP FY 2024-2025)**

This **SUBRECIPIENT AGREEMENT** is entered into and shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Urbana, Illinois, hereinafter referred to as ("URBANA"), lead entity for the Urbana HOME Consortium, and the City of Champaign, hereinafter referred to as ("CHAMPAIGN"), a member of the Urbana HOME Consortium and a subrecipient of HOME funds.

**WITNESSETH:**

WHEREAS, the National Affordable Housing Act ("Act") makes possible the allocation of HOME Investment Partnerships funds to the Urbana HOME Consortium for the purpose of undertaking only housing activities specified in Title II of the Act; and

WHEREAS, units of local government had conferred upon them the following powers by Article VII, Section 10, of the 1970 Illinois Constitution:

"(A) Units of local government and school districts may contract or otherwise associate themselves, with the State, with other States and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or ordinance. Units of local government and school districts may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues and other resources to pay costs and to service debt related to intergovernmental activities"; and

WHEREAS, Sections 3 and 5 of the Intergovernmental Cooperation Act (5 ILCS 220/3 and 220/5) provide as follows:

"Section 3. INTERGOVERNMENTAL AGREEMENTS. Any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State and jointly with any public agency or any other State or of the United States to the extent that laws of such other State or of the United States do not prohibit joint exercise or enjoyment."

"Section 5. INTERGOVERNMENTAL CONTRACTS. Any one or more public agencies may contract with any one or more other public agencies to perform any

governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each part to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties".

WHEREAS, the parties hereto have authorized the execution of this AGREEMENT, as an exercise of their respective powers and other governmental authority, and, as an exercise of their Intergovernmental cooperation authority under the Constitution and statues of the State of Illinois; and

WHEREAS, URBANA, CHAMPAIGN and CHAMPAIGN COUNTY have entered into a Cooperative Agreement to form the Urbana HOME Consortium to qualify for HOME Investment Partnership Act funds, funded by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, URBANA is the lead agency of the Consortium, and is designated by HUD as the HOME Participating Jurisdiction; and

WHEREAS, URBANA and CHAMPAIGN have typically entered into Subrecipient Agreements that allow CHAMPAIGN to disburse a proportionate amount of the HOME funds received annually on projects in the City of Champaign on behalf of the Consortium; and

WHEREAS, due to the nature of the anticipated use of funds stemming from Grant Number M-19-DC-17-0217 (FY 2019 – 2020), M-20-DC-17-0217 (FY 2020 – 2021), M-21-DC-17-0217 (FY 2021-2022 HOME Allocation), M-22-DC-17-0217 (FY 2022-2023 HOME Allocation), and M-23-DC-17-0217 (FY 2023-2024 HOME Allocation) URBANA and CHAMPAIGN have determined that it is mutually beneficial to have URBANA disburse HOME funds for HOME-eligible activities in the City of Champaign; and

NOW, THEREFORE, all recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this AGREEMENT.

## **1. BUDGET & USE OF HOME FUNDS / SCOPE OF SERVICES**

CHAMPAIGN agrees that URBANA shall take full responsibility for committing and expending HOME funds not to exceed \$1,043,000 stemming from the Urbana HOME Consortium's HOME Program allocations from Fiscal Years 2019-2020, 2020-2021, 2021-2022, 2022-2023, and 2023-2024. URBANA agrees to commit these funds to the new construction of affordable rental units as part of the Bristol Place Senior Residences Redevelopment ("PROJECT"). The units assisted with HOME funds through the funds governed by this AGREEMENT ("CITY HOME ASSISTED

UNITS) shall be established as specific units with fixed addresses.

## **2. Responsibilities**

- a. CHAMPAIGN agrees to undertake and be responsible for completing the following actions related to HOME requirements as part of the PROJECT. CHAMPAIGN will submit to URBANA evidence that CHAMPAIGN has completed all the responsibilities outlined below and ensure that it meets requirements of the HOME Program.
  - i. Property Standards: CHAMPAIGN agrees to inspect the units identified as the CITY HOME ASSISTED UNITS among the newly constructed rental units to ensure that they are maintained in accordance with the minimum property standards as established by CHAMPAIGN. An inspection of the CITY HOME ASSISTED UNITS must be completed within twelve (12) months after issuance of the certificates of occupancy for the units. Inspections must be undertaken at least annually thereafter, or upon request by URBANA. Reports must be submitted to URBANA following any inspections of the CITY HOME ASSISTED UNITS.
  - ii. Affirmative Marketing: CHAMPAIGN agrees to affirmatively market the CITY HOME ASSISTED UNITS available for rent in a manner to attract tenants without regard to race, color, national origin, sex, religion, familial status, or disability, in accordance with URBANA's HOME Affirmative Marketing Standards. CHAMPAIGN agrees to undertake the following, or to ensure that the following are completed by the developer, contractor, or subcontractor, with regards to affirmative marketing:
    1. Use the Equal Housing opportunity logo in all advertising;
    2. Display a Fair Housing poster in the rental office;
    3. Where appropriate to advertise, use media, including minority outlets, likely to reach persons least likely to apply for the housing;
    4. Maintain files of the project's affirmative marketing activities for five (5) years and provide access thereto to URBANA's staff;
    5. Not refrain from renting to any participating tenant holding a Section 8 Housing Choice Voucher, except for good cause, such as previous failure to pay rent and/or maintain a rental unit, or the tenant's violation of other terms and conditions of tenancy;

6. Comply with Section 8 Housing Choice Voucher regulations when renting to any participating tenant;
  7. Exercise affirmative marketing of the units when vacated;
  8. Complete the Urbana HOME Consortium Affirmative Marketing Plan, attached to this agreement as Exhibit A.
- iii. Match: CHAMPAIGN must submit documentation of qualified matching funds and source of funds to URBANA in accordance with the HOME Program requirements at 24 CFR 92.220. Qualified matching funds must total at least **\$260,750.**
- b. URBANA agrees that it shall be responsible for satisfying all other requirements of the HOME Program related to the commitment and expenditure of HOME funds as part of the PROJECT, as well as monitoring of the PROJECT at regular intervals following completion.

### 3. Miscellaneous Provisions

- a. This AGREEMENT may not be amended without URBANA approval. Any amendment to this AGREEMENT must be in writing and signed by a duly authorized representative of both organizations. Such amendment(s) shall not invalidate this AGREEMENT, nor relieve or release URBANA or CHAMPAIGN from its obligations under this AGREEMENT. However, URBANA may amend this AGREEMENT without **CHAMPAIGN** approval, to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment(s) results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this AGREEMENT, such modifications will be incorporated only by written amendment signed by both URBANA and CHAMPAIGN.
- b. This AGREEMENT is made subject to financial assistance agreements between URBANA and the United States Department of Housing and Urban Development (HUD), with the rights and remedies of the parties hereto being in accordance with this AGREEMENT.
- c. Unless determined by the URBANA pursuant to the terms of this AGREEMENT above, this AGREEMENT will remain in effect for the Affordability Period of the PROJECT as required by Federal regulation under the HOME Program, and as required by applicable record keeping requirements.
- d. Funds identified as Program Income and collected by URBANA shall be accounted for and reported to HUD as required by Federal regulations. URBANA shall be permitted to use Program Income stemming from the funds referred to in Section 1 of this AGREEMENT on projects or activities of its choosing.

- e. If any provision of this AGREEMENT is invalid for any reason, such invalidation shall not affect the other provisions of this AGREEMENT which can be given effect without the invalid provision, and to this end the provisions of this AGREEMENT are to be severable.
- f. The section headings of this AGREEMENT are for convenience and reference only and in no way define, limit, or describe the scope or intent of this AGREEMENT, and should be ignored in construing or interpreting this AGREEMENT.

#### **4. Enforcing of Agreement**

A default shall consist of failure to undertake the responsibilities identified in Section 2 of this AGREEMENT. Upon due notice to CHAMPAIGN of the occurrence of any such default and the provision of a reasonable opportunity to respond, URBANA may take one or more of the following actions:

- a. Direct CHAMPAIGN to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities;
- b. Direct CHAMPAIGN to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- c. Reprogram HOME funds that have not yet been expended from the PROJECT to other eligible activities or withhold HOME Program funds from the PROJECT;
- d. Suspend disbursement of HOME Program funds for the PROJECT;
- e. Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the AGREEMENT and any other available remedies.

For purposes of this AGREEMENT, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by CHAMPAIGN of URBANA'S written notice of default. No delay or omission by URBANA and/or HUD in exercising any right or remedy available to it under the AGREEMENT shall impair any such right, remedy, or constitute a waiver or acquiescence in any CHAMPAIGN default.

Unless CHAMPAIGN's default is waived, URBANA may terminate this AGREEMENT for said default. Waiver by URBANA of CHAMPAIGN'S default under this AGREEMENT shall not be deemed to be a waiver of any other default nor shall it be termination notice.

CITY OF URBANA

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Diane Wolfe Marlin, Mayor

Attest: \_\_\_\_\_ Date: \_\_\_\_\_

CITY OF CHAMPAIGN

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title:

Attest: \_\_\_\_\_ Date: \_\_\_\_\_



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE  
EXECUTION OF AN URBANA HOME CONSORTIUM RENTAL  
HOUSING DEVELOPER AGREEMENT**

**(Bristol Place Seniors, LP FY 2024-2025)**

**WHEREAS**, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

**WHEREAS**, The City Council of the City of Urbana, Illinois, has found and determined that execution of the attached developer agreement is desirable and necessary to carry out one of the corporate purposes of the City of Urbana, to wit: implementation of Strategies and Objectives to Address the Affordable Housing Needs of Low- and Moderate-Income Households described in the City of Urbana and Urbana HOME Consortium (Champaign/Urbana/Champaign County) FY 2020-2024 Consolidated Plan.

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

Section 1. That an Agreement providing \$1,043,000 in HOME Program funds, for for the construction of Bristol Place Senior Residences, between the City of Urbana and Bristol Place Seniors, LP, 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSTAINED:

\_\_\_\_\_  
Darcy E. Sandefur

**APPROVED BY THE MAYOR** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

This instrument was prepared by:

City of Urbana, Grants Management Division  
400 S. Vine Street  
Urbana, IL 61801

After recording, return to:

City of Urbana, Grants Division  
400 S. Vine Street  
Urbana, IL 61801  
Attn: Breaden Belcher, Manager

**URBANA HOME CONSORTIUM  
RENTAL HOUSING DEVELOPER AGREEMENT**  
Bristol Place Seniors, LP FY 2024-2025

THIS RENTAL HOUSING DEVELOPER AGREEMENT is made by and between the City of Urbana, Illinois, a municipal corporation of the State of Illinois (“LENDER”), having its principal offices at 400 S. Vine Street, Urbana, IL 61801, and **Bristol Place Seniors, LP**, an Illinois limited Partnership, having a principal place of business at c/o AHDVS, LLC, 15255 S. 94<sup>th</sup> Avenue, Suite 500, Orland Park, IL 60462 (“BORROWER”).

**BACKGROUND**

The Congress of the United States has enacted the Cranston- Gonzalez National Affordable Housing Act of 1990, 42 U.S.C. 12701, *et seq.* (the “National Affordable Housing Act”), which created the HOME Investment Partnerships Program (“HOME Program”) to provide funds to state and local governments for affordable housing assistance that is most appropriate for local needs.

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 (“HUD”) for purposes of receiving HOME funds in the name of the Urbana HOME Investment Partnerships Consortium (the “HOME Consortium”) under provisions of Title II of the National Affordable Housing Act.

The BORROWER desires to serve as an owner, borrower and developer of an affordable rental housing development within the City of Champaign.

The LENDER, as a member of the Urbana HOME Consortium, has authority under the provisions of the HOME Program to provide financial assistance for the development of a mixed-income, affordable residential rental development.

The BORROWER has submitted a proposal to the LENDER for assistance to construct a number of affordable rental dwelling units (the “PROJECT”) on a property (the “PROPERTY”)

commonly known as Bristol Place, and more particularly described in the legal description included as Exhibit A.

The LENDER has reviewed said proposal and has conducted an evaluation of said PROJECT, including a comprehensive review of the site and building plans that will achieve the minimum property standard, as established by the LENDER, as part of said PROJECT and an estimated total cost of said PROJECT.

The LENDER has determined that the PROJECT is eligible for funding under the HOME Program.

The BORROWER has been fully informed regarding any and all requirements, and obligations that must be met by the PROJECT in order to utilize HOME Program funds, including but not limited to the requirement that, after construction, the dwelling unit(s) must remain affordable to low-income households (eighty percent (80%) of area median income as established by HUD) for a period of 20 years from the date the PROJECT has achieved full initial occupancy, in accordance with 24 CFR Part 92, Sections 92-203 and 92-251 through and including 92-253. The gross annual household income of initial occupants of any CITY HOME ASSISTED UNIT must not exceed fifty percent (50%) of area median income as established by HUD.

The BORROWER, after said evaluation and assessment of the PROJECT by the LENDER, and having been fully informed regarding the requirements of the HOME Program, is committed to commencing construction of said PROJECT on or before December 31, 2024, and with the assistance of HOME Program funds, completing construction on or before December 31, 2025, in accordance with the Project Completion Schedule in Exhibit C. The BORROWER has made necessary arrangements to provide any required matching private contribution towards the cost of said PROJECT.

The loan is evidenced, secured and governed by, among other things: (a) the Note, (b) the Mortgage of even date herewith executed by BORROWER and recorded on in the Recorder's Office of Champaign County ("Mortgage"), (c) this Rental Housing Agreement entered into by BORROWER and LENDER dated as of even date herewith, such agreement being on file at the offices of the City, and (d) the Regulatory and Land Use Restriction Agreement. The Regulatory and Land Use Restriction Agreement, the Project Agreement, the Note, the Mortgage, and all other documents executed by Borrower which evidence, govern or secure the Loan are each referred to as a "LOAN DOCUMENT" and collectively referred to as the "LOAN DOCUMENTS."

Therefore, the parties agree as follows.

### **USE of HOME Funds**

The LENDER shall lend the BORROWER an amount not to exceed **\$1,043,000** (from the LENDER's federal HOME Program allocation from Fiscal Years 2019-2020, 2020-2021, 2021-2022, 2022-2023, and 2023-2024) to assist with the construction of six (6) affordable rental dwelling units (the "CITY HOME ASSISTED UNITS") out of a total of sixty (60) dwelling units (the "PROJECT HOME ASSISTED UNITS") in the PROJECT that will be assisted with HOME funds on the PROPERTY. The PROPERTY is legally described in Exhibit A, which is attached to this agreement. The BORROWER shall comply with the following requirements:

- a.) Complete work on the PROJECT in accordance with the following documents:
  1. Scope of Work/Project Description including the schedule attached hereto as Exhibit B.
  2. The Budget, attached hereto as Exhibit C.
  3. The plans, drawings and specifications, as submitted to, and after the date hereof, approved by, the City of Champaign.
- b.) After the date hereof, secure legal possession of the PROPERTY by means of fee simple title.

## HOME PROJECT Requirements

The BORROWER shall comply with all income determinations and affordability requirements of the HOME Program for each CITY HOME ASSISTED UNIT described in subsection d of this section, as set forth in 24 CFR 92.203 and 92.252, as amended. The BORROWER shall determine whether each family is income eligible by determining the family's annual income in accordance with the Part 5 (Section 8) methodology allowed in 24 CFR 92.203. The CITY HOME ASSISTED UNITS in a rental housing project must be occupied only by households that are eligible as low-income families (eighty percent (80%) of area median income as established by HUD) and must meet the affordability requirements as described more fully in 24 CFR 92.252(e). The gross annual household income of initial occupants of any CITY HOME ASSISTED UNIT must not exceed fifty percent (50%) of area median income as established by HUD.

- a.) Affordability Period: For **twenty (20)** years following PROJECT completion in HUD's Integrated Disbursement and Information System ("the Affordability Period"), the BORROWER shall restrict the use of the CITY HOME ASSISTED UNITS to "affordable housing."
- b.) Maximum Tenant Income: The maximum income for households residing in the CITY HOME ASSISTED UNITS cannot exceed eighty percent (80%) of the area median income, adjusted by family size, as defined annually by HUD. The gross annual household income of initial occupants of any CITY HOME ASSISTED UNIT must not exceed fifty percent (50%) of area median income as established by HUD.
- c.) Rent Limitations: The gross rent for all CITY HOME ASSISTED UNITS (base rent plus applicable utility allowance computed in accordance with Section 42 of the Internal Revenue Code, 26 U.S.C. § 42, and applicable HOME regulations, as amended, and defined by the Urbana HOME Consortium) cannot exceed the maximum Low HOME Rents as published annually by HUD, and issued annually by the LENDER. The initial monthly rent for each unit cannot exceed

# of Bedrooms	High HOME Rents	Low HOME Rents
1	\$871	\$846
2	\$1,030	\$967
3	\$1,335	\$1,089

BORROWER must obtain permission from the LENDER prior to changing the monthly rent at the CITY HOME ASSISTED UNITS. BORROWER must provide tenants of those units not less than 30 days prior written notice before implementing any increase in rents.

Due to the use of 9% LIHTC, the Low HOME rent limits for the CITY HOME ASSISTED UNITS are subject to the lesser of the Low HOME rent or tax credit limit, while the High HOME rent limits for the CITY HOME ASSISTED UNITS are subject to the lesser of the High HOME rent or tax credit limit. The rent may be raised to a Federal or State rental assistance program limit only if the tenant pays no more than 30 percent of adjusted income, the subsidy is project-based, and the tenant's income is less than 50 percent of the area median income.

- d.) CITY HOME ASSISTED UNIT Designation: The parties have designated six (6) floating units as the CITY HOME ASSISTED UNITS. The units that are designated as the CITY HOME ASSISTED UNITS may change over time, as long as the total number of CITY HOME ASSISTED UNITS is no greater or less than six (6) at any given time. The CITY HOME ASSISTED UNITS shall be one-bedroom units. BORROWER must ensure that the CITY HOME ASSISTED UNITS remain comparable to the non-assisted units over the affordability period in terms of size and features included in other one-bedroom units.
- e.) Increases in Tenant Income: When the income of a tenant occupying a Low HOME rent unit increases over 50 percent of the area median income, but does not exceed 80 percent of the area median income, the unit that is occupied by the over-income tenant is considered a Low HOME rent unit until a comparable unit can be substituted. The rent of the tenant whose income has gone above 50 percent of area median income must not exceed the Low HOME rent limit while the unit has a Low HOME rent unit designation. To restore compliance, the BORROWER must rent the next available High HOME rent unit to a very low-income tenant. The unit is redesignated as a Low HOME rent unit. Once this unit has been redesignated as a Low HOME rent unit, the unit with the over-income tenant may be redesignated as a High HOME unit, and the tenant's rent may be increased up to the High HOME rent limit for the unit. This process should not increase the number of assisted units. When a tenant's income increases above 80 percent of the area median income, the tenant's rent must be adjusted so that the over-income tenant pays 30 percent of its adjusted income for rent and utilities; rent is capped at market rent for comparable, unassisted units in the neighborhood in projects with floating HOME units. If the loan is being made available for units that have been allocated a low-income housing tax credit by IHDA pursuant to Section 42 of the Internal Revenue Code, and if and so long as applicable regulations under the HOME Program allow an exemption, such rental increase requirements will defer to the requirements of the low-income housing tax credit. This rule only applies to over-income tenants in existing assisted units. BORROWER may not defer to LIHTC rents in HOME units when initially developing assisted units. When tenants receive additional subsidy through rental assistance programs such as Section 8, HOME requirements shall be followed, which allow the rent to be raised to the rental assistance program limit only if the tenant

- pays no more than 30% of adjusted income, the subsidy is project-based (not tenant-based), and the tenant's income is less than 50% of the area median income.
- f.) Leasing: All leases between the BORROWER and tenants residing in a CITY HOME ASSISTED UNIT will be for not less than one (1) year in duration and will comply with and not contain any lease provisions prohibited by 24 CFR 92.253, as amended. BORROWER may not terminate the tenancy or refuse to renew the lease of a tenant in a CITY HOME ASSISTED UNIT except in the circumstances identified in 24 CFR 92.253(c). BORROWER must adopt written tenant selection policies and criteria for the PROJECT that meet the requirements listed at 24 CFR 92.253(d).
  - g.) Certification of Tenants' Income: The BORROWER shall submit or cause to be submitted to the LENDER within ninety (90) days of its fiscal year end the income records of all tenants that are or have been occupying CITY HOME ASSISTED UNITS within the preceding twelve (12) months, and verifying that those tenants meet the income guidelines set forth herein, or in the case of existing tenants in said CITY HOME ASSISTED UNITS whose income has increased above eighty percent (80%) of area median income, as defined annually by HUD, that the BORROWER has complied with applicable HOME Program regulations in filling the next available vacant units. BORROWER shall calculate tenant or potential tenant income using the Part V (Section 8) Method, while calculating income from assets as required by the HOME PROGRAM. Recertification of tenant income shall be done in accordance with the more stringent of either the HOME PROGRAM or LIHTC Program requirements.
  - h.) Non-Discrimination Against Subsidy Holders: The BORROWER shall not, in the provision of services, or in any other manner, discriminate against any person on the basis of age, race, color, creed, religion, sex, disability, familial status or national origin.
  - i.) Matching Funds: Matching funds in at least the amount of \$250,000 must be provided by the BORROWER. ?

### **Other Program Requirements**

The BORROWER shall comply with requirements imposed by Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 *et seq.*), as amended, and any related rules and regulations; all requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), as amended, the HUD regulations issued hereunder; 24 CFR, Subtitle A, Part 1, as amended, and the HUD requirements pursuant to these regulations; and Executive Order 11063.

In accordance with all rules and regulations issued by HUD under Section 504 of the Rehabilitation Act of 1973, the BORROWER shall not discriminate against any person on the basis of his or her disabilities.

The BORROWER shall comply with any rules and regulations issued by HUD under the Age Discrimination Act of 1975, (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR Part 146, as amended.

The BORROWER shall cooperate with the LENDER and HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations, as amended.

The BORROWER shall comply with the affirmative marketing requirements as enumerated in the Affordable Marketing Plan in Exhibit D.

The BORROWER shall comply with the requirements of 24 CFR Part 92 Subpart F, as amended, as applicable to this project.

### **Property Standards**

During the Affordability Period, the BORROWER shall maintain all CITY HOME ASSISTED UNITS in accordance with the minimum property standards as established by the LENDER. The BORROWER shall meet all applicable State and local construction codes, rehabilitation standards, and zoning ordinances at the time of PROJECT completion. All CITY HOME ASSISTED UNITS must meet the accessibility requirements of 24 CFR Part 8, as amended, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). Covered multifamily dwellings, as defined in 24 CFR 100.201, must also meet the design and construction requirements of 24 CFR 100.205, as amended, which implements the Fair Housing Act (42 U.S.C. 3601-3619). All CITY HOME ASSISTED UNITS must meet the property standards in 24 CFR 92.251 and the lead-based paint requirements of 24 CFR Part 35, subparts A, B, J, K, M and R, as amended. The CITY HOME ASSISTED UNITS must meet the current edition of the Model Energy Code published by the Council of American Building Officials.

The BORROWER shall allow periodic inspections of the CITY HOME ASSISTED UNITS during normal business hours and upon reasonable notice to ensure that the property condition remains in accordance with the applicable standards listed in this agreement for the duration of the Affordability Period.

### **Federal Program Requirements**

- a.) Affirmative Marketing of Rental or Vacant Units: The BORROWER shall affirmatively market any CITY HOME ASSISTED UNIT available for rent or purchase in a manner to attract tenants without regard to race, color, national origin, sex, religion, familial status or disability. The BORROWER agrees, in soliciting tenants, to do the following:
  - 1) Use the Equal Housing Opportunity logo in all advertising;
  - 2) Display a Fair Housing poster in the rental and sales office;
  - 3) Where appropriate to advertise, use media, including minority outlets, likely to reach persons least likely to apply for the housing;
  - 4) Maintain files of the PROJECT'S affirmative marketing activities for five (5) years and provide access thereto to the LENDER's staff;



- 5) Not refrain from renting to any participating tenant holding a Section 8 Housing Choice Voucher, except for good cause, such as previous failure to pay rent and/or to maintain a rental unit, or the tenant's violation of other terms and conditions of tenancy;
  - 6) Comply with Section 8 Housing Choice Voucher regulations when renting to any participating tenant;
  - 7) Exercise affirmative marketing of the units when vacated; and
  - 8) Complete the Urbana HOME Consortium Affirmative Marketing Plan, attached as Exhibit D.
- b.) Non-discrimination and Equal Opportunity: In carrying out this agreement, the BORROWER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, familial status, disability or national origin. The BORROWER shall take the necessary steps to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, familial status, disability or national origin. Such action includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The BORROWER shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause. The BORROWER shall consider all qualified candidates for employment without regard to race, color, religion, sex, age, familial status, disability or national origin. The Borrower shall comply with all of the provisions of Paragraph 13 of the Illinois Housing Development Act (20 ILCS 3805/13), as amended, Sections 92.350 and 92.351 of the HOME regulations (24 C.F.R. §§ 92.350 and 351) and all other provisions of Federal, State and local law relative to non-discrimination, as amended.
- c.) Displacement, Relocation and Acquisition: If applicable, the BORROWER shall cooperate with and assist the LENDER in the provision of relocation assistance for temporarily relocated and/or permanently displaced persons residing in the PROJECT at the levels in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C.4601 *et seq.*), as amended, and 49 CFR Part 24, as amended.
- d.) Labor Requirements: The BORROWER and its contractors and subcontractors shall comply with the Davis-Bacon Act (40 U.S.C. 276a – 276a-5), as amended, with regard to all its requirements including wage rates paid pursuant to or as a result of this agreement. The BORROWER shall ensure that all construction contracts and sub-contracts executed as a result of this agreement include the applicable Davis-Bacon Wage Determination and all other documentation required by the Davis-Bacon Act. Contracts executed as a result of this agreement may also be subject to the overtime provisions, as applicable, of the

Contract Work Hours and Safety Standards Act (40 U.S.C.3701 *et seq.* ), as amended. The BORROWER shall complete necessary documentation as required by the Davis-Bacon Act. Contracts executed as a result of this agreement may also be subject, as applicable, to the Contract Work Hours and Safety Standards Act (40 U.S.C.3701 *et seq.* ), as amended.

The BORROWER shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 *et seq.*), as amended, and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, as amended. The BORROWER shall maintain documentation that demonstrates compliance with hour and wage requirements of this Part. The BORROWER shall make such documentation available to the LENDER for review upon request.

The BORROWER shall comply with the Fair Labor Standards Act of 1938, as amended (29 USC 201, *et. seq.*) The BORROWER shall maintain documentation that demonstrates compliance with the requirements of this Part. The BORROWER shall make such documentation available to the LENDER for review upon request.

e.) Debarment & Suspension:

The BORROWER certifies that it is not debarred or suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. The BORROWER shall establish procedures to ensure that it does not make any award to grantees and subgrantees (including contractors) at any tier in violation of the nonprocurement debarment and suspension common rule implementing Executive Order 12549. The BORROWER shall verify and document that none of its grantees, subgrantees or contractors are debarred, suspended or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Nonprocurement programs ("List"). The BORROWER may request assistance from the LENDER to access the List and document results to the file, or verify by using the following website ([www.epls.gov](http://www.epls.gov)) or any other approved method.

f.) Conflict of Interest: The BORROWER guarantees that no member of, or delegate to, the Congress of the United States will be admitted to any share or part of this agreement or to any benefit to arise from the same. The BORROWER agrees that no members of the governing body of the locality in which the BORROWER is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the agreement during his/her tenure, or for one year thereafter, will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the services performed under this agreement. Unless expressly permitted by HUD, the BORROWER agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of the BORROWER and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME Program funds, or who is in a position to participate in a decision-making process to gain inside information with regard to

such HOME-assisted activities, may obtain a financial interest or benefit from the HOME-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. Unless expressly permitted by the LENDER, no BORROWER, or officer, employee, agent or consultant of the BORROWER, may occupy a CITY HOME ASSISTED UNIT. The BORROWER shall comply with the conflict of interest provisions prescribed in 24 CFR 92.356(f).

- g) Compliance with Section 3. The BORROWER shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701*et seq.*), as amended. Section 3 applies to all contracts and subcontracts in excess of \$100,000 or where LENDER assistance exceeds \$200,000. Additionally, if no contracts or subcontracts exceed \$100,000, then Section 3 will only apply to the BORROWER. The following forms are required to be completed and submitted to the LENDER;

\_\_\_\_\_ Section 3 Policy  
 \_\_\_\_\_ Section 3 Certification forms for businesses and residents  
 \_\_\_\_\_ Completed Section 3 Opportunities Plan  
 \_\_\_\_\_ Completed HUD 60002 Form

The LENDER shall provide the foregoing Certification forms to the BORROWER. The BORROWER is responsible for distributing and collecting the Section 3 forms from each contractor and subcontractor associated with the PROJECT.

- h.) Air and Water: The BORROWER shall comply with the following requirements insofar as they apply to the performance of this agreement: Clean Air Act, 42 U.S.C. 7401, *et seq.*, as amended; Federal Water Pollution Control Act, 33 U.S.C. 1251, *et seq.*, as amended, including Section 308 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 308, and all regulations and guidelines issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

- i.) Uniform Administration Requirements: The BORROWER agrees that it is subject to, and will comply with, the uniform administrative requirements governing Federal funds including those requirements that apply to governmental entities. Specifically, this includes the requirements of OMB Circular No. A-87 and the following provisions of 24 CFR Part 85: sections 85.6, 85.12, 85.20, 85.22, 85.26, 85.32-85.34, 85.36, 85.44, 85.51, and 85.52. For nonprofit organizations, this includes the requirements of OMB Circular No. A-122 and the following provisions of 24 CFR Part 84: sections 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.

The BORROWER agrees that it is subject to, and will comply with, federal OMB 2 CFR Chapter I, Chapter II, Part 200, *et al.*, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" Omni Circular.

- j.) Eligible and Ineligible Fees: The BORROWER will not charge laundry room access, inspection, servicing, or other fees. Only the following are permitted fees: a reasonable annual fee for ongoing rental project compliance monitoring, fees for rental housing tenants that are reasonable and customary to the area, and fees for services that are voluntary and as long as the fees are only charged for services provided.

### **Payment Generally**

As consideration for the performance of the undertaking and completion of construction of the PROJECT, the LENDER shall pay the BORROWER for all eligible costs, as determined by the LENDER, in an amount not to exceed **\$1,000,000**. Payment for the PROJECT will be made in accordance with the budget detailed in Exhibit C and will be limited to the Scope of Work/Project Description contained in Exhibit B.

The BORROWER shall submit a request for disbursement to the LENDER for HOME Program funds under this agreement when funds are needed for payment of eligible HOME Program costs. The amount of each disbursement request will be limited to the amount expended.

### **Progress and Final Payments**

The BORROWER may request from the LENDER progress payments as soon as portions of the work described in Exhibit B have been completed. The LENDER or its designee shall authorize said payments and said payments will not be made until the LENDER or its designee approves the payment. If all conditions are met, and the work performed and materials supplied in a manner satisfactory to the LENDER, the BORROWER will receive final payment.

### **Recordkeeping**

The BORROWER shall maintain such records and accounts, including program records, PROJECT records; financial records; program administration records; equal opportunity and fair housing records; MBE/WBE records; records demonstrating compliance with the income eligibility determination requirements of 24 CFR 92.203; recordkeeping requirements of 24 CFR 92.508; any records demonstrating compliance with the requirements of 24 CFR 92.353 regarding displacement, relocation and real property acquisitions; records demonstrating compliance with the labor requirements of 24 CFR 92.354; records demonstrating compliance with the lead-based paint requirements of 24 CFR 92.355; debarment and suspension certifications required by 24 CFR Parts 24 and 92; and any other records, as are deemed necessary by the LENDER to assure a proper accounting and monitoring of all HOME Program funds. The BORROWER shall retain all records and supporting documentation applicable to this agreement for five (5) years after the Affordability Period has terminated.

On an annual basis, the BORROWER shall provide a report to the LENDER describing the occupancy status and current rents for each CITY HOME ASSISTED UNIT, as well as financial statements for the entire rental project, in the manner specified by the LENDER.

### **General Provisions**

This agreement, together with its attachments, constitutes the entire agreement between the LENDER and the BORROWER concerning the subject matter and supersedes all prior agreements or understandings pertaining to the matter of this agreement. All attachments to this agreement are incorporated into this agreement and are made a part of this agreement by this reference.

This agreement will be valid only after the Urbana City Council approves it by resolution or ordinance.

The parties are permitted to sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

Each party represents to the other that the person or persons signing this agreement on behalf of the party has or have been authorized and empowered to enter into this agreement by and on behalf of such party and to bind that party to all terms, performances, and provisions herein set forth.

As stated in the PROJECT environmental review record, which is stored on file for public review at the LENDER's principal office, the following mitigation measures must be satisfied prior to payment of HOME Program funds:

Law, Authority, or Factor	Mitigation Measure
Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Site design must include elements in the project that will reduce the interior noise level to 45 DNL and/or exterior noise level to 65 DNL as determined through the Sound Transmission Classification Assessment Tool (STraCAT) and/or the Barrier Performance Module (BPM), as applicable.
Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Follow the steps outlined in the Procedure to Remove Floodplain Designations by Berns, Clancy and Associates. The developer must not construct insurable property in Special Flood Hazard Areas prior to receipt of confirmation from the Federal Emergency Management Agency (FEMA) of a LOMA/LOMC confirming that areas of proposed construction are no longer considered Special Flood Hazard Areas. Any structures built in Special Flood Hazard Areas are required to obtain flood insurance in the amount equal to the outstanding principal balance of the HOME-funded loan or the maximum limit of coverage made available under the National Flood Insurance Program, whichever is less.

Executive Order 12898	A properly noticed public hearing, as stated through the State of Illinois Open Meetings Act (5 ILCS 120), must be held prior the start of construction activities to obtain comments on the nature of the noise attenuation strategies and the existing Procedure to Remove Floodplain Designations.
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## Enforcement

A default will consist of any use of HOME Program funds for a purpose other than as authorized by this agreement, noncompliance with the HOME Investment Partnerships Act (42 U.S.C. 12701 *et seq.*), as amended, any material breach of the agreement, failure to expend HOME Program funds in a timely manner, or a misrepresentation in the application submission which, if known by the LENDER and/or HUD, would have resulted in HOME Program funds not being provided. Upon due notice to the BORROWER of the occurrence of any such default and the provision of a reasonable opportunity to respond, the LENDER may take one or more of the following actions:

- (a) Direct the BORROWER to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities;
- (b) Establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- (c) Cancel or revise activities likely to be affected by the performance deficiency, before expending HOME Program funds for the activities;
- (d) Reprogram HOME funds that have not yet been expended from affected activities to other eligible activities or withhold HOME Program funds;
- (e) Direct the BORROWER to reimburse the LENDER's program accounts in any amount not used in accordance with the requirements of 24 CFR Part 92, *et seq.* as amended;
- (f) Suspend disbursement of HOME Program funds for affected activities;
- (g) Take other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the agreement and any other available remedies.

For purposes of this agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by the BORROWER of the LENDER's written notice of default. No delay or omission by LENDER and/or HUD in exercising any right or remedy available to it under the agreement will impair any such right or remedy or constitute a waiver or acquiescence in any BORROWER default.

Unless the BORROWER's default is waived, the LENDER may, upon twenty-four (24) hour written notice, terminate this agreement for said default. Waiver by the LENDER of the BORROWER's default under this agreement will not be deemed a waiver of any other default nor will it be termination notice.

## NOTICES

All notices required under this agreement must be in writing. Notices must be personally hand delivered or mailed by certified U.S. mail, return receipt requested, addressed to the respective party as shown below, or to any changed address either party may have fixed by notice. Notice will be deemed effective upon actual receipt of the notice, or, if certified mail delivery is not accomplished, notice will be deemed given on the date of the mailing. Either party may designate by written notice a different address to which notices must be sent.

**BORROWER:**

Name: James Roberts  
Title: Manager  
Organization: Bristol Place Seniors, LP.  
Address: c/o AHDVS, LLC  
15255 S. 94th Avenue, Suite 500  
Orland Park, IL

**CITY OF URBANA as a Member of the URBANA CONSORTIUM:**

Name: Breaden Belcher  
Title: Grants Division Manager  
Organization: City of Urbana  
Address: 400 S. Vine Street  
Urbana, IL 61801

In Witness Whereof, the parties hereto have executed this agreement as of the date  
aforementioned.

[Signature page follows]



**City of Urbana,**  
a municipal corporation of the State of Illinois

By: \_\_\_\_\_  
Name: Diane Wolfe Marlin  
Title: Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Darcy E. Sandefur  
City Clerk

**BRISTOL PLACE SENIORS, LP**  
an Illinois limited partnership

By: Bristol Place Seniors, LLC  
an Illinois limited liability company  
its General Partner

By: AHDVS/CARLSON, LLC  
an Illinois limited liability company  
its Managing Member

\_\_\_\_\_  
Name: James Roberts  
Title: Manager

Date: \_\_\_\_\_

STATE OF ILLINOIS       )  
  ) SS  
COUNTY OF \_\_\_\_\_)

I the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that James Roberts, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act in his capacity as manager of AHDVS/CARLSON, LLC, the managing member of Bristol Place Seniors, LLC, the general partner of Bristol Place Seniors, LP and as the free and voluntary act of said partnership for the purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public



**Exhibit A**  
**Legal Description**

A PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 30 MINUTES 17 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 243.79 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 40 SECONDS WEST ALONG A SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 64 OF BRISTOL PLACE SUBDIVISION AS RECORDED IN PLAT BOOK "B" PAGE 228 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER, A DISTANCE OF 28.36 FEET TO AN IRON PIPE SURVEY MONUMENT SET AT THE SOUTHEAST CORNER OF TRACT 3 AS DESCRIBED IN DOCUMENT 2009R08218 AS RECORDED IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER AND ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BRADLEY AVENUE; THENCE SOUTH 89 DEGREES 41 MINUTES 57 SECONDS EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID BRADLEY AVENUE, A DISTANCE OF 142.14 FEET TO A POINT OF BEGINNING; THENCE NORTH 00 DEGREES 32 MINUTES 05 SECONDS WEST, A DISTANCE OF 359.94 FEET; THENCE NORTHERLY ALONG A TANGENT CIRCULAR CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 326.00 FEET, A CHORD LENGTH OF 88.93 FEET, A CHORD BEARING NORTH 08 DEGREES 22 MINUTES 28 SECONDS WEST FOR AN ARC LENGTH OF 89.21 FEET; THENCE NORTHWESTERLY ALONG A TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 653.11 FEET, A CHORD LENGTH OF 217.21 FEET, A CHORD BEARING NORTH 25 DEGREES 47 MINUTES 11 SECONDS WEST FOR AN ARC LENGTH OF 218.22 FEET; THENCE NORTHWESTERLY ALONG A TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 79.00 FEET, A CHORD LENGTH OF 58.96 FEET, A CHORD BEARING NORTH 57 DEGREES 16 MINUTES 06 SECONDS WEST FOR AN ARC LENGTH OF 60.42 FEET; THENCE NORTHWESTERLY ALONG A TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 66.00 FEET, A CHORD LENGTH OF 76.48 FEET, A CHORD BEARING NORTH 43 DEGREES 46 MINUTES 09 SECONDS WEST FOR AN ARC LENGTH OF 81.58 FEET; THENCE NORTHWESTERLY ALONG A TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 79.00 FEET, A CHORD LENGTH OF 58.96 FEET, A CHORD BEARING NORTH 30 DEGREES 16 MINUTES 11 SECONDS WEST FOR AN ARC LENGTH OF 60.42 FEET; THENCE NORTHWESTERLY ALONG A TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 653.08 FEET, A CHORD LENGTH OF 62.27 FEET, A CHORD BEARING NORTH 54 DEGREES 54 MINUTES 44 SECONDS WEST FOR AN ARC LENGTH OF 62.29 FEET; THENCE WESTERLY ALONG A TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 167.01 FEET, A CHORD LENGTH OF 72.13 FEET, A CHORD BEARING NORTH 70 DEGREES 06 MINUTES 57 SECONDS WEST FOR AN ARC LENGTH OF 72.71 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MARKET

STREET; THENCE NORTH 00 DEGREES 36 MINUTES 19 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID MARKET STREET BEING PARALLEL AND 33.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, ALSO BEING THE WEST LINE OF FRED G. CARROLL'S FIRST SUBDIVISION AS RECORDED IN PLAT BOOK "E" PAGE 183 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER AND THE WEST LINE OF TRACT "A", TRACT "B" AND TRACT "C" AS RECORDED IN BOOK 536 PAGES 312 TO 314 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER, A DISTANCE OF 455.08 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, ALSO BEING THE NORTHWEST CORNER OF SAID TRACT "A"; THENCE NORTH 89 DEGREES 40 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, ALSO BEING THE NORTH LINE OF SAID TRACT "A" AND ALSO BEING THE NORTH LINE OF ROPER STREET ADDITION AS RECORDED IN PLAT BOOK "H" PAGE 110 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER, A DISTANCE OF 725.29 FEET TO AN IRON PIPE SURVEY MONUMENT SET AT THE NORTHEAST CORNER OF LOT 8 OF SAID ROPER STREET ADDITION; THENCE SOUTH 00 DEGREES 27 MINUTES 42 SECONDS EAST ALONG THE EAST LINE OF LOT 8 OF SAID ROPER STREET ADDITION, A DISTANCE OF 184.18 FEET TO AN 5/8 INCH DIAMETER IRON PIPE SURVEY MONUMENT FOUND AT THE SOUTHEAST CORNER OF LOT 8 OF SAID ROPER STREET ADDITION; THENCE NORTH 89 DEGREES 35 MINUTES 08 SECONDS EAST, A DISTANCE OF 286.62 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE WESTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD; THENCE SOUTH 17 DEGREES 39 MINUTES 59 SECONDS WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS CENTRAL RAILROAD, A DISTANCE OF 1,173.21 FEET TO A CHISELED "X" SURVEY MONUMENT SET ON THE NORTHERLY RIGHT-OF-WAY LINE OF BRADLEY AVENUE; THENCE SOUTH 89 DEGREES 30 MINUTES 17 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BRADLEY AVENUE, A DISTANCE OF 183.75 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 88 DEGREES 59 MINUTES 23 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BRADLEY AVENUE, A DISTANCE OF 48.97 FEET TO A CHISELED "X" SURVEY MONUMENT SET; THENCE NORTH 88 DEGREES 40 MINUTES 05 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BRADLEY AVENUE, A DISTANCE OF 56.34 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 41 MINUTES 57 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BRADLEY AVENUE, A DISTANCE OF 1.69 FEET TO THE POINT OF BEGINNING, ENCOMPASSING 18.63 ACRES, MORE OR LESS, SITUATED IN THE CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS.

**Exhibit B**  
**Scope of Services/Project Description**

Bristol Place Seniors is a 60 rental unit new construction complex to be located in the City of Champaign, Illinois. The site is located approximately 0.77 miles north of downtown Champaign. The Champaign-Urbana area is approximately 130 miles south of Chicago, 175 miles northeast of St. Louis, Missouri, and 110 miles northwest of Indianapolis, Indiana.

The new development will include one- and two-bedroom units as well as a variety of community amenities. Project amenities will include an on-site community center. The building will be built slab-on-grade utilizing a prefabricated framing system incorporating environmental and engineering standards intended to achieve "Green Certification". The exterior of the building will feature brick and vinyl accents. All apartments will feature energy star rated appliances including stainless steel refrigerators, ranges and in-unit washers and dryers, solid core interior doors, mini-blinds, soft closed cabinet drawers, granite counter tops and handicap accessible bathrooms. All units will be provided with broadband internet infrastructure. All points of entrance into the building will feature secure keyless entry with keypad control in each apartment. The project will also build detached garages and offer a single car stall to each resident. Finally there will be on-site management offices, media center, fitness center and club room.

Completion of construction is projected to begin in mid-July, 2024, and end September 30, 2024. The rents paid by all tenants of applicable units will be affordable according to the guidelines of the Low-Income Housing Tax Credits, HOME Program, and the project-based vouchers used by the Housing Authority of Champaign County.

The project will be 100% leased within six (6) months of the completion of Bristol Place's construction.

**Exhibit C**  
**Budget – Owner’s Sworn Statement; Schedule**

**Exhibit D**  
**Affirmative Marketing Plan**

**[Please see attached Copy of Affirmative Fair  
Housing Marketing Plan]**

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**City of Urbana**  
 400 S Vine Street, Urbana, IL 61801  
[www.urbanailinois.us](http://www.urbanailinois.us)

## MEMORANDUM TO THE COMMUNITY DEVELOPMENT COMMISSION

**Meeting:** June 25, 2024, Community Development Commission Meeting

**Subject:** A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Designating Champaign County Regional Planning Commission as a Subrecipient of HOME Program Funds for Tenant Based Rental Assistance FY25

A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Designating Courage Connection as a Subrecipient of HOME Program Funds for Tenant Based Rental Assistance FY25

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### Summary

#### *Action Requested*

The Grants Management Division seeks approval of two resolutions approving and authorizing the execution of Urbana HOME Consortium subrecipient agreements with Champaign County Regional Planning Commission (CCRPC), and Courage Connection.

#### *Brief Background*

The subrecipient agreement with CCRPC will allocate \$150,000 from FY25 HOME program funds to support a TBRA program for low-income renters. The subrecipient agreement with Courage Connection will allocate \$125,000 from prior year HOME balances to support TBRA for low-income households that have experienced domestic violence. The participants in both TBRA program will be offered case management services.

City staff recommend that the Commission forward the resolutions to the City Council Committee of the Whole with a recommendation of approval.

### Relationship to City Services and Priorities

#### *Impact on Core Services*

There will be no impact on core city services as a result of approving these resolutions.

#### *Strategic Goals & Plans*

The execution of the subrecipient agreements will further the goals and objectives outlined in the City's 2020-2024 Consolidated Plan, and 2024-2025 Annual Action Plan. Providing rental assistance to low-income households will also address Mayor/City Council Strategic Goal 2.1 (A) *Coordinate with Housing and social service agencies to reduce homelessness* and Strategic Goal 2.1 (B) *Continue supporting Tenant-Based Rental Assistance providers through pilot programs that address gaps in services, and by expanding existing programs.*

#### *Previous Commission Actions*

In FY22, the Commission voted to approve Resolution 2022-02-004R executing an Urbana HOME Consortium subrecipient agreement with Courage Connection for TBRA. In FY24, the Commission voted to approve Resolution 2023-10-085R executing an Urbana HOME Consortium subrecipient agreement with CCRPC for TBRA

### **Discussion**

#### *Additional Background Information*

CCRPC estimates serving fifteen (15) households with rental assistance and Courage Connection estimates serving 6-10 households. Actual numbers served may differ, due to variations in family size, and monthly rents. Rental assistance will be provided to each eligible tenant for a period of time not to exceed two (2) years.

#### *Fiscal and Budget Impact*

There will be no change to the City general fund as a direct result of executing the proposed agreements. The funding proposed for Courage Connection comes from prior year grant balances, and the funding for CCRPC is already incorporated into the FY 2024-2025 Annual Action Plan budget, which has been approved by Council.

### **Attachments**

1. A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Designating Champaign County Regional Planning Commission as a Subrecipient of HOME Program Funds for Tenant Based Rental Assistance FY25
2. Urbana HOME Consortium Subrecipient Agreement Designating Champaign County Regional Planning Commission as a Subrecipient of HOME Program Funds for Tenant Based Rental Assistance FY25
3. A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Designating Courage Connection as a Subrecipient of HOME Program Funds for Tenant Based Rental Assistance FY25
4. Urbana HOME Consortium Subrecipient Agreement Designating Courage Connection as a Subrecipient of HOME Program Funds for Tenant Based Rental Assistance FY25

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT  
DESIGNATING CHAMPAIGN COUNTY REGIONAL PLANNING  
COMMISSION AS A SUBRECIPIENT OF HOME PROGRAM FUNDS FOR  
TENANT BASED RENTAL ASSISTANCE FY25**

**WHEREAS**, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

**WHEREAS**, The City Council of the City of Urbana, Illinois, has found and determined that execution of the attached subrecipient agreement is desirable and necessary to carry out one of the corporate purposes of the City of Urbana, to wit: implementation of Strategies and Objectives to Address the Affordable Housing Needs of Low- and Moderate-Income Households described in the City of Urbana and Urbana HOME Consortium (Champaign/Urbana/Champaign County) FY 2020-2024 Consolidated Plan.

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

Section 1. That an Agreement providing \$150,000 in HOME Program funds, for the funding of a tenant-based rental assistance program, between the City of Urbana and Champaign County Regional Plan Commission, 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSTAINED:

\_\_\_\_\_  
Darcy E. Sandefur

**APPROVED BY THE MAYOR** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

**URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT**

**DESIGNATING CHAMPAIGN COUNTY REGIONAL PLANNING**

**COMMISSION AS A SUBRECIPIENT OF HOME PROGRAM**

**FUNDS FOR**

**TENANT BASED RENTAL ASSISTANCE FY25**

THIS SUBRECIPIENT AGREEMENT is entered into on July, \_\_\_\_ 2024, by and between the City of Urbana, ("URBANA"), and Champaign County Regional Planning Commission ("SUBRECIPIENT").

WHEREAS, the URBANA HOME Consortium has been awarded a grant of HOME Investment Partnership Act Funds from the United States Department of Housing and Urban Development (hereinafter called "HUD") as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101- 625) ("ACT"); and

WHEREAS, pursuant to the terms of the grant, the City of Urbana as the lead agency for the Consortium is the PARTICIPATING JURISDICTION and is required to undertake certain activities to provide and expand the supply of decent, safe, and sanitary affordable housing in its jurisdiction; and

WHEREAS, pursuant to the Rules and Regulations, the PARTICIPATING JURISDICTION is authorized to contract by agreement with public entities or private non-profit entities for qualified activities and programs; and

WHEREAS, the PARTICIPATING JURISDICTION desires to enter into an agreement with the SUBRECIPIENT to administer a portion of the total HOME Investment Partnership Act Funds received by the URBANA HOME Consortium ("HOME FUNDS"); and

WHEREAS the URBANA HOME Consortium and SUBRECIPIENT enter into this Agreement pursuant- to their respective powers to enter into such Agreements, as those powers are defined in the Illinois Constitution and applicable statutes.

NOW, THEREFORE, all recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this Agreement.

**1. Definitions**

As used in this Agreement:

- "Activity": An address-specific, eligible use of HOME funds for which an income-eligible beneficiary has been or will be identified.
- "Area Median Income" or "AMI": The median household income distribution range (consisting of two equal parts of one-half of the households falling below the median household income range and one-half being above the median household income range)

for a metropolitan area or a non-metropolitan county, adjusted for household size, which is calculated annually by HUD for use in determining eligibility for housing programs.

- "HUD": The U.S. Department of Housing and Urban Development, its secretary or a person authorized to act on his/her behalf.
- "HOME Program": The HOME Investment Partnerships Program approved by HUD that governs this Agreement and may be amended from time to time.
- "Household Income": As used in this Agreement, refers to Total Gross Annual Income must be at or below 60% of the area median income limit using the Section 8 Program definition of annual income found at 24 CFR Part 5 A at program entry. All household incomes must be verified using source documents and third-party verification before assistance is provided and re-examined at least annually.
- "City of Urbana Grants Management Division": The City of Urbana staff responsible for the local administration and enforcement of the HOME Investment Partnerships Program and administrative staff of the City of URBANA as provided by local and HUD regulations
- "Monitoring Agency": The City of Urbana Grants Management Division is the designated agency monitoring HOME-assisted housing projects under this Agreement.
- "PARTICIPATING JURISDICTION": The HUD term given to any State or local government that HUD has been designated to administer a HOME Program. The City of Urbana is a **PARTICIPATING JURISDICTION**.
- "Program Income": Gross income (repayment, interest, or other appropriate return on investment of HOME funds) received by the SUBRECIPIENT directly generated from the use of HOME funds or Matching Contributions.
- "Project": The activity or group of activities covered by this Agreement as part of a Tenant Based Rental Assistance Program. For this reason, this Agreement references both project and program activities funded with HOME dollars.
- "Project Completion": All necessary requirements have been performed; the project complies with all the requirements of this Agreement; the final drawdown has been disbursed for the project; the SUBRECIPIENT has submitted an acceptable project completion report; and the project completion information has been entered in the Integrated Disbursement and Information System (IDIS) established by HUD.
- "TBRA Program": The Tenant Based Assistant Program governed by this Agreement.

## 2. Terms of Project/Use of HOME Funds/Scope of Services:

The express purpose of this Agreement is to provide SUBRECIPIENT with HOME funds which will be used by SUBRECIPIENT to pay for Tenant Based Rental Assistance Program, (hereinafter referred to as the "TBRA Program") as defined in this Agreement and specified HOME program requirements and eligible costs per 24 CFR Part 92.209.

SUBRECIPIENT will pay TBRA on a monthly basis to a landlord on behalf of an eligible tenant.

Assistance will be provided to between ten (10) and fifteen (15) Champaign County households with children under the age of eighteen (18) years whose head(s) of household are unemployed or underemployed and unable to afford market rate housing. It is estimated that the program will provide stable housing for eligible households in 12 months increments by placing them into existing market rate rental housing in Champaign County. Assistance per household not to exceed 24 months.

The amount of the monthly assistance that SUBRECIPIENT may pay to, or on behalf of, a family may not exceed the difference between a rent standard for the unit size established by the participating jurisdiction and 30 percent of the family's monthly adjusted income.

SUBRECIPIENT will provide case management and wrap around services including job training and education through partnerships with other organizations. It is anticipated that each Household's rent subsidy will decline over the period of subsidy as the head(s) of household increase their earning capacity and move toward achieving self-sufficiency at program completion.

SUBRECIPIENT will use HOME funds for Tenant Based Rental Assistance (TBRA) to address the immediate need for affordable housing in Champaign County by placing eligible households in existing rental housing units. Housing units will have a minimum of 2-bedrooms, and must be appropriate based on household size. A program goal is to help place TBRA tenants in neighborhoods of their choosing based on their children's school of attendance or other factors that contribute to family and neighborhood stability.

SUBRECIPIENT will foster self-sufficiency by providing case management services and referrals to mainstream services over the course of the program. This includes, but is not limited to, assisting tenants earn increased education or credentials, obtain part-time employment while in school, participate in job training, and obtain full-time employment.

SUBRECIPIENT will assist families obtain childcare as needed and provide on-going support from the broad range of social services in the Champaign-Urbana community.

The TBRA Program will be administered according the TBRA Program Policy and Procedure Manual, as noted in Exhibit B. Payments will be made for actual expenditures. When a TBRA Program participant signs a lease, SUBRECIPIENT will submit a voucher with source documents of all rent payments to the City for security deposits and monthly rents.

The tenant must have a lease that complies with the requirements in 92.253 (a) and (b).

Furthermore, the following project terms defined as Representations of the SUBRECIPIENT shall apply:

- The SUBRECIPIENT has the requisite power and authority to carry on business as contemplated under this Agreement.
- The execution and performance by SUBRECIPIENT of the terms and provisions of this agreement and all other agreements executed in relation to this agreement have been duly authorized and will not violate any provision of law, any order of any court, or other agency of government, or any indenture, agreement or other instrument to which SUBRECIPIENT is a party or by which it is bound.
- Financial data, reports, and other information furnished to URBANA by SUBRECIPIENT are accurate and complete and fairly present the financial position of the SUBRECIPIENT.
- SUBRECIPIENT shall obtain all necessary governmental permits for the TBRA Program. The undertaking of the TBRA Program will not violate any financial, building, zoning, subdivision, land-use, health, historic preservation, licensing, rent control, planning, sanitation, architectural

access or environmental protection or any other applicable ordinance, regulation of law.

- SUBRECIPIENT represents and warrants that it will have sufficient funds to complete and operate the TBRA Program in accordance with the provisions and requirements of this Agreement.
- SUBRECIPIENT has provided its planned use of TBRA Program funding, an itemized budget for the TBRA Program and a schedule of activities to be performed (Exhibit A). Should the TBRA Program fall out of compliance with the attached schedule, SUBRECIPIENT shall notify URBANA in writing immediately and Agreement may be amended at the discretion of URBANA.

### **3. Budget:**

The SUBRECIPIENT has been awarded \$150,000 in FY 2025 HOME funds to reimburse eligible TBRA Program expenses as detailed in 24 CFR 92.209.

These expenses include, but are not limited to: security deposit assistance, utility deposit assistance, rental assistance and utility assistance. Utility deposit assistance may be provided only in conjunction with either a rental assistance or security deposit program.

The SUBRECIPIENT may also be reimbursed for staff time for program eligibility/income certifications and Housing Quality Standard (HQS) inspections for the TBRA Program. Reimbursement for HQS inspections shall not exceed \$100 per unit.

SUBRECIPIENT must demonstrate time and activity tracking to receive reimbursement. SUBRECIPIENT must track all non-federal funds for services, including case management, which may be used as the match contribution for the TBRA program.

### **4. Roles and Responsibilities:**

SUBRECIPIENT and URBANA shall at all times observe and comply with Title 24 CFR Part 92 and all applicable laws, ordinances or regulations of the Federal, State, County, and local government, which may in any manner affect the performance of this Agreement, and SUBRECIPIENT shall perform all acts with responsibility to URBANA in the same manner as URBANA is required to perform all acts with responsibility to the Federal government.

SUBRECIPIENT will be responsible for the administration and implementation of the TBRA Program. This includes affirmative marketing outreach, application processing and income verification, lead paint notifications, and requesting reimbursement payments.

### **5. Agreement Period:**

This Agreement shall be effective on 07/01/2024 and shall expire on 06/30/2027. The following household participation and spending benchmarks have been established for the TBRA program:

- At least six (10) households enrolled by June 30, 2025
- **\$50,000** in HOME funds committed to specific households by June 30, 2025, and expended by July 31, 2025.
- **\$100,000** in HOME funds committed to specific households by June 30, 2026, and expended by July 31, 2026



- **\$150,000** in HOME funds committed to specific households by June 30, 2027, and expended by July 31, 2027.

At minimum, a formal assessment of progress toward each benchmark will be made on a semi-annual basis, with guidance to correct, as needed. If a benchmark is not met, SUBRECIPIENT will have ninety (90) days to make changes/corrections. If SUBRECIPIENT fails to meet the benchmarks within ninety (90) days, unexpended HOME funds may be de-obligated and reallocated to other eligible HOME projects or programs.

If SUBRECIPIENT is delayed in the completion of the TBRA Program by any cause legitimately beyond its control, it shall immediately, upon receipt and knowledge of such delay, give written notice to URBANA and request an extension of time for completion of the TBRA Program.

URBANA shall consider the request and make determinations on an extension of time for completion of the TBRA Program as URBANA in its sole discretion deems, necessary for completion of the TBRA Program due to the circumstances causing the delay. URBANA shall act upon the extension request and recommendation and notify the SUBRECIPIENT of the time extension granted, or of its denial of such request.

## **6. General Program Requirements:**

SUBRECIPIENT agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92.

URBANA and SUBRECIPIENT are responsible for ensuring that all households assisted under the TBRA Program are eligible, the property is qualified, appropriate documents are executed, and HOME Program processing steps as outlined in this Agreement and found in CFR 24 § 92 are met.

SUBRECIPIENT shall receive and utilize the HOME Program funds, awarded by this Agreement, solely for activities eligible, reasonable, and necessary under the provisions of the TBRA Program application, this Agreement, applicable Federal laws, Federal Regulations and Executive Orders as well as HUD notifications and guidance that currently exist and that may be issued in the future, and shall use said funds for no other purpose.

Any information or questions regarding this Agreement, project approval, termination, amendments, reports and records required, should be directed to:

City of Urbana  
Manager, Grants Division  
400 South Vine Street  
Urbana, IL 61801

Champaign County Regional  
Planning Commission  
Director, Community Services

1776 East Washington Street  
Urbana, IL 61802

## **7. Records and Reports:**

Recipients are responsible for ensuring that the required financial records are maintained for all HOME Program-assisted projects. The HOME Program regulations require that applicants retain program records. All records pertaining to each fiscal year of HOME Program funds must be retained for the most recent five- year period, except as noted below:

- Written agreements must be retained for five (5) years after the agreement terminates.
- Records covering displacements and acquisition must be retained for five (5) years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 92.353.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

**Reports:** At such times and on such forms as HUD or URBANA may require, reports shall be furnished to HUD or URBANA regarding records, data, and information pertaining to matters covered by this Agreement.

**Periodic Review:** At regular intervals during the term of this Agreement URBANA may conduct on-site and off-site reviews and inspections of the content and progress of SUBRECIPIENT performance. If, as a result of such review, it is the opinion of URBANA that revisions to this Agreement are necessary or the methods employed by SUBRECIPIENT are inappropriate, URBANA may propose an amendment to this Agreement with such revisions and notify SUBRECIPIENT in writing. Upon receipt of such notification of revision, SUBRECIPIENT shall, within ten (10) days, accept the amendment. Should SUBRECIPIENT not agree to the amendment or reach consensus with URBANA on alternative solutions, this Agreement may be terminated.

**Submissions:** SUBRECIPIENT shall provide other reports and records as required to satisfy HUD inspections, URBANA requirements and/or HOME Program requirements.

SUBRECIPIENT will submit quarterly program reports with demographic information on households in the program required by HUD. Failure of SUBRECIPIENT to comply with requirements will constitute a violation of this contract and may result in the withholding of future payments.

**Audit:** SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with 2 CFR Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, as applicable, and to submit this audit to URBANA as outlined herein this Agreement. Audits are to be submitted annually for the duration of the Agreement.

**Project Files:** SUBRECIPIENT shall keep a file on the Project containing information as required by the HOME Program and by URBANA as administrator of the HOME Program.

**Requests of URBANA:** At the request of URBANA, the SUBRECIPIENT shall furnish such reports, budgets, certifications and other documents required pursuant to Federal, State, or County rules, regulations and policies that are applicable to the TBRA Program and shall give specific answers to questions from URBANA, from time to time, relative to the SUBRECIPIENT'S contracts and operations in connection with the TBRA Program.

## **8. Program Income/Reversion of Assets:**

Any Program Income (repayment, interest, or other appropriate return on investment of HOME Program funds) realized from funds governed by this Agreement may be retained by the SUBRECIPIENT for expenditure on additional eligible activities and costs as permitted under this Agreement. Program Income generated as associated with the HOME Program shall be received by the SUBRECIPIENT and be reported to the URBANA no later than fifteen (15) days of such receipt.

## **9. Termination of Agreement or Suspension of Payment and Enforcement**

In accordance with 24 CFR Part 85.43, URBANA may terminate or suspend this Agreement in whole or in part if SUBRECIPIENT materially fails to comply with any term of this Agreement. URBANA will initiate termination by issuing a Notice of Failure, identifying the cause for termination and giving SUBRECIPIENT thirty (30) days to cure the failure in accordance with the provisions in the Agreement. The Notice of Failure shall set for the reasons for such termination, the effective date, the steps necessary to cure the failure under this Agreement, and in the case of partial termination, the portion to be terminated.

However, if, in the case of a partial termination, URBANA determines that the remaining portion of the award will not accomplish the purposes for which the award was made, URBANA may terminate the award in its entirety under either 24 CFR 85.43 or 24 CFR 85.44.

Causes for termination shall include by not be limited to the following:

- Failure, for any reason, of SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with the approved program and Agreement conditions, and such statutes, executive orders, and HUD directives as may become applicable at any time;
- Submission by SUBRECIPIENT to URBANA of reports that are materially incorrect or incomplete or not submitted in the proper format or timeframe
- Improper use of funds provided under this Agreement;
- Failure of SUBRECIPIENT to supply URBANA with quarterly or annual reports and the data necessary to the continuing planning process of URBANA;
- Suspension or termination by HUD of the HOME Program allocation to HOME Consortium under which this Agreement is made, or the portion of it delegated by this Agreement; provided, however, that if the HOME Program allocation is merely reduced and in the absence of any contrary HUD directive, SUBRECIPIENT may readjust its budget and recommend Agreement

amendments to URBANA.

- Violation of the Conflict-of-Interest requirements identified in this Agreement;
- Failure to comply with the approved project schedule when required by HUD.

**All HOME Program funds are subject to repayment by SUBRECIPIENT in the event the TBRA Program is terminated pursuant to one of the reasons listed above.**

URBANA may suspend or terminate this Agreement, in whole or in part, if funding from the United States Government becomes unavailable for any reason. In the event this Agreement is suspended or terminated due to a lack of funding by the Federal Government, URBANA will notify SUBRECIPIENT in writing that this Agreement is suspended or terminated. URBANA will not be liable for any loss or damage to SUBRECIPIENT that results directly or indirectly from said suspension or termination.

Upon suspension or termination of this Agreement, SUBRECIPIENT must remit to URBANA the entire amount of HOME funds that have been expended in a manner prescribed by URBANA. The foregoing provision may be waived in the sole discretion of URBANA for good cause shown.

## **10. Remedies**

- In the event of any violation or breach of this Agreement, including but not limited to, SUBRECIPIENT's misuse or misapplication of funds derived from this Agreement, by SUBRECIPIENT's violation of any of the statutes, rules and regulations of HUD, either directly or indirectly, by the SUBRECIPIENT and/or any of its agents or representatives, then SUBRECIPIENT, to the extent permitted by law, agrees to defend, indemnify, and hold URBANA harmless from any requirement to repay to HUD the HOME funds received by SUBRECIPIENT for the TBRA Program or penalties and expenses, including attorneys' fees and other costs of litigation, resulting from such action or omission by SUBRECIPIENT.
- In the event HUD, or any other Federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in paragraph A of this Section 10, then URBANA or SUBRECIPIENT shall immediately notify the other party in writing, providing the full details of the alleged violation. The alleged breaching party shall have the right to contest the claim, in its own name or in the name of the other party, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the other party. Upon any final adjudication, or upon any settlement agreed to between the party alleged to have breached this Agreement and the Federal agency, the alleged breaching party shall promptly pay any funds found due and owing.
- As long as the party entitled to the remedy is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the allegedly

breaching party shall have complete right to settle or compromise any claim and to pay any judgment to the Federal government, so long as the party entitled to the remedy is indemnified.

# **11. Other Federal Requirements:**

SUBRECIPIENT hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of HOME Funds in accordance with the ACT and the policies of URBANA as applicable to the HOME Program. SUBRECIPIENT shall comply with all Federal Requirements as set forth in 24 CFR § 92, Subpart H, including the following:

- The Federal requirements set forth in 24 CFR part 5, subpart A, are applicable to participants in the TBRA HOME program. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; and drug-free workplace.
- Fair Housing and Equal Opportunity: Requirements found in 24 CFR § 92.205 and § 92.250; Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and implementing regulations issued at 24 CFR Part 1 prohibiting discrimination on the basis of race, color, nor national origin in programs and activities receiving federal financial assistance; Fair Housing Act (42 U.S.C. 3601-3620); Executive Order 11063 (amended by Executive Order 12259); Age Discrimination Act of 1975, as amended (42 U.S.C. 6101); 24 CFR 5.105(a).
- Executive Order 11246, Equal Opportunity in Federal Employment, September 24, 1965 (30 FR 2319), as amended by Executive Order 12086, October 5, 1978 (43 FR 46501), and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provides 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 construction contracts. Contractors and subcontractors on Federal and Federally assisted construction contracts shall, take affirmative action to ensure 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. Completion of the EEOC Certification form is required per this agreement.
- Affirmative Marketing: The Affirmative Marketing requirements found at 24 CFR § 92.351
- Compliance with Section 504 of the Rehabilitation Act of 1973 is applicable to HOME-funded TBRA activities. The SUBRECIPIENT warrants it will comply with Section 504 requirements and has a process for doing so, including:
  - Providing information materials in alternative formats (large print, on tape, etc.);
  - Communicating with hearing impaired applicants; and
  - Making reasonable accommodations to applicants with disabilities.

- § 92.356 Conflict of Interest: Recipients must immediately report to URBANA any real, potential or perceived conflict of interest as outlined in 24 CFR Part 35 and 2 CFR Part 200, as applicable, regarding the receipt of, assistance provided with, or expenditure of HOME funds. For example, a potential or perceived conflict of interest may exist when a relative (sibling, cousin, parent, etc.) of the applicant's staff, developer's staff, etc., applies for housing assistance through a HOME- assisted program or in a HOME-assisted property.
- No officer, employee, agent, consultant, elected official or appointed official of the City of Urbana or its designees or agents, member of the governing body of URBANA or SUBRECIPIENT (and no one with whom they have family, personal, business or professional ties) who exercise or have exercised any functions or responsibilities with respect to projects assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or benefit from a HOME-assisted project, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family, personal, business or professional ties, during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the HOME-assisted project funded under this Agreement.
- Environmental Reviews: requirements found in § 92.352, 24 CFR Part 58.35 a(4), Units of local government must submit an environmental review record prior to release of funds. URBANA will perform the review for nonprofit and for-profit organizations. In either case, this type of program is normally exempt and the environmental review is solely for documentation that the determination has been made.
- Lead-Based Paint: for pre-1978 units the requirements at 24 CFR § 92.353. URBANA assigns to SUBRECIPIENT the responsibilities of 24 CFR Part 35 and SUBRECIPIENT is the designated party for all lead-based paint compliance issues. HOME funded TBRA recipients must submit quarterly data identifying units constructed before 1978 that are occupied by children age 6 or under. This information is used to compare against Health Department reports of elevated blood levels.
- Conditions for Religious Organizations per § 92.257: HOME funds may not be used to engage in inherently religious activities, such as worship, religious instruction, or proselytization in accordance with 24 CFR 92.257. An organization that participates in the HOME Program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.
- Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally-conducted programs and activities.

- The Urbana HOME Consortium adopted an Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking on June 2, 2017 in accordance with the Violence Against Women Reauthorization Act of 2013. SUBRECIPIENT shall abide by the Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and all applicable stipulations.
- Certification Regarding Lobbying: Pursuant to 2 CFR 200.302, the undersigned representative of the SUBRECIPIENT certifies, to the best of their knowledge and belief, that:
  - No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any SUBRECIPIENT, 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 Agreement, 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 Agreement, 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 SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned representative of the SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - The undersigned representative of the SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, agreements) and that all SUBRECIPIENT's shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- Uniform Administrative Requirements: SUBRECIPIENT shall administer the HOME FUNDS in conformance with the regulations, policies, guidelines and requirements of 2 CFR Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule as they relate to the acceptance and use of Federal funds for the Project:
- Procurement, Finances, Administration. SUBRECIPIENT shall administer HOME FUNDS such as procurement, financial management system, program income, and other administrative responsibilities in accordance with 2 CFR Part 200, as applicable and shall follow 24 CFR 92.251 covering utilization of real

property

- Audits. SUBRECIPIENT shall adopt the audit requirements in accordance with 2 CFR Part 200 if the SUBRECIPIENT expends \$750,000.00 or more in federal funds in a year and specifically audit requirements as applicable. Further, URBANA shall require an independent agency audit annually, evidence of which must be submitted to URBANA. URBANA may arrange for its own staff or an independent certified public accountant to make periodic audits of the fiscal and accounting operations of the SUBRECIPIENT. URBANA may make an examination of the SUBRECIPIENT's fidelity bonding and fiscal and accounting procedures to determine whether these procedures meet the requirements of this Agreement.
- Cost Principles and Eligible Costs SUBRECIPIENT shall comply with the requirements of 2 CFR Part 200 as applicable, regarding what are eligible direct and indirect costs.
- SUBRECIPIENT shall permit the authorized representatives of URBANA, HUD and the Comptroller General of the United States to inspect and audit all data and reports of the SUBRECIPIENT relating to its performance under the Agreement.

## **12. Miscellaneous Provisions:**

- AMENDMENTS. This Agreement may not be amended without URBANA approval. Any amendment to this Agreement must be in writing and signed by a duly authorized representative of both organizations. Such amendment(s) shall not invalidate this Agreement, nor relieve or release URBANA or SUBRECIPIENT from its obligations under this Agreement. However, URBANA may amend this agreement without SUBRECIPIENT approval, to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment(s) results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both URBANA and SUBRECIPIENT.
- SUBJECT TO FINANCIAL ASSISTANCE. This Agreement is made subject to financial assistance agreements between URBANA and the United States Department of Housing and Urban Development (HUD), with the rights and remedies of the parties hereto being in accordance with this Agreement.
- ASSIGNMENT. Except as provided per Rights to Subcontract hereof, SUBRECIPIENT shall not assign this Agreement or any part thereof and SUBRECIPIENT shall not transfer or assign any HOME FUNDS, property or assets acquired using HOME FUNDS or claims due or to become due hereunder, without the written approval of the URBANA having first been obtained.



- HEADINGS. The section headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement, and should be ignored in construing or interpreting this Agreement.
- SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- AGREEMENT DURATION. Unless determined by the URBANA pursuant to the terms of this Agreement above, this Agreement will remain in effect for the Affordability Period required by Federal regulation under the Program and record keeping requirements as prescribed herein.

*{The remainder of this page was deliberately left blank}*

**IN WITNESS WHERE OF**, the parties hereto have executed this Agreement on the dates recited below.

CITY OF URBANA

CHAMPAIGN COUNTY REGIONAL  
PLANNING COMMISSION

By:

By:

\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

By:

\_\_\_\_\_  
Darcy E. Sandefur, City Clerk

\_\_\_\_\_  
[SUBRECIPIENT]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A Budget Projections

### [SUBRECIPIENT]

**FY 2025 - Allocation:** \$150,000

**Total:** \$150,000

### **Match Contribution: \$ 0**

Match funds are being provided through prior year excess match.

*Project Funds are to be expended on one or more of the following activities:*

#### **1. Tenant Based Rental Assistance Program**

HOME funds will be used to provide affordable housing assistance to low-income residents of the Urbana HOME Consortium area in the City of Urbana, City of Champaign and in unincorporated Champaign County. Assisted households will have annual incomes at or below 60% of the Area Median in accordance with HOME Regulations. The participating clients follow a team-approved plan for achieving self-sufficiency and make co-payments toward rent (not to exceed 30% of the household income), based on their approved self-sufficiency plan.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT  
DESIGNATING COURAGE CONNECTION AS A SUBRECIPIENT OF HOME  
PROGRAM FUNDS FOR TENANT BASED RENTAL ASSISTANCE FY25**

**WHEREAS**, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

**WHEREAS**, The City Council of the City of Urbana, Illinois, has found and determined that execution of the attached subrecipient agreement is desirable and necessary to carry out one of the corporate purposes of the City of Urbana, to wit: implementation of Strategies and Objectives to Address the Affordable Housing Needs of Low- and Moderate-Income Households described in the City of Urbana and Urbana HOME Consortium (Champaign/Urbana/Champaign County) FY 2020-2024 Consolidated Plan.

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

Section 1. That an Agreement providing \$150,000 in HOME Program funds, for the funding of a tenant-based rental assistance program, between the City of Urbana and Courage Connection, 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSTAINED:

\_\_\_\_\_  
Darcy E. Sandefur

**APPROVED BY THE MAYOR** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

**URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT**

**DESIGNATING COURAGE CONNECTION AS A SUBRECIPIENT**

**OF HOME PROGRAM FUNDS FOR**

**TENANT BASED RENTAL ASSISTANCE FY25**

THIS SUBRECIPIENT AGREEMENT is entered into on July, \_\_\_\_ 2024, by and between the City of Urbana, ("URBANA"), and Courage Connection ("SUBRECIPIENT").

WHEREAS, the URBANA HOME Consortium has been awarded a grant of HOME Investment Partnership Act Funds from the United States Department of Housing and Urban Development (hereinafter called "HUD") as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101- 625) ("ACT"); and

WHEREAS, pursuant to the terms of the grant, the City of Urbana as the lead agency for the Consortium is the PARTICIPATING JURISDICTION and is required to undertake certain activities to provide and expand the supply of decent, safe, and sanitary affordable housing in its jurisdiction; and

WHEREAS, pursuant to the Rules and Regulations, the PARTICIPATING JURISDICTION is authorized to contract by agreement with public entities or private non-profit entities for qualified activities and programs; and

WHEREAS, the PARTICIPATING JURISDICTION desires to enter into an agreement with the SUBRECIPIENT to administer a portion of the total HOME Investment Partnership Act Funds received by the URBANA HOME Consortium ("HOME FUNDS"); and

WHEREAS the URBANA HOME Consortium and SUBRECIPIENT enter into this Agreement pursuant- to their respective powers to enter into such Agreements, as those powers are defined in the Illinois Constitution and applicable statutes.

NOW, THEREFORE, all recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this Agreement.

**1. Definitions**

As used in this Agreement:

- "Activity": An address-specific, eligible use of HOME funds for which an income-eligible beneficiary has been or will be identified.
- "Area Median Income" or "AMI": The median household income distribution range (consisting of two equal parts of one-half of the households falling below the median household income range and one-half being above the median household income range) for a metropolitan area or a non-metropolitan county, adjusted for household size, which is calculated annually by HUD for use in determining eligibility for housing programs.

- "HUD": The U.S. Department of Housing and Urban Development, its secretary or a person authorized to act on his/her behalf.
- "HOME Program": The HOME Investment Partnerships Program approved by HUD that governs this Agreement and may be amended from time to time.
- "Household Income": As used in this Agreement, refers to Total Gross Annual Income must be at or below 60% of the area median income limit using the Section 8 Program definition of annual income found at 24 CFR Part 5 A at program entry. All household incomes must be verified using source documents and third-party verification before assistance is provided and re-examined at least annually.
- "City of Urbana Grants Management Division": The City of Urbana staff responsible for the local administration and enforcement of the HOME Investment Partnerships Program and administrative staff of the City of URBANA as provided by local and HUD regulations
- "Monitoring Agency": The City of Urbana Grants Management Division is the designated agency monitoring HOME-assisted housing projects under this Agreement.
- "PARTICIPATING JURISDICTION": The HUD term given to any State or local government that HUD has been designated to administer a HOME Program. The City of Urbana is a **PARTICIPATING JURISDICTION**.
- "Program Income": Gross income (repayment, interest, or other appropriate return on investment of HOME funds) received by the SUBRECIPIENT directly generated from the use of HOME funds or Matching Contributions.
- "Project": The activity or group of activities covered by this Agreement as part of a Tenant Based Rental Assistance Program. For this reason, this Agreement references both project and program activities funded with HOME dollars.
- "Project Completion": All necessary requirements have been performed; the project complies with all the requirements of this Agreement; the final drawdown has been disbursed for the project; the SUBRECIPIENT has submitted an acceptable project completion report; and the project completion information has been entered in the Integrated Disbursement and Information System (IDIS) established by HUD.
- "TBRA Program": The Tenant Based Assistant Program governed by this Agreement.

## **2. Terms of Project/Use of HOME Funds/Scope of Services:**

The express purpose of this Agreement is to provide SUBRECIPIENT with HOME funds which will be used by SUBRECIPIENT to pay for Tenant Based Rental Assistance Program, (hereinafter referred to as the "TBRA Program") as defined in this Agreement and specified HOME program requirements and eligible costs per 24 CFR Part 92.209.

SUBRECIPIENT will pay TBRA on a monthly basis to a landlord on behalf of an eligible tenant.

Assistance will be provided to between six 6 and 10 Champaign County households with children under the age of eighteen (18) years whose head(s) of household are unemployed or underemployed and unable to afford market rate housing. It is estimated that the program will provide stable housing for eligible households in 12 months increments by placing them into existing market rate rental housing in Champaign County. Assistance per household not to exceed 24 months.

The amount of the monthly assistance that SUBRECIPIENT may pay to, or on behalf of, a family

may not exceed the difference between a rent standard for the unit size established by the participating jurisdiction and 30 percent of the family's monthly adjusted income.

SUBRECIPIENT will provide case management and wrap around services including job training and education through partnerships with other organizations. It is anticipated that each Household's rent subsidy will decline over the period of subsidy as the head(s) of household increase their earning capacity and move toward achieving self-sufficiency at program completion.

SUBRECIPIENT will use HOME funds for Tenant Based Rental Assistance (TBRA) to address the immediate need for affordable housing in Champaign County by placing eligible households in existing rental housing units. Housing units will have a minimum of 2-bedrooms, and must be appropriate based on household size. A program goal is to help place TBRA tenants in neighborhoods of their choosing based on their children's school of attendance or other factors that contribute to family and neighborhood stability.

SUBRECIPIENT will foster self-sufficiency by providing case management services and referrals to mainstream services over the course of the program. This includes, but is not limited to, assisting tenants earn increased education or credentials, obtain part-time employment while in school, participate in job training, and obtain full-time employment.

SUBRECIPIENT will assist families obtain childcare as needed and provide on-going support from the broad range of social services in the Champaign-Urbana community.

The TBRA Program will be administered according the TBRA Program Policy and Procedure Manual, as noted in Exhibit B. Payments will be made for actual expenditures. When a TBRA Program participant signs a lease, SUBRECIPIENT will submit a voucher with source documents of all rent payments to the City for security deposits and monthly rents.

The tenant must have a lease that complies with the requirements in 92.253 (a) and (b).

Furthermore, the following project terms defined as Representations of the SUBRECIPIENT shall apply:

- The SUBRECIPIENT has the requisite power and authority to carry on business as contemplated under this Agreement.
- The execution and performance by SUBRECIPIENT of the terms and provisions of this agreement and all other agreements executed in relation to this agreement have been duly authorized and will not violate any provision of law, any order of any court, or other agency of government, or any indenture, agreement or other instrument to which SUBRECIPIENT is a party or by which it is bound.
- Financial data, reports, and other information furnished to URBANA by SUBRECIPIENT are accurate and complete and fairly present the financial position of the SUBRECIPIENT.
- SUBRECIPIENT shall obtain all necessary governmental permits for the TBRA Program. The undertaking of the TBRA Program will not violate any financial, building, zoning, subdivision, land-use, health, historic preservation, licensing, rent control, planning, sanitation, architectural access or environmental protection or any other applicable ordinance, regulation of law.



- SUBRECIPIENT represents and warrants that it will have sufficient funds to complete and operate the TBRA Program in accordance with the provisions and requirements of this Agreement.
- SUBRECIPIENT has provided its planned use of TBRA Program funding, an itemized budget for the TBRA Program and a schedule of activities to be performed (Exhibit A). Should the TBRA Program fall out of compliance with the attached schedule, SUBRECIPIENT shall notify URBANA in writing immediately and Agreement may be amended at the discretion of URBANA.

### **3. Budget:**

The SUBRECIPIENT has been awarded \$125,000 in FY17, FY18, and FY19 HOME funds to reimburse eligible TBRA Program expenses as detailed in 24 CFR 92.209.

These expenses include, but are not limited to: security deposit assistance, utility deposit assistance, rental assistance and utility assistance. Utility deposit assistance may be provided only in conjunction with either a rental assistance or security deposit program.

The SUBRECIPIENT may also be reimbursed for staff time for program eligibility/income certifications and Housing Quality Standard (HQS) inspections for the TBRA Program. Reimbursement for HQS inspections shall not exceed \$100 per unit.

SUBRECIPIENT must demonstrate time and activity tracking to receive reimbursement. SUBRECIPIENT must track all non-federal funds for services, including case management, which may be used as the match contribution for the TBRA program.

### **4. Roles and Responsibilities:**

SUBRECIPIENT and URBANA shall at all times observe and comply with Title 24 CFR Part 92 and all applicable laws, ordinances or regulations of the Federal, State, County, and local government, which may in any manner affect the performance of this Agreement, and SUBRECIPIENT shall perform all acts with responsibility to URBANA in the same manner as URBANA is required to perform all acts with responsibility to the Federal government.

SUBRECIPIENT will be responsible for the administration and implementation of the TBRA Program. This includes affirmative marketing outreach, application processing and income verification, lead paint notifications, and requesting reimbursement payments.

### **5. Agreement Period:**

This Agreement shall be effective on 07/01/2024 and shall expire on 06/30/2026. The following household participation and spending benchmarks have been established for the TBRA program:

- At least six (6) households enrolled by June 30, 2025
- At least ten (10) households enrolled by June 30, 2026

- **\$125,000** in HOME funds committed to specific households by June 30, 2026

At minimum, a formal assessment of progress toward each benchmark will be made on a semi-annual basis, with guidance to correct, as needed. If a benchmark is not met, SUBRECIPIENT will have ninety (90) days to make changes/corrections. If SUBRECIPIENT fails to meet the benchmarks within ninety (90) days, unexpended HOME funds may be de-obligated and reallocated to other eligible HOME projects or programs.

If SUBRECIPIENT is delayed in the completion of the TBRA Program by any cause legitimately beyond its control, it shall immediately, upon receipt and knowledge of such delay, give written notice to URBANA and request an extension of time for completion of the TBRA Program.

URBANA shall consider the request and make determinations on an extension of time for completion of the TBRA Program as URBANA in its sole discretion deems, necessary for completion of the TBRA Program due to the circumstances causing the delay. URBANA shall act upon the extension request and recommendation and notify the SUBRECIPIENT of the time extension granted, or of its denial of such request.

## **6. General Program Requirements:**

SUBRECIPIENT agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92.

URBANA and SUBRECIPIENT are responsible for ensuring that all households assisted under the TBRA Program are eligible, the property is qualified, appropriate documents are executed, and HOME Program processing steps as outlined in this Agreement and found in CFR 24 § 92 are met.

SUBRECIPIENT shall receive and utilize the HOME Program funds, awarded by this Agreement, solely for activities eligible, reasonable, and necessary under the provisions of the TBRA Program application, this Agreement, applicable Federal laws, Federal Regulations and Executive Orders as well as HUD notifications and guidance that currently exist and that may be issued in the future, and shall use said funds for no other purpose.

Any information or questions regarding this Agreement, project approval, termination, amendments, reports and records required, should be directed to:

City of Urbana  
Manager, Grants Division  
400 South Vine Street  
Urbana, IL 61801

Courage Connection  
Executive Director  
1304 East Main Street  
Urbana, IL 61802

## 7. **Records and Reports:**

Recipients are responsible for ensuring that the required financial records are maintained for all HOME Program-assisted projects. The HOME Program regulations require that applicants retain program records. All records pertaining to each fiscal year of HOME Program funds must be retained for the most recent five- year period, except as noted below:

- Written agreements must be retained for five (5) years after the agreement terminates.
- Records covering displacements and acquisition must be retained for five (5) years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 92.353.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

**Reports:** At such times and on such forms as HUD or URBANA may require, reports shall be furnished to HUD or URBANA regarding records, data, and information pertaining to matters covered by this Agreement.

**Periodic Review:** At regular intervals during the term of this Agreement URBANA may conduct on-site and off-site reviews and inspections of the content and progress of SUBRECIPIENT performance. If, as a result of such review, it is the opinion of URBANA that revisions to this Agreement are necessary or the methods employed by SUBRECIPIENT are inappropriate, URBANA may propose an amendment to this Agreement with such revisions and notify SUBRECIPIENT in writing. Upon receipt of such notification of revision, SUBRECIPIENT shall, within ten (10) days, accept the amendment. Should SUBRECIPIENT not agree to the amendment or reach consensus with URBANA on alternative solutions, this Agreement may be terminated.

**Submissions:** SUBRECIPIENT shall provide other reports and records as required to satisfy HUD inspections, URBANA requirements and/or HOME Program requirements.

SUBRECIPIENT will submit quarterly program reports with demographic information on households in the program required by HUD. Failure of SUBRECIPIENT to comply with requirements will constitute a violation of this contract and may result in the withholding of future payments.

**Audit:** SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with 2 CFR Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, as applicable, and to submit this audit to URBANA as outlined herein this Agreement. Audits are to be submitted annually for the duration of the Agreement.

**Project Files:** SUBRECIPIENT shall keep a file on the Project containing information as required by the HOME Program and by URBANA as administrator of the HOME Program.

**Requests of URBANA:** At the request of URBANA, the SUBRECIPIENT shall furnish such reports, budgets, certifications and other documents required pursuant to Federal, State, or County rules, regulations and policies that are applicable to the TBRA Program and shall give specific answers to questions from URBANA, from time to time, relative to the SUBRECIPIENT'S contracts and operations in connection with the TBRA Program.

#### **8. Program Income/Reversion of Assets:**

Any Program Income (repayment, interest, or other appropriate return on investment of HOME Program funds) realized from funds governed by this Agreement may be retained by the SUBRECIPIENT for expenditure on additional eligible activities and costs as permitted under this Agreement. Program Income generated as associated with the HOME Program shall be receipted by the SUBRECIPIENT and be reported to the URBANA no later than fifteen (15) days of such receipt.

#### **9. Termination of Agreement or Suspension of Payment and Enforcement**

In accordance with 24 CFR Part 85.43, URBANA may terminate or suspend this Agreement in whole or in part if SUBRECIPIENT materially fails to comply with any term of this Agreement. URBANA will initiate termination by issuing a Notice of Failure, identifying the cause for termination and giving SUBRECIPIENT thirty (30) days to cure the failure in accordance with the provisions in the Agreement. The Notice of Failure shall set for the reasons for such termination, the effective date, the steps necessary to cure the failure under this Agreement, and in the case of partial termination, the portion to be terminated.

However, if, in the case of a partial termination, URBANA determines that the remaining portion of the award will not accomplish the purposes for which the award was made, URBANA may terminate the award in its entirety under either 24 CFR 85.43 or 24 CFR 85.44.

Causes for termination shall include by not be limited to the following:

- Failure, for any reason, of SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with the approved program and Agreement conditions, and such statutes, executive orders, and HUD directives as may become applicable at any time;
- Submission by SUBRECIPIENT to URBANA of reports that are materially incorrect or incomplete or not submitted in the proper format or timeframe;
- Improper use of funds provided under this Agreement;
- Failure of SUBRECIPIENT to supply URBANA with quarterly or annual reports and the data necessary to the continuing planning process of URBANA;
- Suspension or termination by HUD of the HOME Program allocation to HOME Consortium under which this Agreement is made, or the portion of it delegated by this Agreement; provided, however, that if the HOME Program allocation is merely reduced and in the absence of any contrary HUD directive, SUBRECIPIENT may readjust its budget and recommend Agreement amendments to URBANA.
- Violation of the Conflict-of-Interest requirements identified in this Agreement;
- Failure to comply with the approved project schedule when required by HUD.

**All HOME Program funds are subject to repayment by SUBRECIPIENT in the event the TBRA Program is terminated pursuant to one of the reasons listed above.**

URBANA may suspend or terminate this Agreement, in whole or in part, if funding from the United States Government becomes unavailable for any reason. In the event this Agreement is suspended or terminated due to a lack of funding by the Federal Government, URBANA will notify SUBRECIPIENT in writing that this Agreement is suspended or terminated. URBANA will not be liable for any loss or damage to SUBRECIPIENT that results directly or indirectly from said suspension or termination.

Upon suspension or termination of this Agreement, SUBRECIPIENT must remit to URBANA the entire amount of HOME funds that have been expended in a manner prescribed by URBANA. The foregoing provision may be waived in the sole discretion of URBANA for good cause shown.

## **10. Remedies**

- In the event of any violation or breach of this Agreement, including but not limited to, SUBRECIPIENT's misuse or misapplication of funds derived from this Agreement, by SUBRECIPIENT's violation of any of the statutes, rules and regulations of HUD, either directly or indirectly, by the SUBRECIPIENT and/or any of its agents or representatives, then SUBRECIPIENT, to the extent permitted by law, agrees to defend, indemnify, and hold URBANA harmless from any requirement to repay to HUD the HOME funds received by SUBRECIPIENT for the TBRA Program or penalties and expenses, including attorneys' fees and other costs of litigation, resulting from such action or omission by SUBRECIPIENT.
- In the event HUD, or any other Federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in paragraph A of this Section 10, then URBANA or SUBRECIPIENT shall immediately notify the other party in writing, providing the full details of the alleged violation. The alleged breaching party shall have the right to contest the claim, in its own name or in the name of the other party, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the other party. Upon any final adjudication, or upon any settlement agreed to between the party alleged to have breached this Agreement and the Federal agency, the alleged breaching party shall promptly pay any funds found due and owing.
- As long as the party entitled to the remedy is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the allegedly breaching party shall have complete right to settle or compromise any claim and to pay any judgment to the Federal government, so long as the party entitled to the remedy is indemnified.

## **11. Other Federal Requirements:**

SUBRECIPIENT hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of HOME Funds in accordance with the ACT and the policies of URBANA as applicable to the HOME Program. SUBRECIPIENT shall comply with all Federal Requirements as set forth in 24 CFR § 92, Subpart H, including the following:

- The Federal requirements set forth in 24 CFR part 5, subpart A, are applicable to participants in the TBRA HOME program. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; and drug-free workplace.
- Fair Housing and Equal Opportunity: Requirements found in 24 CFR § 92.205 and § 92.250; Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and implementing regulations issued at 24 CFR Part 1 prohibiting discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance; Fair Housing Act (42 U.S.C. 3601-3620); Executive Order 11063 (amended by Executive Order 12259); Age Discrimination Act of 1975, as amended (42 U.S.C. 6101); 24 CFR 5.105(a).
- Executive Order 11246, Equal Opportunity in Federal Employment, September 24, 1965 (30 FR 2319), as amended by Executive Order 12086, October 5, 1978 (43 FR 46501), and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provides 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 construction contracts. Contractors and subcontractors on Federal and Federally assisted construction contracts shall, take affirmative action to ensure 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. Completion of the EEOC Certification form is required per this agreement.
- Affirmative Marketing: The Affirmative Marketing requirements found at 24 CFR § 92.351
- Compliance with Section 504 of the Rehabilitation Act of 1973 is applicable to HOME-funded TBRA activities. The SUBRECIPIENT warrants it will comply with Section 504 requirements and has a process for doing so, including:
  - Providing information materials in alternative formats (large print, on tape, etc.);
  - Communicating with hearing impaired applicants; and
  - Making reasonable accommodations to applicants with disabilities.
- § 92.356 Conflict of Interest: Recipients must immediately report to URBANA any real, potential or perceived conflict of interest as outlined in 24 CFR Part 35 and 2 CFR Part 200, as applicable, regarding the receipt of, assistance provided with, or expenditure of HOME funds. For example, a potential or perceived conflict of interest may exist when a relative (sibling, cousin, parent, etc.) of the applicant's staff, developer's staff, etc., applies for housing assistance through a HOME-assisted program or in a HOME-assisted property.
- No officer, employee, agent, consultant, elected official or appointed official of the City of Urbana or its designees or agents, member of the governing body of URBANA or SUBRECIPIENT (and no one with whom they have family, personal, business or professional ties) who exercise or have exercised any functions or responsibilities with respect to projects assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or benefit from a HOME-assisted project, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those

with whom they have family, personal, business or professional ties, during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the HOME-assisted project funded under this Agreement.

- Environmental Reviews: requirements found in § 92.352, 24 CFR Part 58.35 a(4), Units of local government must submit an environmental review record prior to release of funds. URBANA will perform the review for nonprofit and for-profit organizations. In either case, this type of program is normally exempt and the environmental review is solely for documentation that the determination has been made.
- Lead-Based Paint: for pre-1978 units the requirements at 24 CFR § 92.353. URBANA assigns to SUBRECIPIENT the responsibilities of 24 CFR Part 35 and SUBRECIPIENT is the designated party for all lead-based paint compliance issues. HOME funded TBRA recipients must submit quarterly data identifying units constructed before 1978 that are occupied by children age 6 or under. This information is used to compare against Health Department reports of elevated blood levels.
- Conditions for Religious Organizations per § 92.257: HOME funds may not be used to engage in inherently religious activities, such as worship, religious instruction, or proselytization in accordance with 24 CFR 92.257. An organization that participates in the HOME Program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.
- Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally-conducted programs and activities.
- The Urbana HOME Consortium adopted an Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking on June 2, 2017 in accordance with the Violence Against Women Reauthorization Act of 2013. SUBRECIPIENT shall abide by the Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and all applicable stipulations.
- Certification Regarding Lobbying: Pursuant to 2 CFR 200.302, the undersigned representative of the SUBRECIPIENT certifies, to the best of their knowledge and belief, that:
  - No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any SUBRECIPIENT, 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 Agreement, 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 Agreement, 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

SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned representative of the SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- The undersigned representative of the SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, agreements) and that all SUBRECIPIENT's shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- **Uniform Administrative Requirements:** SUBRECIPIENT shall administer the HOME FUNDS in conformance with the regulations, policies, guidelines and requirements of 2 CFR Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule as they relate to the acceptance and use of Federal funds for the Project:
- **Procurement, Finances, Administration.** SUBRECIPIENT shall administer HOME FUNDS such as procurement, financial management system, program income, and other administrative responsibilities in accordance with 2 CFR Part 200, as applicable and shall follow 24 CFR 92.251 covering utilization of real property
- **Audits.** SUBRECIPIENT shall adopt the audit requirements in accordance with 2 CFR Part 200 if the SUBRECIPIENT expends \$750,000.00 or more in federal funds in a year and specifically audit requirements as applicable. Further, URBANA shall require an independent agency audit annually, evidence of which must be submitted to URBANA. URBANA may arrange for its own staff or an independent certified public accountant to make periodic audits of the fiscal and accounting operations of the SUBRECIPIENT. URBANA may make an examination of the SUBRECIPIENT's fidelity bonding and fiscal and accounting procedures to determine whether these procedures meet the requirements of this Agreement.
- **Cost Principles and Eligible Costs** SUBRECIPIENT shall comply with the requirements of 2 CFR Part 200 as applicable, regarding what are eligible direct and indirect costs.
- SUBRECIPIENT shall permit the authorized representatives of URBANA, HUD and the Comptroller General of the United States to inspect and audit all data and reports of the SUBRECIPIENT relating to its performance under the Agreement.

## **12. Miscellaneous Provisions:**

- **AMENDMENTS.** This Agreement may not be amended without URBANA approval. Any amendment to this Agreement must be in writing and signed by a duly authorized representative of both organizations. Such amendment(s) shall not invalidate this Agreement, nor relieve or release URBANA or SUBRECIPIENT from its obligations under this Agreement. However, URBANA may amend this agreement without SUBRECIPIENT approval, to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment(s) results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written



amendment signed by both URBANA and SUBRECIPIENT.

- **SUBJECT TO FINANCIAL ASSISTANCE.** This Agreement is made subject to financial assistance agreements between URBANA and the United States Department of Housing and Urban Development (HUD), with the rights and remedies of the parties hereto being in accordance with this Agreement.
- **ASSIGNMENT.** Except as provided per Rights to Subcontract hereof, SUBRECIPIENT shall not assign this Agreement or any part thereof and SUBRECIPIENT shall not transfer or assign any HOME FUNDS, property or assets acquired using HOME FUNDS or claims due or to become due hereunder, without the written approval of the URBANA having first been obtained.
- **HEADINGS.** The section headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement, and should be ignored in construing or interpreting this Agreement.
- **SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- **AGREEMENT DURATION.** Unless determined by the URBANA pursuant to the terms of this Agreement above, this Agreement will remain in effect for the Affordability Period required by Federal regulation under the Program and record keeping requirements as prescribed herein.

*{The remainder of this page was deliberately left blank}*

**IN WITNESS WHERE OF**, the parties hereto have executed this Agreement on the dates recited below.

CITY OF URBANA

COURAGE CONNECTION

By:

By:

\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

\_\_\_\_\_  
Executive Director, Courage Connection

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

By:

\_\_\_\_\_  
Darcy E. Sandefur, City Clerk

\_\_\_\_\_  
Courage Connection

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**  
**Budget Projections**

**[SUBRECIPIENT]**

<b>FY 2019 – Allocation:</b>	\$21,320.06
<b>FY 2018 – Allocation:</b>	\$100,000
<b>FY 2017 – Allocation:</b>	\$3,679.94
<b>Total:</b>	<u>\$125,000</u>

**Match Contribution: \$ 0**

Match funds are being provided through prior year excess match.

*Project Funds are to be expended on one or more of the following activities:*

**1. Tenant Based Rental Assistance Program**

HOME funds will be used to provide affordable housing assistance to low-income residents of the Urbana HOME Consortium area in the City of Urbana, City of Champaign and in unincorporated Champaign County. Assisted households will have annual incomes at or below 60% of the Area Median in accordance with HOME Regulations. The participating clients follow a team-approved plan for achieving self-sufficiency and make co-payments toward rent (not to exceed 30% of the household income), based on their approved self-sufficiency plan.