
DATE: Monday, February 26, 2024
TIME: 7:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

- A. Call to Order and Roll Call
- B. Approval of Minutes of Previous Meeting
 - 1. 12-04-2023 Minutes
- C. Additions to the Agenda
- D. Presentation and Public Input
- E. Council Input and Communications
- F. Reports of Standing Committees
- G. **Committee of the Whole** (*Council Member Shirese Hursey - Ward 3*)
 - 1. Consent Agenda
 - a. **Ordinance No. 2024-02-010:** An Ordinance Approving a Major Variance (Bobat Duplex at 408 West Main Street / Case No. ZBA-2023-MAJ-05) - CD
 - b. **Ordinance No. 2024-02-009:** An Ordinance Amending the Urbana Zoning Map (Urbana-Champaign Sanitary District / Plan Case No. 2482-M-23, Two Lots North of East Park Street Along North Cottage Grove Avenue) - CD
 - c. **Ordinance No. 2024-02-005:** An Ordinance Repealing Urbana City Code Chapter 2, Article IV, Division 5, Section 2-95 (Market at the Square Advisory Board) - CD
 - d. **Resolution No. 2024-02-010R:** A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Community Housing Development Organization Agreement (FirstFollowers CHDO Developer PY 2023) - CD
 - e. **Resolution No. 2024-02-006R:** A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Community Housing Development Organization Agreement (FirstFollowers CHDO Operating PY 2023) - CD
 - f. **Resolution No. 2024-02-007R:** A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Community Housing Development Organization Agreement (Habitat for Humanity of Champaign County CHDO Developer PY 2023) - CD

All City meetings are broadcast on Urbana Public Television and live-streamed on the web. Details on how to watch are found on the UPTV webpage located at <https://urbanaininois.us/upty>

- g. **Resolution No. 2024-02-008R:** A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Community Housing Development Organization Agreement (Habitat for Humanity for Champaign County CHDO Operating PY 2023) - CD
- h. **Resolution No. 2024-02-009R:** A Resolution Certifying a Community Housing Development Organization for the Urbana HOME Consortium (FirstFollowers CHDO Certification 2023) - CD
- i. **Resolution No. 2024-02-011R:** A Resolution Certifying a Community Housing Development Organization for the Urbana HOME Consortium (Habitat for Humanity of Champaign County CHDO Certification PY 2023) - CD
- j. **Resolution No. 2024-02-004R:** A Resolution Authorizing Contribution to a Community Minimum Revenue Guarantee (MRG) for Leisure Air Service at Willard Airport - Exec

2. Regular Agenda

- a. **Resolution No. 2024-02-005R:** An Ordinance Approving an Amendment to a Redevelopment Agreement (Icon Hospitality, LLC – Urbana Landmark Hotel) - CD

H. Reports of Special Committees

I. Reports of Officers

J. Closed Session: Collective Bargaining Negotiations, Pursuant to 5 ILCS 120/2 (c) (2)

K. Adjournment

PUBLIC INPUT

The City of Urbana welcomes Public Input during open meetings of the City Council, the City Council's Committee of the Whole, City Boards and Commissions, and other City-sponsored meetings. Our goal is to foster respect for the meeting process, and respect for all people participating as members of the public body, city staff, and the general public. The City is required to conduct all business during public meetings. The presiding officer is responsible for conducting those meetings in an orderly and efficient manner. Public Input will be taken in the following ways:

Email Input

Public comments must be received prior to the closing of the meeting record (at the time of adjournment unless otherwise noted) at the following: citycouncil@urbanaininois.us. The subject line of the email must include the words "PUBLIC INPUT" and the meeting date. Your email will be sent to all City Council members, the Mayor, City Administrator, and City Clerk. Emailed public comments labeled as such will be incorporated into the public meeting record, with personal identifying information redacted. Copies of emails will be posted after the meeting minutes have been approved.

Written Input

Any member of the public may submit their comments addressed to the members of the public body in writing. If a person wishes their written comments to be included in the record of Public Input for the meeting, the writing should so state. Written comments must be received prior to the closing of the meeting record (at the time of adjournment unless otherwise noted).

Verbal Input

Protocol for Public Input is one of respect for the process of addressing the business of the City. Obscene or profane language, or other conduct that threatens to impede the orderly progress of the business conducted at the meeting is unacceptable.

Public comment shall be limited to no more than five (5) minutes per person. The Public Input portion of the meeting shall total no more than two (2) hours, unless otherwise shortened or extended by majority vote of the public body members present. The presiding officer or the city clerk or their designee, shall monitor each speaker's use of time and shall notify the speaker when the allotted time has expired. A person may participate and provide Public Input once during a meeting and may not cede time to another person, or split their time if Public Input is held at two (2) or more different times during a meeting. The presiding officer may give priority to those persons who indicate they wish to speak on an agenda item upon which a vote will be taken.

The presiding officer or public body members shall not enter into a dialogue with citizens. Questions from the public body members shall be for clarification purposes only. Public Input shall not be used as a time for problem solving or reacting to comments made but, rather, for hearing citizens for informational purposes only.

In order to maintain the efficient and orderly conduct and progress of the public meeting, the presiding officer of the meeting shall have the authority to raise a point of order and provide a verbal warning to a speaker who engages in the conduct or behavior proscribed under "Verbal Input". Any member of the public body participating in the meeting may also raise a point of order with the presiding officer and request that they provide a verbal warning to a speaker. If the speaker refuses to cease such conduct or behavior after being warned by the presiding officer, the presiding officer shall have the authority to mute the speaker's microphone and/or video presence at the meeting. The presiding officer will inform the speaker that they may send the remainder of their remarks via e-mail to the public body for inclusion in the

meeting record.

Accommodation

If an accommodation is needed to participate in a City meeting, please contact the City Clerk's Office at least 48 hours in advance so that special arrangements can be made using one of the following methods:

- Phone: 217.384.2366
- Email: CityClerk@urbanillinois.us



MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: February 19, 2024 Committee of the Whole
Subject: An Ordinance Approving a Major Variance (Bobat Duplex at 408 West Main Street / Case No. ZBA-2023-MAJ-05)

Summary

Action Requested

Council is being asked to approve a major variance to reduce the required front yard along McCullough Street from 20 feet, four inches to five feet to allow the construction of a duplex on a small corner lot at 408 West Main Street, in the R-4 (Medium-Density Multiple-Family Residential) Zoning District.

Zoning Board of Appeals Recommendations

On January 17, 2024, the Zoning Board of Appeals (ZBA) reviewed and unanimously voted (six ayes, zero nays, zero abstentions) to recommend that Council approve a major variance to reduce the required front yard along McCullough Street.

Relationship to City Services and Priorities

Impact on Core Services

Construction and operation of the duplex would have negligible impact on City services.

Strategic Goals & Plans

This would be considered a residential use, which is in line with the 2005 Comprehensive Plan's designation for the future use of this property as "Residential."

Previous Council Actions

None.

Discussion

No members of the public testified at the January 17, 2024, public hearing of the ZBA. Staff had received one letter of support. *See the attached Zoning Board of Appeals Staff Report and the draft minutes of the 1/17/2024 ZBA meeting (Attachment 2) for more background information and discussion.*

Fiscal and Budget Impact

Approving the major variance would allow construction of a new two-unit house on a vacant lot, increasing the property's value and the City's tax base.

Community Impact

Approving the major variance would reduce the required front yard (“setback”), allowing a duplex to be built in the same general location as the previous structure, and provide an additional housing option for residents.

Recommendation

Staff recommends that Council approve the major variance with one condition: construction must be in general conformance with the attached site plan, entitled “408 West Main – New Duplex,” (Ordinance, Attachment 1).

Next Steps

If approved, staff will record the major variance with the Champaign County Recorder’s Office, and the applicant may apply for building permits.

Attachments

1. An Ordinance Approving a Major Variance (Bobat Duplex / Case No. ZBA-2023-MAJ-05)
2. Zoning Board of Appeals Staff Report and Minutes (1/17/2024)

Originated by: Marcus Ricci, AICP, Planner II

Reviewed: Kevin Garcia, Principal Planner

Kimberly Smith, AICP, Director, Community Development Services Department

Approved: Carol Mitten, City Administrator

ORDINANCE NO. _____**AN ORDINANCE APPROVING A MAJOR VARIANCE**

(Bobat Duplex at 408 West Main Street / Case No. ZBA-2023-MAJ-05)

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 Ordinance constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, the Urbana Zoning Ordinance provides for a major variance procedure to permit the Zoning Board of Appeals and the Corporate Authorities to consider applications for a major variance where there is a special circumstance or condition with a parcel of land or a structure; and

WHEREAS, Yasmin Bobat, Trustee, requests a major variance to reduce the required front yard along McCullough Street from 20 feet, four inches to five feet at 408 West Main Street in the R-4 (Medium Density Multiple-Family Residential) Zoning District; and

WHEREAS, the Zoning Board of Appeals held a public hearing on this request at 7:00 p.m. on January 17, 2024, in Case ZBA-2023-MAJ-05; and

WHEREAS, in accordance with Urbana Zoning Ordinance Section XI-10, due and proper notice of such public hearing was given by publication in *The News-Gazette*, a newspaper having a general circulation within the City, on a date at least 15 days but no more than 30 days before the time of the public hearing, and by posting a sign containing such notice on the real property identified herein; and

WHEREAS, the Zoning Board of Appeals voted six ayes and zero nays to forward the case to the Urbana City Council with a recommendation to approve the requested variance, with one condition; and

WHEREAS, the City Council finds that the requested variance conforms with the major variance procedures in Section XI-3.C.2.(e), of the Urbana Zoning Ordinance; and

WHEREAS, the City Council has considered the variance criteria established in the Urbana Zoning Ordinance and has made the following findings of fact:

1. The requested variance will not serve as a special privilege, because it is necessary due to the small lot size of this corner lot, whose building area is further reduced by an overly-wide right-of-way.
2. The requested variance would remedy a situation created by the Zoning Ordinance's requirement since 1950 that minimum front yards be equal to those of the neighboring lots on both fronts of a corner lot.
3. The proposed duplex would be consistent with the essential character of the neighborhood, as it would be of similar intensity, size, and style, and would be "stepped back" from the corner of the block.
4. Building a duplex would not create a nuisance at this time or in the future, and might prevent a future nuisance on an otherwise undevelopable lot at a street corner.
5. The variance is the minimum deviation from requirements of the Zoning Ordinance necessary to accommodate the request.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Urbana, Illinois, as follows:

Section 1.

In Case No. ZBA 2023-MAJ-05, the major variance requested by Yasmin Bobat, Trustee, to reduce the required front yard along McCullough Street from 20 feet, four inches to five feet is hereby approved in the manner proposed in the application with the following condition: that construction must be in general conformance with the attached site plan, entitled "408 West Main – New Duplex" (Attachment 1). The major variance described above shall only apply to the property located at 408 West Main Street, more particularly described as follows:

The West half of Lot 12, C.W. Smith's Subdivision of Lots 8, 9, 22, 23, 24 & 25 of S.T. Busey's Addition to the Town, now City, of Urbana, as per plat recorded in Deed Record 34 at Page 1.

Commonly known as 408 West Main Street
P.I.N.: 91-21-08-380-013

Section 2.

Upon approval of this Ordinance, the City Clerk is directed to record a certified copy of this Ordinance with the Champaign County Office of Recorder of Deeds. The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities, and this Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code.

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

PASSED BY THE CITY COUNCIL this date day of Month, Year.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this date day of Month, Year.

Diane Wolfe Marlin, Mayor

ATTACHMENT 1

408 WEST MAIN

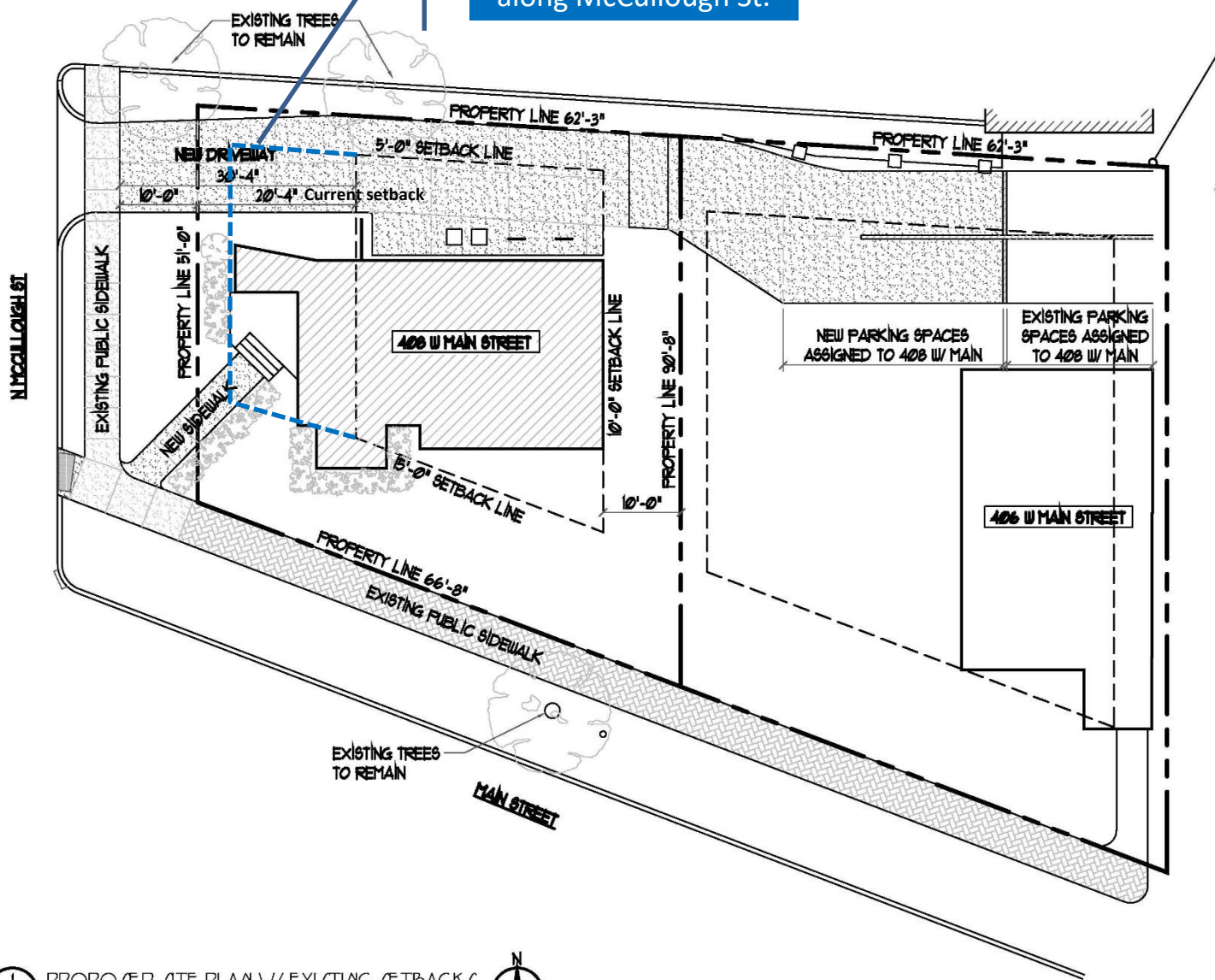
NEW DUPLEX

408 WEST MAIN STREET
URBANA, ILLINOIS 61801

ANDREW FELL
ARCHITECTURE AND DESIGN

615 North Hibery, Suite 101
Champaign, Illinois 61820
phone: 217.283.9880
email: andruff.fell@andruffell.com

5' Proposed Setback along McCullough St.



PROPOSED SITE PLAN W/ EXISTING SETBACKS
SCALE: 1/16" = 1'-0"
N

ATTACHMENT 2 - ZBA STAFF REPORT AND MINUTES

Item a.



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

m e m o r a n d u m

TO: Urbana Zoning Board of Appeals
FROM: Marcus Ricci, AICP, Planner II
DATE: January 17, 2024
SUBJECT: **ZBA-2023-MAJ-05:** A request by Andrew Fell, on behalf of Yasmin Bobat, Trustee, for a Major Variance to reduce the required front yard along McCullough Street from 20 feet, 4 inches to 5 feet at 408 West Main Street in the R-4 (Medium Density Multiple-Family Residential) Zoning District.

Introduction

On behalf of Yasmin Bobat, Trustee, Andrew Fell requests a major variance to reduce the required front yard along McCullough Street from 20 feet, 4 inches to 5 feet at 408 West Main Street.

The Urbana Zoning Ordinance requires the Zoning Board of Appeals (“ZBA”) to review the variance application and hold a public hearing. The Board may recommend approval to City Council by a 2/3 majority vote, or approval with conditions to City Council by a 2/3 majority vote, or deny the request. The Board should either accept the specific staff findings or articulate their own specific findings based on that application’s criteria.

Staff recommend the ZBA forward a recommendation to City Council to approve the major variance with one condition.

Background

The original two-story house at this property was built prior to 1909; it had an approximately 1,200 sq ft footprint. It was used as a residence until 1934, and then used as a house of worship until 2017. The most recent use was as the Children’s Church of the Canaan Baptist Church. The applicant purchased the vacant property in 2018. The building was in poor condition, with several building code violations, and was demolished in 2021. The applicant plans to build a new duplex on the lot, which is a permitted use in the R-4 district. The applicant owns and renovated the duplex property to the east, and will provide parking spaces at this adjacent site for the proposed duplex.¹

Description of Site and Area

The property is located at the northeast corner of West Main and McCullough Streets. It is currently vacant.² The chart on the next page identifies the current zoning, and existing and future land use of

¹ Urbana Zoning Ordinance, Section VIII-4.L.1. Location of Parking Facilities.

² Exhibit A – Location and Land Use; Exhibit E – Site Photos.

ATTACHMENT 2 - ZBA STAFF REPORT AND MINUTES

Item a.

the site and surrounding properties (see Exhibits A, B, and C). The lot is legally conforming in lot width and area, if all other development regulations are met.³

Direction	Zoning	Existing Land Use	Future Land Use
Site	R-4 (Medium Density Multiple-Family Residential)	Undeveloped	Residential
North	R-4 (Medium Density Multiple-Family Residential)	Single- & Two-Family Residential	Residential
East	R-4 & R-5 (Medium & Medium High Density Multiple-Family Residential)	Multifamily Residential; Church	Residential
South	R-2 (Single-Family Residential)	Single-Family & Multifamily Residential	Residential
West	R-5 (Medium High Density Multiple-Family Residential))	Multifamily Residential (Element on Main)	Residential

Table 1. Zoning and Land Use

Discussion

The applicant would like to build a two-story duplex of approximately 2,000 sq ft, with an approximate 1,000 sq ft footprint, which is a smaller footprint than the previous house. It would be built in the same general location as the previous house, but would be five feet further from Main Street – the primary street – and five feet closer to McCullough Street – the secondary street.⁴ Parking for the proposed duplex would be provided along the proposed access drive off McCullough (two spaces) and in the parking area north of 406 West Main Street (two spaces).

The required front yard along McCullough Street is 20 feet, 4 inches, the average of the yards of the houses on that block face. The west property line along McCullough Street is approximately ten feet east of the east edge of the sidewalk: this creates a smaller buildable area than most parcels of similar platting date. The applicant proposes to have the main portion of the house encroach approximately eight feet into the required front yard, with an enclosed vestibule wrapping around an open porch, encroaching the full 15 feet four inches. This vestibule and porch would be at least five feet from the west property line. This “step-back” approach of open and closed areas would reduce the perception of “crowding” at the corner of the block.

Duplexes are permitted by right in the R-4 zoning district. The property was originally platted in 1872 as part of Lot 12 of C.W. Smith’s Subdivision; at some later date the lot was subdivided into two lots. The lot and proposed duplex would meet all other development regulations for the R-4 district.

Variance Criteria

Section XI-3 of the Urbana Zoning Ordinance requires the Zoning Board of Appeals to make findings based on variance criteria. The Zoning Board of Appeals must first determine, based on the evidence presented, whether there are special circumstances or special practical difficulties with reference to the parcel concerned, in carrying out the strict application of the ordinance. This criterion is intended to serve as a minimum threshold that must be met before a variance request may be evaluated.

³ Section VI-3.A. Lot Area and Width.

⁴ Exhibit D.B – Application – Proposed Site Plan and Close-up

ATTACHMENT 2 - ZBA STAFF REPORT AND MINUTES

Item a.

The following is a review of the criteria outlined in the ordinance, followed by staff analysis for this case:

1. *The proposed variance will not serve as a special privilege because the variance requested is necessary due to special circumstances relating to the land or structure involved or to be used for occupancy thereof which is not generally applicable to other lands or structures in the same district.*

The requested yard variance will not serve as a special privilege because it is necessary for three reasons. First, the lot is extremely small, and was platted in 1852, long before the adoption of the Zoning Ordinance. Second, the small lot size is complicated by the fact that this is a corner lot and must provide *two* required front yards, unlike most lots. Finally, the buildable area is less than one would expect given the lot's presentation, because the west property line is actually ten feet east of the sidewalk, further reducing the buildable area of the lot.

Staff find this criterion met.

2. *The variance requested is not the result of a situation or condition having been knowingly or deliberately created by the Petitioner.*

The requested variance would remedy a situation created prior to the applicant's purchase of the home in 2018. The Zoning Ordinance has required that corner lots have a minimum front yard equal to the average of the houses along the block face for *both* street frontages since 1950.

Staff find this criterion met.

3. *The variance will not alter the essential character of the neighborhood.*

The proposed duplex would be consistent with the essential character of the neighborhood, as it would be of similar size and style to nearby single-family homes and duplexes. The "stepping-back" of the face of the home would reduce the perception of "crowding" the corner of the block.

Staff find this criterion met.

4. *The variance will not cause a nuisance to the adjacent property.*

Building a duplex would not create a nuisance at this time or in the future. All parking would be provided on private property. In addition, *not* granting the variance might cause a nuisance to the neighborhood, as it would leave a vacant, essentially undevelopable, lot at a street corner.

Staff find this criterion met.

5. *The variance represents generally the minimum deviation from requirements of the Zoning Ordinance necessary to accommodate the request.*

The requested variance would allow building a home in the same general location as the previous home, albeit further from the primary street and closer to the secondary street, and keep the property in conformity with the Urbana Zoning Ordinance. The duplex would be similar in size and footprint as the previous structure.

Staff find this criterion met.

Overall, staff find that all five criteria weigh in favor of granting the major variance.

Public Notice and Input

Staff published a legal ad in The News-Gazette to notify the public of the request and public hearing 15 days prior to the Zoning Board of Appeals meeting. Staff sent letters to 26 neighboring property owners (within 250 feet of the subject property) notifying them of the request, and posted a public hearing sign on the property. Staff received one letter of support.

Summary of Findings

On behalf of Yasmin Bobat, Trustee, Andrew Fell requests a major variance to reduce the required front yard along McCullough Street from 20 feet, 4 inches to 5 feet at 408 West Main Street in the R-4 (Medium Density Multiple-Family Residential) Zoning District.

1. The requested variance will not serve as a special privilege because it is necessary due to the small lot size of this corner lot, whose building area is further reduced by an overly-wide right-of-way.
2. The requested variance would remedy a situation created by the Zoning Ordinance's requirement since 1950 of minimum front yards equal to those of its neighboring lots on both fronts of a corner lot.
3. The proposed duplex would be consistent with the essential character of the neighborhood, as it would be of similar intensity, size, and style, and would be "stepped back" from the corner of the block.
4. Building a duplex would not create a nuisance at this time or in the future, and might prevent a future nuisance on an otherwise undevelopable lot at a street corner.
5. The variance is the minimum deviation from requirements of the Zoning Ordinance necessary to accommodate the request.

Options

The Zoning Board of Appeals has the following options in Case No. ZBA-2023-MAJ-05: a major variance to reduce a required front yard:

1. Forward the case to City Council with a recommendation to **approve** the variance as requested based on the findings outlined in this memo; or
1. Forward the case to City Council with a recommendation to **approve the variance with certain terms and conditions**; or
2. **Deny** the variance request.

If the Urbana Zoning Board of Appeals elects to recommend conditions or recommend approval of the variances on findings other than those articulated herein, they should articulate findings accordingly.

ATTACHMENT 2 - ZBA STAFF REPORT AND MINUTES

Item a.

Recommendation

Based on the evidence presented in the discussion above, and without the benefit of considering additional evidence that may be presented at the public hearing, staff recommends that the Zoning Board of Appeals recommend **APPROVAL** of the proposed Major Variance in case ZBA-2020-MAJ-05 with one condition:

1. Construction must be in general conformance with the attached site plan, entitled “408 West Main – New Duplex,” (Attachment 1).

Attachments: Exhibit A: Location Map

Exhibit B: Zoning Map

Exhibit C: Future Land Use Map

Exhibit D: Variance Application with Site Plan

Exhibit E: Site Photos

Exhibit F: Public Input

cc: Andrew Fell, Applicant
Yasmin Bobat, Trustee, Owner

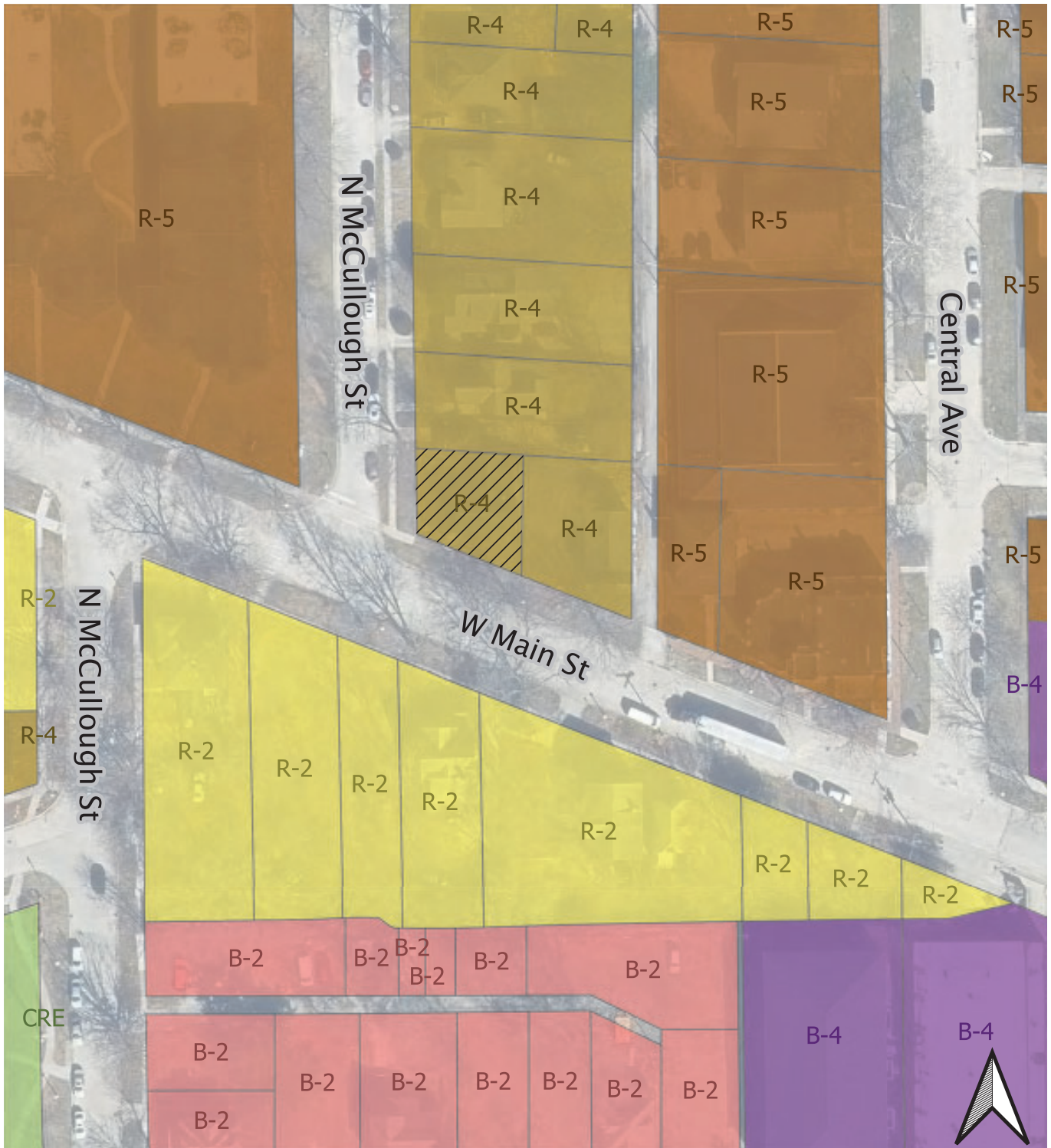
Exhibit A - Location & Land Use



Case: ZBA-2023-MAJ-05
 Subject: Front Yard Major Variance
 Location: 408 West Main Street
 Applicant: Andrew Fell, on behalf of Yasmin Bobat

- Subject Property
- Residential
- Shopping or business
- Social or institutional
- Travel or movement
- Mass assembly
- Leisure

Exhibit B - Zoning



Case: ZBA-2023-MAJ-05
Subject: Front Yard Major Variance
Location: 408 West Main Street
Applicant: Andrew Fell, on behalf of Yasmin Bobat

////. Subject Property

Exhibit C - Future Land Use



///. Subject Property



Case: ZBA-2023-MAJ-05
 Subject: Front Yard Major Variance
 Location: 408 West Main Street
 Applicant: Andrew Fell, on behalf of Yasmin Bobat

ATTACHMENT 2 - ZBA STAFF REPORT AND MINUTES

Item a.

Exhibit D - Variance Application with Site Plan

CASE NUMBER: ZBA-2023-MAJ-05



APPLICATION FOR ZONING BOARD OF APPEALS

The application fee must accompany the application when submitted for processing. For the current fee, please refer to the most recent version of the City's "Schedule of Fees - Excluding Liquor License Fees", which can be found at <http://www.urbanaininois.us/fees>.

The Applicant is also responsible for paying the cost of legal publication fees. The News-Gazette will bill the applicant directly. Legal ad publication fees vary from \$75.00 and up.

PROPERTY INFORMATION

Address/Location of Subject Site **408 West Main**
 Parcel/PIN # of Subject Site **91-21-08-380-013**
 Lot Size **51' x 62' (irregular)**
 Current Zoning Designation **R-4**
 Current Land Use (*vacant, residence, grocery, factory, etc*) **vacant**
 Proposed Land Use **duplex**
 Legal Description (*If additional space is needed, please attach on a separate document.*)
See Attached

APPLICANT INFORMATION

Name of Applicant **Andrew Fell**
 Applicant Business Name **Andrew Fell Architecture and Design**
 Applicant Mailing Address
 Street # [REDACTED] Street Name **X**
 Apartment #, Suite #, Etc. **X**
 City [REDACTED] State **X** Zip **XX**
 Applicant Email Address **XX**
 Applicant Phone [REDACTED]

Multiple Applicant(s) No Yes
Please attach documentation of additional applicants names and contact information.

Property Interest of Applicant(s) **Architect**

Exhibit D - Variance Application with Site Plan

OWNER INFORMATION

This property has one owner.

This property has multiple owners *Please attach documentation of additional owners names and contact information.*

Owner Name **Yasmin Bobat**

Owner Business Name

Owner Mailing Address

Owner Street # [REDACTED] Street Name XX

Owner Apartment #, Suite #, Etc.

Owner City [REDACTED] State X Zip XX

Owner Email Address XX

Owner Phone XX

CONSULTANT INFORMATION

If you are working with an architect, engineer, surveyor, site planner, or attorney, please fill in their information below.

Architect Name **Andrew Fell**

Architect Company **Andrew Fell Architecture & Design**

Architect Mailing Address **515 North hickory, Suite 101, Champaign, IL 61820**

Architect Email Address X X Phone XX

Engineer Name

Engineer Company

Engineer Mailing Address

Engineer Email Address Phone

Surveyor Name

Surveyor Company

Surveyor Mailing Address

Surveyor Email Address Phone

Attorney Name

Attorney Company

Attorney Mailing Address

Attorney Email Address Phone

Exhibit D - Variance Application with Site Plan

REQUEST INFORMATION

Permit Type: **Major Variance**

Purpose for Request **to Fit Bulfiding on the lot and maintain a north side driveway**

Describe the proposed use and its activities. In other words, what do you plan to do? Are there existing buildings you will use, change, or demolish? Will you build new buildings? What activities will take place on site, and where? If you’re planning a business, what will your hours of operation be?

Seeking approval to reduce the front yard setback in order to be able to provide a drive along the north side of the building to access parking spaces.

The new building is a duplex with similar units on each of two floors. It replaces a deteriorating Church structure which was demolished a few years ago. The parcel is currently vacant.

**For Appeals, please proceed to page 6.
For Conditional Use Permits, please proceed to page 7.
For Variances, please proceed to page 8.**

Exhibit D - Variance Application with Site Plan

REASONS FOR VARIANCE

(Continued from page 5)

Identify and explain any special circumstances or practical difficulties in carrying out the strict application of the Zoning Ordinance with respect to the subject parcel.

- 1. - The lot is extremely small.
- 2. - The lot is on a corner - so subject to two front yard setback requirements, making the allowable building footprint very small.
- 3. - The west property line is approximately 10' inside the sidewalk.
- 4. - The property is subject to the 'Average Setback' requirement and the existing structures on the

Explain how the variance is necessary due to special conditions relating to the land or structure involved which are not generally applicable to other property in the same district.

The geometry of the lot (reasons above) make it difficult to provide a drive on the north side of the building. This combined with the desire to access parking spaces, necessitate the Variance

Explain how the variance is not the result of a situation or condition that was knowingly or deliberately created by you (the Petitioner).

The lot is existing in this form - so these restrictins apply to this site no matter how it is ultimately developed. Having two front yard setback restrictions also make it very difficult to include any parking on the site. This solution allows for residents to park off of the street.

Explain why the variance will not alter the essential character of the neighborhood.

The new duplex maintains the current housing type in the neighborhood (a mix of owner occupied and renetal homes and multi-family), and does not impose a high level of occupancy.

Explain why the variance will not cause a nuisance to adjacent property.

The duplex is a continuation of the existing uses and is not as densly occupied as some neighboring properties.

Does the variance represent the minimum deviation necessary from the requirements of the Zoning Ordinance? Explain.

This does represent what we feel is the nimum variance to obtain our goals for the site and safe parking of residents vehicles.

ATTACHMENT 2 - ZBA STAFF REPORT AND MINUTES

Item a.

Exhibit D - Variance Application with Site Plan

NOTE: Contact the Planning Division if you need assistance: planning@urbanaininois.us or 217.384.2440.

ATTACHMENTS

Please include any attachments relevant to your request: supporting documents, site plans, photos, etc.

CERTIFICATION BY THE APPLICANT

- I certify all the information provided in this application and any attachment(s) are true to the best of my knowledge and belief, and that I am either the property owner or authorized to make this application on the owner’s behalf.
- I acknowledge that by submitting this application, I am granting permission for City staff to post a temporary yard sign announcing the public hearing to be held for my request on the property. I further acknowledge that my electronic or digital signature on this application has the full legal effect as that of my written signature.

Applicant’s Signature

Date 12/13/23

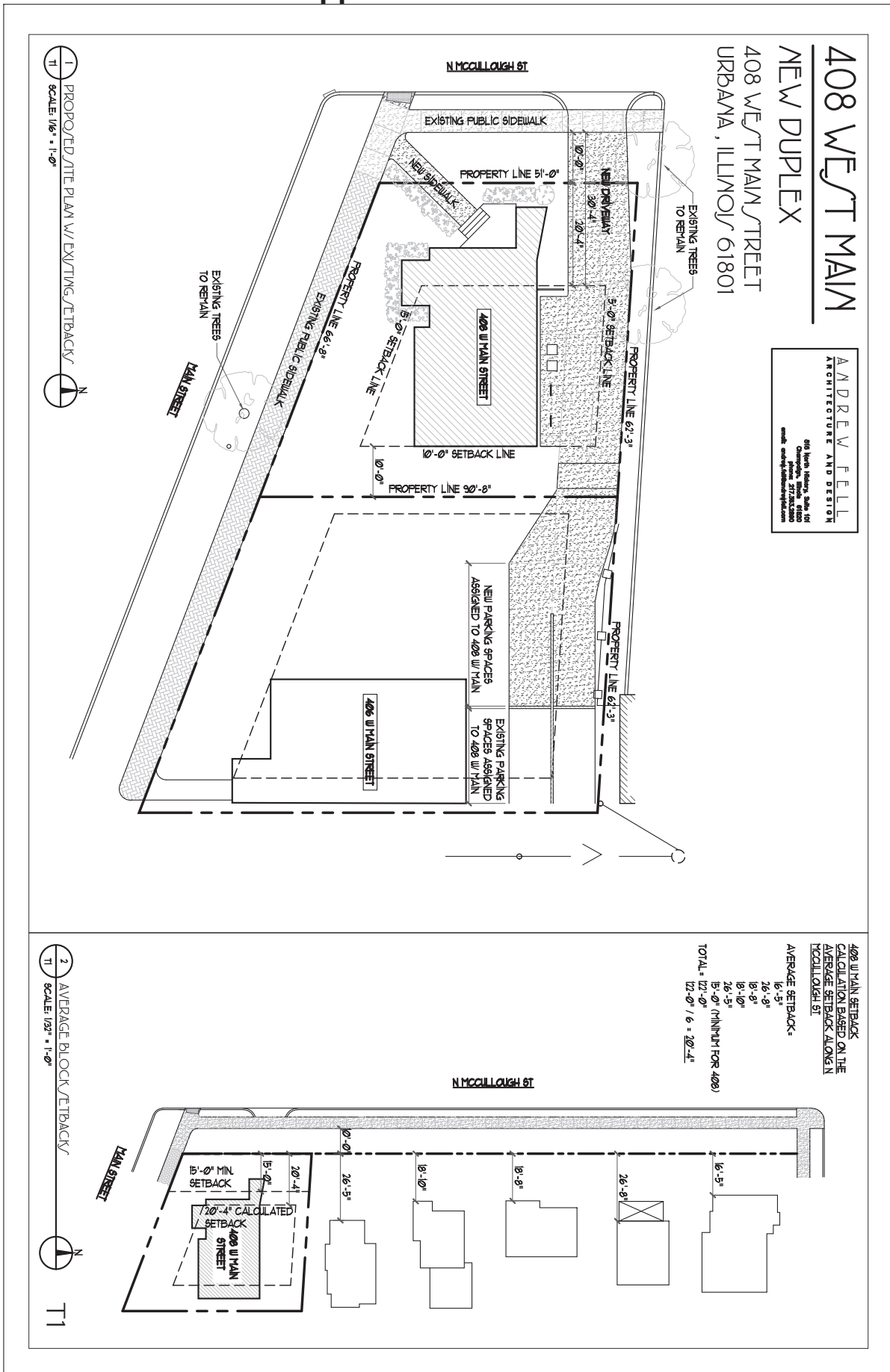
PLEASE RETURN THE APPLICATION ONCE COMPLETED TO:

By emailing an pdf copy to Planning@urbanaininois.us

Or

By mailing a paper copy to:
City of Urbana
Community Development Department Services
Planning Division
400 South Vine Street
Urbana, IL 61801

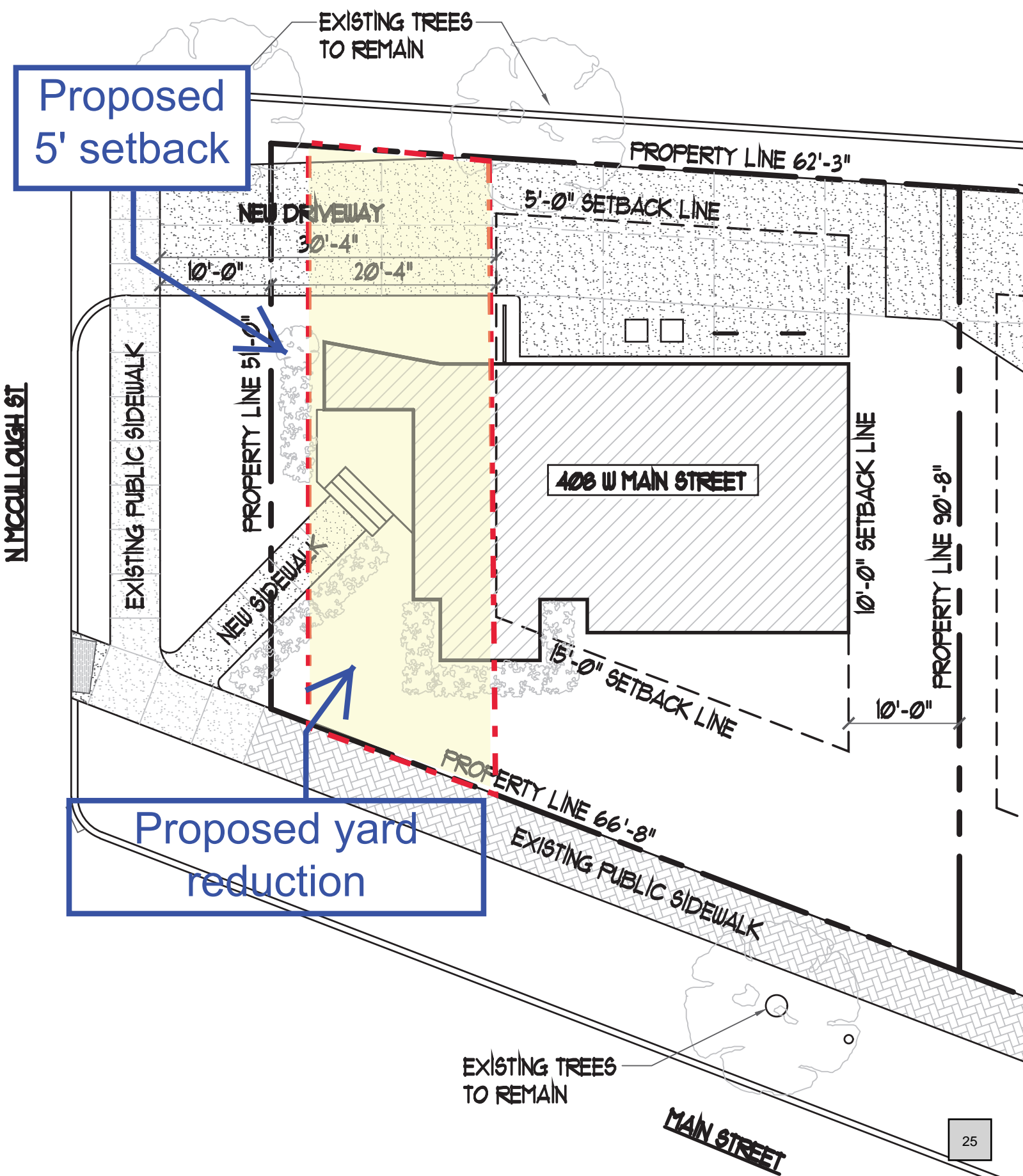
Exhibit D - Variance Application with Site Plan



ATTACHMENT 2 - ZBA STAFF REPORT AND MINUTES

Exhibit D - Site Plan - Area of Variance

Item a.



Proposed 5' setback

Proposed yard reduction

Exhibit E - Site Photos



Fig. 1: Looking north from Main Street to subject property.



Fig. 2: Looking east from McCullough Street to subject property.

Exhibit E - Site Photos



Fig. 3: Aerial looking northeast onto subject property.



Fig. 4: Photo of former church (Google Streetview, 2017).

ATTACHMENT 2 - ZBA STAFF REPORT AND MINUTES

Exhibit F - Public Input

Item a.

Ricci, Marcus

From: Julie R. Laut <xx>
Sent: Monday, January 8, 2024 10:06 AM
To: Ricci, Marcus
Subject: ZBA-2023-MAJ-05 - Major Variance Request

***** Email From An External Source *****

Use caution when clicking on links or opening attachments.

Hello,

I am writing in response to the letter dated Jan 3, 2024, regarding the request for a major variance at 408 W. Main St. I support approval of this request and am pleased that one of the many empty lots in our neighborhood will be in-filled with a new duplex.

I respectfully request that my comments be read into the record.

Julie Laut

<address redacted>

ATTACHMENT 2 - ZBA STAFF REPORT AND MINUTES

Item a.

January 17, 2024

MINUTES OF A REGULAR MEETING

URBANA ZONING BOARD OF APPEALS

DRAFT

DATE: January 17, 2024

TIME: 7:00 P.M.

PLACE: Council Chambers, City Building, 400 South Vine Street, Urbana, Illinois

MEMBERS ATTENDING: Joanne Chester, Ashlee McLaughlin, Adam Rusch, Nancy Uchtmann, Charles Warmbrunn, Harvey Welch

MEMBERS ABSENT: Matt Cho

STAFF PRESENT: Kimberly Smith, Director of Community Development Services; Marcus Ricci, Planner II; Teri Anzel, Planning Administrative Assistant II

OTHERS PRESENT: Geoff Bant, Joanne Budde, Andrew Fell, Aaron Haunhorst, Tanner Shiley

A. CALL TO ORDER and ROLL CALL

Chair Welch called the meeting to order at 7:03 p.m. Roll call was taken, and he declared a quorum present.

...

E. NEW PUBLIC HEARINGS

ZBA-2023-MAJ-05 – A request by Andrew Fell, on behalf of Yasmin Bobat, Trustee, for a Major Variance to reduce the required front yard along McCullough Street from 20 feet, 4 inches to 5 feet at 408 West Main Street in the R-4 (Medium Density Multiple Family Residential) Zoning District.

Chair Welch opened Case No. ZBA-2023-MAJ-05. Marcus Ricci, Planner II, presented the case to the Zoning Board of Appeals by stating facts from the written staff report. He gave a brief history of the proposed site. He noted the land uses, zoning and future land use designations of the subject property and of the surrounding properties. He showed a concept plan and building renderings of the proposed duplex. He talked about the proposed development and the notification process for this public hearing. He summarized staff findings and reviewed the options of the Board members. He presented staff’s recommendation for approval of Case No. ZBA-2023-MAJ-05 with the following condition:

1. Construction must be in general conformance with the site plan titled “408 West Main – New Duplex”.

January 17, 2024

He stated that the applicant is available to answer questions.

Chair Welch asked if any members of the Zoning Board of Appeals had questions for City staff.

Ms. Chester inquired about parking for the site. Mr. Ricci explained that the owner also owns the property next door at 406 West Main Street, which is a legally non-conforming triplex that did not have any parking on the lot. When the owner renovated 406 West Main Street, they demolished a garage with one dwelling unit and put in parking with the understanding that the parking would be made available to a newly constructed building at 408 West Main Street.

Ms. Chester asked what would happen if the owner decided to sell one of the properties. Mr. Ricci stated that the Zoning Ordinance allows a property owner to provide parking off-site within 600 feet of their property. He said that there would either need to be an agreement for the parking arrangement included with the sale of the property or the owner of 408 West Main Street would need to find and secure parking elsewhere within 600 feet.

With there being no additional questions for City staff, Chair Welch opened the public hearing for public input. He invited the applicant to speak.

Andrew Fell, applicant, approached the Zoning Board of Appeals to speak. He mentioned that both 406 and 408 West Main Street have been tied together in their quest to renovate. They worked with City staff to come to an agreement for keeping 406 West Main Street legally non-conforming while providing parking for 408 West Main Street. He then clarified the reason for the proposed major variance is to extend the west setback out a little to allow them to bring the north side of the proposed building down in order to have room for the driveway so residents can access their parking spaces.

Ms. Uchtmann asked who owns the 10-foot strip near the west property line. Mr. Fell stated that it is part of the right-of-way along McCullough Street. Mr. Ricci agreed.

With there being no further input from the audience, Chair Welch closed the public input portion of the hearing and opened it up for discussion and/or motion(s).

Mr. Rusch moved that the Zoning Board of Appeals forward Case No. ZBA-2023-MAJ-05 to the City Council with a recommendation for approval with the following condition:

1. Construction must be in general conformance with the site plan titled “408 West Main – New Duplex”.

He stated that he was in favor of the motion because he agrees with all five points elicited in staff's Summary of Findings. Ms. McLaughlin seconded the motion. Roll call on the motion was as follows:

Ms. McLaughlin	-	Yes	Mr. Rusch	-	Yes
Ms. Uchtmann	-	Yes	Mr. Warmbrunn	-	Yes
Mr. Welch	-	Yes	Ms. Chester	-	Yes

The motion was passed by unanimous vote of 6-0. Mr. Ricci noted that Case No. ZBA-2023-MAJ-05 would be forwarded to the Committee of the Whole on February 19, 2024 and to City Council on February 26, 2024.



MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: February 19, 2024 Committee of the Whole
Subject: An Ordinance Amending the Urbana Zoning Map
(Urbana-Champaign Sanitary District / Plan Case No. 2482-M-23, two lots north of East Park Street along North Cottage Grove Avenue)

Summary

Action Requested

Council is being asked to approve a zoning map amendment (“rezoning”) for two parcels owned by the Urbana-Champaign Sanitary District (“UCSD”) to change the zoning district from R-3 (Single- and Two-Family Residential) to CRE (Conservation-Recreation-Education). The lots are located along North Cottage Grove Avenue, north of East Park Street. They are already in use by UCSD, and this rezoning would bring the two parcels into conformity with the rest of UCSD’s campus.

Plan Commission Recommendation

The Plan Commission reviewed the rezoning on February 8, 2024, and voted unanimously with seven ayes and zero nays to recommended approval to City Council.

Relationship to City Services and Priorities

Impact on Core Services

Approval of the rezoning will have no impact on City services.

Strategic Goals & Plans

The rezoning aligns with the “Institutional” future land use designation in the Comprehensive Plan, which includes larger campuses like UCSD’s facility. The CRE district allows sewage treatment plants.

Previous Council Actions

None.

Discussion

See the attached Plan Commission Staff Report for background information and discussion.

Recommendation

Staff recommends that Council approve the zoning map amendment.

Next Steps

If approved, staff will update the City's Zoning Map with the zoning change to CRE.

Attachments

1. An Ordinance Approving a Zoning Map Amendment (UCSD / Plan Case No. 2482-M-23)
2. Plan Commission Staff Report (2/1/2024)
3. Draft Plan Commission Minutes (2/8/2024)

Originated by: Kevin Garcia, Principal Planner

Reviewed: Kimberly Smith, Director of Community Development Services

Approved: Carol Mitten, City Administrator

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE URBANA ZONING MAP
(Urbana-Champaign Sanitary District / Plan Case No. 2482-M-23, two lots
north of East Park Street along North Cottage Grove Avenue)**

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 Ordinance constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, Brad Bennett, on behalf of the Urbana-Champaign Sanitary District (“UCSD”), requested a rezoning of Lots 1 and 2 of the Urbana Champaign Sanitary District Subdivision 1 from R-3 (Single- and Two-Family Residential) to CRE (Conservation, Recreation, and Education); and

WHEREAS, after due publication, the Urbana Plan Commission held a public hearing on February 8, 2024, and voted with seven ayes and zero nays to forward Plan Case 2482-M-23 to the Urbana City Council with a recommendation to approve a rezoning to the CRE (Conservation-Recreation-Education) zoning district; and

WHEREAS, the City Council finds that the requested rezoning is consistent with the criteria contained in *La Salle National Bank v. County of Cook*, 12 Ill. 2d 40, 145 N.E.2d 65 (Ill. 1957) and *Sinclair Pipe Line Co. v. Village of Richton Park*, 19 Ill.2d 370 (1960); and

WHEREAS, the City Council, after due consideration, finds that an amendment to the Urbana Zoning Map as herein provided is in the best interests of the residents of the City and is desirable for the welfare of the City’s government and affairs.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Urbana, Illinois, as follows:

Section 1.

The Official Zoning Map of Urbana, Illinois, is herewith and hereby amended to change the zoning classification from R-3 (Single- and Two-Family Residential) to CRE (Conservation-Recreation-Education), for the property more particularly described as follows:

Lots 1 and 2 of the Urbana Champaign Sanitary District Subdivision 1

P.I.N.: 91-21-09-306-021 and 91-21-09-306-022

Section 2.

Upon approval of this Ordinance, the City Clerk is directed to record a certified copy of this Ordinance with the Champaign County Office of Recorder of Deeds. The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities, and this Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code.

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2024.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2024.

Diane Wolfe Marlin, Mayor



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

m e m o r a n d u m

TO: The Urbana Plan Commission

FROM: Kevin Garcia, AICP, Principal Planner & Zoning Administrator

DATE: February 1, 2024

SUBJECT: **Plan Case 2482-M-23:** A request by Brad Bennett, on behalf of the Urbana-Champaign Sanitary District, to rezone Lots 1 and 2 of the Urbana Champaign Sanitary District Subdivision 1 from R-3 (Single- and Two-Family Residential) to CRE (Conservation, Recreation, and Education)

Introduction & Background

Brad Bennett, on behalf of the Urbana-Champaign Sanitary District (“UCSD”), requests a rezoning of Lots 1 and 2 of the Urbana Champaign Sanitary District Subdivision 1 from R-3 (Single- and Two-Family Residential) to CRE (Conservation, Recreation, and Education). The proposed rezoning would bring the two lots into alignment with the rest of UCSD’s campus.

Staff recommend approving the proposed rezoning, as it satisfies the rezoning criteria.

Description of Site and Area

The site is approximately 2.2 acres, and is located north of University Avenue, at the northern end of Cottage Grove Avenue. It is just west of Ambucs Park. The property and most of the adjacent property are owned by UCSD, with the properties to the west, north, and east all being zoned CRE (Conservation, Recreation, and Education). Two residential parcels to the southwest are privately owned, and are zoned R-3 (Single- and Two-Family Residential), as is the UCSD-owned lot to the south.

Table 1 below identifies the current zoning and the existing and future land uses of the site and surrounding properties (see Exhibit C).

Discussion

The applicant wants to bring two parcels into conformity with the zoning of their remaining parcels. The parcels are currently zoned for residential use (R-3), but they have never contained homes, and they have been used by UCSD since the 1980s, at least. They currently contain a portion of UCSD’s solar farm.

The proposed rezoning would be in line with the Future Land Use Designation of “Institutional” in Urbana’s 2005 Comprehensive Plan.

Staff see no potential issues in permitting the rezoning.

Table 1. Zoning and Land Use

Location	Zoning	Existing Land Use	Future Land Use
Site	R-3 (Single- and Two-Family Residential)	UCSD Solar Farm	Institutional
North	CRE (Conservation-Recreation-Education)	UCSD Facility	Institutional
South	R-3 (Single- and Two-Family Residential)	Homes, Vacant	Residential
East	CRE (Conservation-Recreation-Education)	Park	Parks/Recreation
West	CRE (Conservation-Recreation-Education)	UCSD Solar Farm	Institutional

Rezoning Criteria

In the case of *La Salle National Bank v. County of Cook*, the Illinois Supreme Court developed a list of factors that are paramount in evaluating the legal validity of a zoning classification for a particular property. In addition to the six La Salle Criteria, the court developed two more factors in the case of *Sinclair Pipe Line Co. v. Village of Richton Park*. Together, all eight factors are discussed below to compare the current zoning to the proposed zoning.

1. *The existing land uses and zoning of the nearby property.*

Nearby properties are a mix of CRE (Conservation-Recreation-Education) and R-3 (Single- and Two-Family Residential), and contain a mix of institutional (UCSD), recreational, and residential uses. The primary reason for the proposed rezoning is to bring the parcels in line with the majority of UCSD's campus. This should weigh in favor of the proposed rezoning.

2. *The extent to which property values are diminished by the restrictions of the ordinance.*

This criterion is not relevant to this case.

3. *The extent to which the ordinance promotes the health, safety, morals, or general welfare of the public.*

The proposed rezoning would have little or no effect on the health, safety, morals, or general welfare of the public. This criterion should weigh in favor of the proposed rezoning.

4. *The relative gain to the public as compared to the hardship imposed on the individual property owner.*

There is little gain to the public, but there is also no hardship imposed by the current or proposed rezoning. This should weigh in favor of the proposed rezoning.

5. *The suitability of the subject property for the zoned purposes.*

The property is well-suited for the CRE zoning district. The 2005 Comprehensive Plan designates the area's future use as "Institutional," which is consistent with how it is being used. Solar farms

are allowed in the CRE district with a special use permit. They are not allowed at all in the R-3 district. While the solar farm on the site predates the adoption of Section XIII-9 of the Zoning Ordinance, which regulates Solar Energy Systems, rezoning to CRE would bring the use more in line with current regulations. This should weigh in favor of the proposed rezoning.

6. *The length of time the property has been vacant as zoned, considered in the context of land development, in the area, in the vicinity of the subject property.*

The property is not vacant. It contains a portion of UCSD's solar farm. This criterion is not relevant to this case.

7. *The community's need for more of the proposed use.*

While this rezoning request is not tied to a specific use, the community may benefit from having more land in the CRE district. This should weigh in favor of the proposed rezoning.

8. *The care with which the community has planned its land use development.*

The 2005 Comprehensive Plan designates the property for future "Institutional" land use. The rezoning would create a more consistently-zoned campus for UCSD, an institutional use. This should weigh in favor of the proposed rezoning.

Overall, the request meets a preponderance of criteria for a rezoning.

Summary of Findings

1. The proposed rezoning to CRE (Conservation, Recreation, and Education) would be compatible with the "Institutional" Future Land Use designation by the 2005 City of Urbana Comprehensive Plan.
2. The proposed rezoning would be compatible with the adjacent CRE and R-3 zoning districts.
3. The proposed zoning would allow UCSD to have a more consistently-zoned campus.

Options

The Plan Commission has the following options in Plan Case 2484-M-23:

1. Forward the case to City Council with a recommendation to approve the rezoning request.
2. Forward the case to City Council with a recommendation to deny the rezoning request.

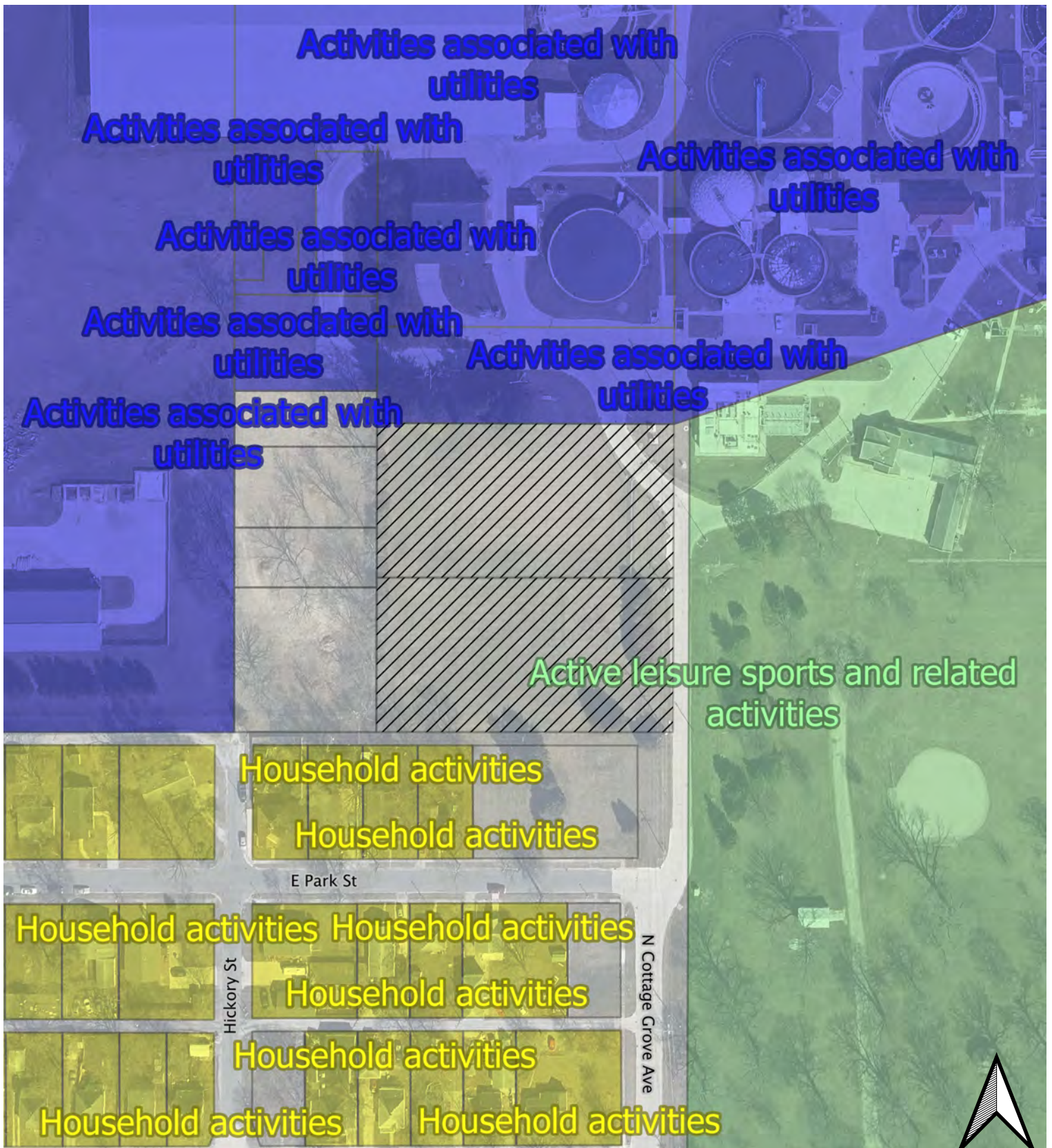
Recommendation

Based on the evidence presented in the discussion above, and without the benefit of considering additional evidence that may be presented at the public hearing, staff recommends that the Plan Commission forward the case to City Council with a recommendation to **APPROVE** the rezoning request to CRE (Conservation, Recreation, and Education).

Attachments: Exhibit A: Location Map
 Exhibit B: Zoning Map
 Exhibit C: Future Land Use Map
 Exhibit D: Application for Zoning Map Amendment

Exhibit E: Site Photos
Exhibit F: Zoning Description Sheets: CRE, R-3

cc: Brad Bennett, Applicant

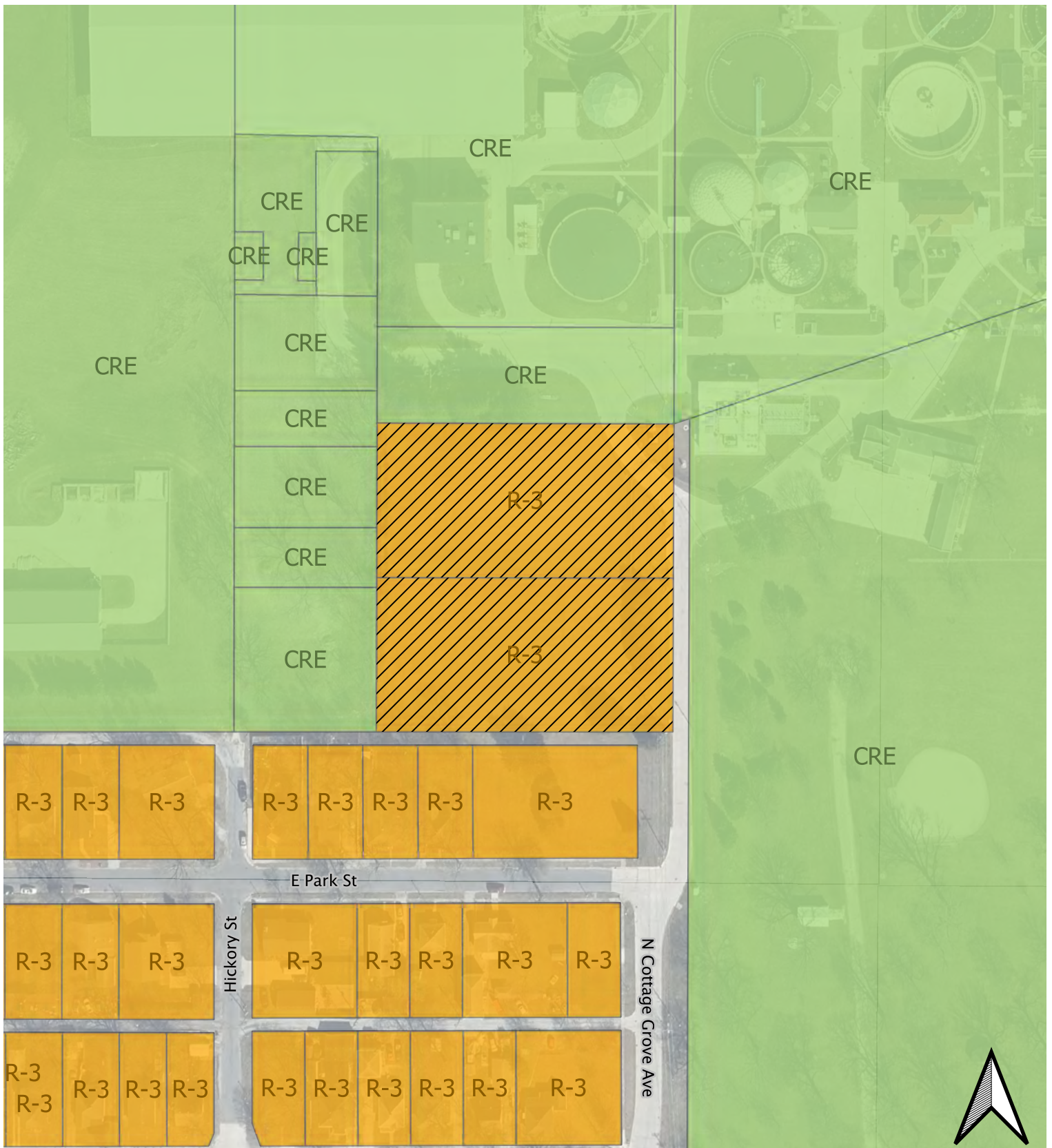


Case: 2482-M-23
 Subject: Rezoning R-3 to CRE
 Location: Lots 1 and 2 of the UCSD Subdivision 1
 Applicant: Urbana-Champaign Sanitary District

//// Subject Property

Exhibit B - Zoning

Item b.



Case: 2482-M-23
Subject: Rezoning R-3 to CRE
Location: Lots 1 and 2 of the UCSD Subdivision 1
Applicant: Urbana-Champaign Sanitary District

//// Subject Property

Exhibit C - Future Land Use

Item b.



Case: 2482-M-23
Subject: Rezoning R-3 to CRE
Location: Lots 1 and 2 of the UCSD Subdivision 1
Applicant: Urbana-Champaign Sanitary District

//// Subject Property



Application for Zoning Map Amendment

PLAN COMMISSION

The application fee must accompany the application when submitted for processing. Please refer to the City’s website at <http://www.urbanaininois.us/fees> for the current fee associated with this application. **The Applicant is also responsible for paying the cost of legal publication fees.** Estimated costs for these fees usually run between \$75.00 and \$225.00. The applicant will be billed separately by the News-Gazette.

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

Date Request Filed 10-27-2023 Plan Case No. 2482-M-23
Fee Paid - Check No 023467 Amount \$208.00 Date 10-27-2023

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

1. APPLICANT CONTACT INFORMATION

Name of Applicant(s): **Urbana and Champaign Sanitary District** Phone:
Address (*street/city/state/zip code*): **1100 East University Avenue Urbana, IL 61802**
Email Address:
Property interest of Applicant(s) (*Owner, Contract Buyer, etc.*): **Owner**

2. OWNER INFORMATION

Name of Owner(s): **Urbana and Champaign Sanitary District** Phone:
Address (*street/city/state/zip code*): **1100 East University Avenue**
Email Address:
Is this property owned by a Land Trust? Yes No
If yes, please attach a list of all individuals holding an interest in said Trust.

3. PROPERTY INFORMATION

Address/Location of Subject Site: **Parcel 1 - 701 Hickory Street; Parcel 2 - No location address**
PIN # of Location: **91-21-09-306-021; 91-21-09-306-022**
Lot Size: **1.15 acres; 1.15 acres**
Current Zoning Designation: **R-3 Single- and Two-Family Residential District**
Proposed Zoning Designation: **CRE Conservation-Recreation-Education District**
Current Land Use (*vacant, residence, grocery, factory, etc.*): **Vacant, never developed**
Proposed Land Use: **Buffer area around wastewater treatment facility**
Present Comprehensive Plan Designation: **Institutional; Institutional**

How does this request conform to the Comprehensive Plan? **Yes**

Legal Description (*If additional space is needed, please submit on separate sheet of paper*):

Parcel 1: PIN 91-21-09-306-021: Lot 1 Urbana Champaign Sanitary District Sub 1

Parcel 2: PIN 91-21-09-306-022: Lot 2 Urbana Champaign Sanitary District Sub 1

4. CONSULTANT INFORMATION

Name of Architect(s): Phone:

Address (*street/city/state/zip code*):

Email Address:

Name of Engineers(s): Phone:

Address (*street/city/state/zip code*):

Email Address:

Name of Surveyor(s): Phone:

Address (*street/city/state/zip code*):

Email Address:

Name of Professional Site Planner(s): Phone:

Address (*street/city/state/zip code*):

Email Address:

Name of Attorney(s): Phone:

Address (*street/city/state/zip code*):

Email Address:

5. REASONS FOR MAP AMENDMENT:

What error in the existing Zoning Map would be corrected by the Proposed Amendment?

There is no error being corrected.

What changed or changing conditions warrant the approval of this Map Amendment?

Previous single-family residential lots purchased by UCSD that will serve as buffer area adjacent to wastewater treatment facility.

Explain why the subject property is suitable for the proposed zoning.

Property is adjacent to wastewater treatment facility site making it appropriate for buffer area between plant and residential neighborhood.

What other circumstances justify the zoning map amendment

Time schedule for development *(if applicable)*

Not applicable

Additional exhibits submitted by the petitioner.

NOTE: If additional space is needed to accurately answer any question, please attach extra pages to the application.

By submitting this application, you are granting permission for City staff to post on the property a temporary yard sign announcing the public hearing to be held for your request.

CERTIFICATION BY THE APPLICANT

I certify all the information contained in this application form or any attachment(s), document(s) or plan(s) submitted herewith are true to the best of my knowledge and belief, and that I am either the property owner or authorized to make this application on the owner’s behalf.

At Manner

Oct 26, 2023

Applicant’s Signature

Date

PLEASE RETURN THIS FORM ONCE COMPLETED TO:

City of Urbana
Community Development Department Services
Planning Division
400 South Vine Street, Urbana, IL 61801
Phone: (217) 384-2440
Fax: (217) 384-2367



R-3 – SINGLE AND TWO-FAMILY RESIDENTIAL ZONING DISTRICT DESCRIPTION SHEET

According to Section IV-2 of the Zoning Ordinance, the purpose and intent of the R-3 Zoning District is as follows:

"The *R-3, Single and Two-Family Residential District* is intended to provide areas for low-density residential development, including single-family attached and detached dwellings and two-family dwellings."

Following is a list of the Permitted Uses, Special Uses, Planned Unit Development Uses and Conditional Uses in the R-3 District. Permitted Uses are allowed by right. Special Uses and Planned Unit Development Uses must be approved by the City Council. Conditional Uses must be approved by the Zoning Board of Appeals.

PERMITTED USES:

Agriculture

Agriculture, Cropping

Business - Recreation

Country Club or Golf Course

Public and Quasi-Public

Elementary, Junior High School or Senior High School
Park

Residential

Dwelling, Community Living Facility, Category I and Category II
Dwelling, Duplex***
Dwelling, Duplex (*Extended Occupancy*)***
Dwelling, Single Family
Dwelling, Single Family (*Extended Occupancy*)
Dwelling, Two-Unit Common-Lot-Line***

SPECIAL USES:

Public and Quasi-Public

Church, Temple or Mosque
Electrical Substation
Institution of an Educational or Charitable Nature
Library, Museum or Gallery
Police or Fire Station

Residential

Dwelling, Transitional Home, Category II

PLANNED UNIT DEVELOPMENT USES:

Residential

Residential Planned Unit Development (*See Section XIII-3*)

CONDITIONAL USES:

Agriculture

Artificial Lake of One (1) or More Acres

Business - Miscellaneous

Day Care Facility (*Non-Home Based*)

Business - Recreation

Lodge or Private Club

Public and Quasi-Public

Municipal or Government Building

Residential

Bed and Breakfast, Owner Occupied
Dwelling, Transitional Home, Category I

Table V-1 Notes:

*** See Section VI-3 for lot area and width regulations for duplex and common-lot line dwelling units.

DEVELOPMENT REGULATIONS IN THE R-3 DISTRICT

ZONE	MIN LOT SIZE (square feet)	MIN AVERAGE WIDTH (in feet)	MAX HEIGHT (in feet)	MAX FAR	MIN OSR	MIN FRONT YARD (in feet) ¹	MIN SIDE YARD (in feet) ¹	MIN REAR YARD (in feet) ¹
R-3	6,000 ¹³	60 ¹³	35 ¹⁷	0.40	0.40	15 ⁹	5	10

FAR = Floor Area Ratio
OSR = Open Space Ratio

Footnote¹ – See Section VI-5 and Section VIII-4 for further information about required yards.

Footnote⁹ – In the R-1 District, the required front yard shall be the average depth of the existing buildings on the same block face, or 25 feet, whichever is greater, but no more than 60 feet, as required in Section VI-5.D.1. In the R-2, R-3, R-4, R-5, R-7, and MOR Districts, the required front yard shall be the average depth of the existing buildings on the same block face (including the subject property), or 15 feet, whichever is greater, but no more than 25 feet, as required in Section VI-5.D.1. (*Ordinance No. 9596-58, 11-20-95*) (*Ordinance No. 9697-154*) (*Ordinance No. 2001-03-018, 03-05-01*)

Footnote¹³ – In the R-2 and R-3 Districts, any lot platted and recorded after December 21, 1970, on which there is proposed to be erected or established a duplex, shall contain an area of not less than 9,000 square feet, and have an average width of not less than 80 feet. A lot platted and recorded before December 21, 1970, on which there is proposed to be erected or established a duplex, shall contain an area of not less than 6,000 square feet, and have an average width of not less than 60 feet.

Footnote¹⁷ – Public buildings, schools, or institutions of an educational, religious, or charitable nature which are permitted in the R-2, R-3, and R-4 Districts may be erected to a height not to exceed 75 feet, if the building is set back from the building line at least one foot for each one foot of additional building height above the height limit otherwise applicable.

For more information on zoning in the City of Urbana call or visit:

City of Urbana
Community Development Services Department
Planning Division
400 South Vine Street, Urbana, Illinois 61801
(217) 384-2440 phone | Email: Planning@urbanaininois.us
City Website: www.urbanaininois.us



**CRE – CONSERVATION-RECREATION-EDUCATION
ZONING DISTRICT DESCRIPTION SHEET**

According to Section IV-2 of the Zoning Ordinance, the purpose and intent of the CRE Zoning District is as follows:

"The *CRE, Conservation-Recreation-Education District* is intended to conserve natural and scenic areas for open space, recreational, and educational purposes, both public and private, and to preserve from unsuitable uses natural surface drainage courses and other areas whose physical characteristics, such as slope or susceptibility to flooding, make many forms of development inappropriate or potentially injurious to the public health or safety. The uses permitted in this district are primarily of low intensity, which would not interfere with natural conditions, and for which such conditions would not pose severe problems; areas developed for more intensive use, which include significant open space, or which provide educational or recreational facilities to the public, are also appropriate in this district."

Following is a list of the Permitted Uses, Special Uses and Conditional Uses in the CRE District. Permitted Uses are allowed by right. Special Uses must be approved by the City Council. Conditional Uses must be approved by the Zoning Board of Appeals.

PERMITTED USES:

Agriculture

Agriculture, General
Agriculture, Cropping

Business – Professional and Financial Services

Vocational, Trade or Business School

Business – Miscellaneous

Day Care Facility (*Non-Home Based*)

Public and Quasi-Public

Elementary, Junior High School, or Senior High School
Library, Museum or Gallery
Municipal or Government Building
Nonprofit or Governmental, Educational and Research Agencies
Park
Public Maintenance and Storage Garage
University/ College

SPECIAL USES:

Agriculture

Mineral Extraction, Quarrying, Topsoil Removal and Allied Activities****
Plant Nursery or Greenhouse

Business - Recreation

Private Indoor Firing Range††

Industrial

Solar Farm

Public and Quasi-Public

Church, Temple or Mosque
Farmer’s Market
Institution of an Educational or Charitable Nature
Sewage Treatment Plant or Lagoon****

CONDITIONAL USES:

Agriculture

Artificial Lake of one (1) or more acres

Business - Miscellaneous

Cemetery****

CONDITIONAL USES Continued:

Business - Recreation

- Bait Sales
- Camp or Picnic Area****
- Commercial Fishing Lake
- Country Club or Golf Course
- Driving Range
- Lodge or Private Club
- Miniature Golf Course
- Outdoor Commercial Recreation Enterprise (*Except Amusement Park*)****
- Private Indoor Recreational Development
- Resort or Organized Camp****
- Riding Stable****

Table V-1 Notes:

- **** See Table VII-1 for Standards for Specific Conditional Uses
- †† See Section VII-5.E Standards for Private Indoor Firing Ranges

DEVELOPMENT REGULATIONS IN THE CRE DISTRICT

ZONE	MIN LOT SIZE (square feet)	MIN AVERAGE WIDTH (in feet)	MAX HEIGHT (in feet)	MAX FAR	MIN OSR	MIN FRONT YARD (in feet) ¹	MIN SIDE YARD (in feet) ¹	MIN REAR YARD (in feet) ¹
CRE	1 acre	150	35 ³	0.40	0.55	25	15	25

FAR = Floor Area Ratio
 OSR = Open Space Ratio

Footnote¹ – See Section VI-5 and Section VIII-4 for further information about required yards.

Footnote³ – In the AG, CRE, B-1, B-2, MOR and IN-1 Zoning Districts, and for residential uses in the B-3 and B-4 Districts, if the height of a building two stories or exceeds 25 feet, the minimum side and rear yards shall be increased as specified in Section VI-5.F.3 and Section VI-5.G.1, respectively. In the AG and CRE Districts, the maximum height specified in Table VI-3 shall not apply to farm buildings; however, the increased setbacks required in conjunction with additional height, as specified in Section VI-5, shall be required for all non-farm buildings.

For more information on zoning in the City of Urbana call or visit:

City of Urbana
Community Development Services Department
Planning Division
 400 South Vine Street, Urbana, Illinois 61801
 (217) 384-2440 phone | Email: Planning@urbanaininois.us
 City Website: www.urbanaininois.us

MINUTES OF A REGULAR MEETING

URBANA PLAN COMMISSION

DRAFT

DATE: February 8, 2024

TIME: 7:00 P.M.

PLACE: Council Chambers, City Building, 400 South Vine Street, Urbana, Illinois

MEMBERS ATTENDING: Will Andresen, Dustin Allred, Andrew Fell, Lew Hopkins, Bill Rose, Karen Simms, Chenxi Yu

MEMBERS EXCUSED: Debarah McFarland

STAFF PRESENT: Kimberly Smith, Director of Community Development Services; Kevin Garcia, Principal Planner; Teri Andel, Administrative Assistant II

OTHERS PRESENT: Geoffrey Bant, Brad Bennett, Joanne Budde, Christy Donovan, Stan Frese, Deb Hissong, Rich Hissong, Richard Lampman, Adam Martinsek, Lori Martinsek, Christina Penna, Vicki Trimble, Jim Tucker, Marla Tucker, [2 representatives from OSF Healthcare]

A. CALL TO ORDER and ROLL CALL

Chair Allred called the meeting to order at 7:01 p.m. Roll call was taken, and there was a quorum of the members present.

...

G. NEW PUBLIC HEARINGS

Plan Case No. 2482-M-23 – A request by Brad Bennett, on behalf of the Urbana-Champaign Sanitary District, to rezone Lots 1 and 2 of the Urbana Champaign Sanitary District Subdivision No. 1 from R-3 (Single and Two-Family Residential) to CRE (Conservation-Recreation-Education).

Chair Allred opened Plan Case No. 2482-M-23. Kevin Garcia, Principal Planner, presented the written staff report to the Plan Commission. He briefly summarized the details and facts of the case.

Chair Allred asked if any members of the Plan Commission had questions for Mr. Garcia.

Mr. Hopkins expressed concern about the existing solar farm. Mr. Garcia explained that the solar farm was built before the City passed a text amendment regulating solar use. Prior to the text

amendment, the City treated solar of any kind as a mechanical system. Solar farms are not allowed in the R-3 (Single and Two-Family Residential) Zoning District, so the proposed rezoning would bring the existing solar farm more into conformity. Mr. Hopkins stated that it needs to be in the record that the City considers the solar farm to be conforming and have approval of a special use permit to operate.

Mr. Fell asked if the City owns the two lots. Ms. Garcia replied that the Urbana-Champaign Sanitary District owns both lots.

With no further questions for the applicant, Chair Allred opened the hearing for discussion by the Plan Commission. He reviewed the procedure for a public hearing. There was no public input, so Chair Allred opened the hearing for Plan Commission discussion and/or motion(s).

Mr. Hopkins moved that the Plan Commission forward Case No. 2482-M-23 to the City Council with a recommendation for approval and recognition that the current solar farm is a conforming use based on an implied special use permit. Mr. Rose seconded the motion.

Mr. Fell asked if the Plan Commission could blanketly issue a special use permit this way. Mr. Hopkins stated that the solar farm was approved under a different ordinance, which made the solar farm become a conforming use. He doesn't want the use to become non-conforming due to the proposed rezoning.

Chair Allred stated that since the Plan Commission cannot grant a special use permit in this case without proper noticing, he suggested that City staff research the best way to move forward without creating a non-conformity. If the City approves the proposed rezoning, the solar farm would become legally non-conforming and would not create the impression that another proposed solar farm would not require a Special Use Permit. Mr. Garcia added that when the City adopted the solar energy text amendment, they essentially made any existing solar farm non-conforming.

Mr. Rose asked if there is currently a special use permit for the existing solar farm. Mr. Garcia said no because it was constructed prior to the City having regulations on solar farms. They were considered mechanical systems then.

Ms. Simms asked if there is a grandfather statement that the Plan Commission can make about the existing solar farm. Mr. Garcia said that is what the entire non-conforming section in the Zoning Ordinance is about.

Roll call was taken on the motion and was as follows:

Mr. Fell	-	Yes	Mr. Hopkins	-	Yes
Mr. Rose	-	Yes	Ms. Simms	-	Yes
Ms. Yu	-	Yes	Mr. Allred	-	Yes
Mr. Andresen	-	Yes			

The motion passed by unanimous vote.



MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: Monday, February 5, 2024 Committee of the Whole
Subject: An Ordinance Repealing Urbana City Code Chapter 2, Article IV, Division 5, Section 2-95 (Market at the Square Advisory Board)

Summary

This proposal is a request to repeal City Ordinance No. 2012-07-071 that established Urbana's Market at the Square (UMATS) Advisory Board, in order to dissolve the UMATS Advisory Board.

The UMATS Advisory Board was created to provide stakeholders with a formal way to provide input on Market operations. The Advisory Board was designed with very specific definitions and requirements of vendors who could serve on the Board depending on the type of product or service they represented and the number of years they had been a vendor at the market. The Advisory Board was not responsible for policy creation or regulation of the Market. It was developed to discuss ideas, concerns, and to support the Market Coordinator in meeting the goals of the Market.

The Advisory Board has not met for a few years; however, staff have hosted pre- and post-season sessions with all market vendors invited to participate. In recent years, as the ability to host virtual meetings has become widespread and easily accessible, it has resulted in both a more efficient and equitable means to interact with vendors and increased attendance and participation. This has been especially beneficial since the vendor base for UMATS is spread across a large geographic area. Staff time previously spent on Advisory Board actions and the accompanying administrative requirements can be more efficiently spent addressing all vendor needs directly.

Pre- and post-season sessions have effectively replaced and improved the former function of the Market Advisory Board. Therefore, staff request to dissolve the Market at the Square Advisory Board. Staff will continue to host pre- and post-season sessions.

Relationship to City Services and Priorities

Impact of this change would be to create regular opportunities where all vendors are invited to attend and share ideas and concerns in an effort to build an even more successful Market at the Square.

Discussion

The current Advisory Board is composed of members representing specific vendor groups at the Market. Certain restrictions, such as duration of vendor participation in the Market and category restrictions, limit the pool of potential applicants for the Board. In the past, this has resulted in a stagnant and less than dynamic Board composition due to the limited number of qualifying

applicants. Eliminating the Board and allowing the total population of the Market to participate would create an environment where all voices could be heard.

Revoking the UMATS Advisory Board would not impact the operations or budget of the Market and would potentially lead to better vendor relations and thus a better Market. The UMATS Advisory Board functions would continue to be replaced with all-vendor discussion sessions that would occur twice a year. The sessions are intended to be conducted virtually to maximize participation. These sessions would be open to all current or previous year vendors.

Recommendation

Staff recommends that Council adopt the attached draft Ordinance to repeal the establishing ordinance for the Market at the Square Advisory Board, Ordinance No. 2012-07-071.

Attachments

1. Ordinance No. 2024-XX-XX, AN ORDINANCE REPEALING URBANA CITY CODE CHAPTER 2, ARTICLE IV, DIVISION 5, SECTION 2-95
2. Ordinance No. 2012-07-071 AN ORDINANCE AMENDING URBANA CITY CODE CHAPTER TWO TO ESTABLISH A MARKET AT THE SQUARE ADVISORY BOARD

Originated by: Bryan Heaton, Market Coordinator

Reviewed: Stepheny McMahon, Economic Development Supervisor
Kimberly Smith, Community Development Services Director

Approved: Carol Mitten, City Administrator

ORDINANCE NO. _____

**AN ORDINANCE REPEALING URBANA CITY CODE CHAPTER 2, ARTICLE IV,
DIVISION 5, SECTION 2-95**

(Market at the Square Advisory Board)

WHEREAS, the City of Urbana (the “City”) is a home rule unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970 and may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the creation and dissolution of boards and commissions to assist with the performance and functioning of its governmental affairs; and

WHEREAS, on or about July 17, 2012, the City adopted Ordinance No. 2012-07-071, which created and established the Market at the Square Advisory Board, which creation and establishment is current memorialized in Chapter 2, Article IV, Division 5, Section 2-95 of the Urbana City Code; and

WHEREAS, the Market at the Square Advisory Board duties are no longer needed by the City of Urbana as full vendor meetings are easily hosted for equitable participation among all Market at the Square vendors.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, AS FOLLOWS:

Section 1. Chapter 2, Article IV, Division 5, Section 2-95 of the Urbana City Code shall be and hereby is repealed effective upon adoption of this Ordinance.

Section 2. Effective upon adoption of this Ordinance, the City of Urbana shall officially dissolve the Market at the Square Advisory Board.

Section 3. Effective upon adoption of this Ordinance, all terms of those board members who have been appointed by the City of Urbana to serve on the Market at the Square Advisory

Board shall be deemed to and hereby expire.

Section 4. Notwithstanding anything to the contrary contained in this Ordinance, the City of Urbana shall retain such records pertaining to and/or created by, for, or on behalf of the Market at the Square Advisory Board by the City of Urbana and any of its employees in compliance with the laws of the State of Illinois concerning the retention and destruction of local governmental records.

Section 5. Those sections, paragraphs, and provisions of the Urbana City Code that are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portions of the Urbana City Code other than those expressly set forth as amended or repealed in this Ordinance. The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

Section 6. This Ordinance shall not be construed to affect any suit or proceedings pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action accrued of existing prior to the effective date of this Ordinance; nor shall any right or remedy or any character be lost, impaired, or affected by this Ordinance.

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

PASSED BY THE CITY COUNCIL this _____ day of _____

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefer, City Clerk

APPROVED BY THE MAYOR this _____ day of _____

Diane Wolfe Marlin, Mayor

Passed: July 16, 2012
Signed: July 17, 2012

ORDINANCE NO. 2012-07-071

**AN ORDINANCE AMENDING URBANA CITY CODE CHAPTER TWO TO ESTABLISH
A MARKET AT THE SQUARE ADVISORY BOARD**

WHEREAS, the City of Urbana, Illinois currently operates a farmers market, Urbana's Market at the Square, which has been a part of the community for 33 years; and

WHEREAS, Urbana's Market at the Square is an integral part of our City's vitality, bolstering quality of life, encouraging entrepreneurship and economic development, and attracting visitors to our area; and

WHEREAS, many cities throughout the United States have adopted support of farmers markets to enhance their communities, recognizing their importance to the development and enhancement of local food systems; and

WHEREAS, the Urbana City Council adopted Common Goals on February 1, 2010 which included:

- the promotion of production, accessibility, and affordability of local farm and artisan products;
- the conduction of a strategic planning process to explore the future vision, program goals, and implementation steps for Urbana's Market at the Square;
- consideration of the creation of an advisory board for Urbana's Market at the Square composed of representatives of the City of Urbana, vendors, consumers, the Urbana Business Association, and others as deemed appropriate; and

WHEREAS, the Urbana City Council approved the Urbana’s Market at the Square Strategic Plan (Resolution No. 2011-10-038R) on November 7, 2011, including the strategic planning Steering Committee’s recommendation to create a Market at the Square Advisory Board; and

WHEREAS, the Urbana City Council wishes to establish the Market at the Square Advisory Board.

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

Section 1. Urbana City Code Chapter 2, “Administration,” Article IV, “Boards and Commissions,” is hereby amended by adding the following division thereto:

Division 5 -- Market at the Square Advisory Board.

Section 2-95 - Market at the Square Advisory Board.

- (a) Market at the Square Advisory Board establishment. The city council hereby establishes the Market at the Square Advisory Board as set forth herein.
- (b) Mission. The Market at the Square Advisory Board recognizes the continuation and growth of Urbana’s Market at the Square as essential to the vitality of our city. The Board fosters a dynamic, entrepreneurial Urbana, helps guide the long-term activities of the Market and attainment of its goals as described in the Urbana’s Market at the Square Strategic Plan adopted by City Council on November 7, 2011, and creates an environment in which the Market’s mission to connect the community to local food growers and producers, strengthen the local food economy, provide access to local artisans, and serve as a community gathering place, may thrive.

(c) Composition; appointment. The Market at the Square Advisory Board shall consist of nine (9) members appointed by the Mayor, and approved by the Council, from constituencies representing various segments of the Market community which have experience, expertise, or interest in the areas of farming, local food production, local food systems, urban planning, community and neighborhood organizing, event planning, business, or another related field. Members shall be chosen from a diverse range of backgrounds, occupations and Market constituencies, with the intention of reflecting the full diversity of the Urbana Market community. To that end, the composition of this Board shall be as follows:

- 1) Four (4) current vendors of any of the following: fruits and vegetables, meat, dairy, honey, flowers, and baked goods and other prepared foods; with three of these vendors being full-season Market participants of at least four (4) years and one a full-season participant of less than four (4) years, and all in good fiscal standing with the Market;
- 2) One (1) vendor artisan in good fiscal standing with the Market;
- 3) One (1) community group representative from a current group in good fiscal standing with the Market;
- 4) One (1) downtown Urbana business representative;
- 5) One (1) Urbana resident who is a Market patron who is not a vendor or other participant in the Market; and
- 6) One (1) City Council Member

In the making of appointments hereunder, the Mayor may receive recommendations by civic groups. All members shall be voting members.

(d) Quorum. A majority of Board members currently serving shall constitute a quorum.

(e) Terms of members; absence of member.

1. The initial terms shall be as follows. There shall be three (3) members whose terms expire June 30, 2013, three (3) members whose terms expire June 30, 2014, and three (3) members whose terms expire June 30, 2015. Subsequent appointments shall be made for terms of three (3) years, or until their successors are appointed and approved by the City Council. Within sixty (60) days following the expiration of the term of each of those Board members, a successor shall be appointed by the Mayor with the approval of the City Council, and the successor shall serve for a term of three (3) years.
2. If a Board member resigns or is removed from the Board, a successor shall be appointed by the Mayor with the approval of the City Council and shall serve for the unexpired period of the vacated term.
3. Members of the Board may be removed by the Mayor for good cause with the approval of a majority of City Council present and voting. Absence from three (3) consecutive meetings within twelve (12) months may be considered to be prima facie good cause.

(f) Meetings. The Market at the Square Advisory Board shall meet quarterly, on call of the Chairperson or of any five (5) members.

(g) Chairperson. The Mayor shall designate the Chairperson of the Board.

(h) Functions and duties generally. The functions and duties of the Market at the Square Advisory Board are limited to those set forth in this ordinance, and as specifically set forth in any other duly enacted ordinance. Nothing in this ordinance shall be construed as vesting legislative discretion or power in the Board.

(i) Duties. The Market at the Square Advisory Board shall adopt its rules of procedure for whatever regular and special meetings are deemed by the Board to be advisable and necessary to the fulfillment of the duties of the Board.

The roles and responsibilities of the Board may include, but not be limited to, the following:

1. To consider future growth of the Market consistent with its mission;
2. To research and seek additional funding, including donations, grants, and other support for Urbana's Market at the Square;
3. To encourage public participation in the Market, and its related events and programming;
4. To cooperate with other entities on matters regarding the Market;
5. To offer educational programming to the public regarding the Market and the local food system;
6. To coordinate events and outreach related to the Market;
7. To implement Urbana's Market at the Square's Strategic Plan and update the Strategic Plan when needed; and
8. To take such other actions as the Mayor and City Council may direct from time to time.

The Market at the Square Advisory Board will submit its recommendations yearly to the City Council via the Market Director's Annual Report, which is delivered to City Council once per year.

(j) Sub-committees. The Market at the Square Advisory Board shall appoint sub-committees as deemed necessary.

(k) Compensation. No member of the Market at the Square Advisory Board, or any appointed sub-committee, shall receive compensation for his or her services. Members of the committees who are City employees shall receive only such compensation as is set forth as salary and benefits in the annual appropriation ordinance.

(l) Budget. There is no formal request for funding from this Board to the City Council. Any necessary training funds for the Board will be budgeted out of the Market's annual budget.

(m) Administration. The Market at the Square Advisory Board shall be responsible for taking any action necessary to carry out its purposes for projects as described in the section on Duties, in accordance with the annual budget and subject to all ordinances in the City of Urbana.

The Community Development Services Department shall provide staff support for the meetings and activities of the Market at the Square Advisory Board.

Section 2. Those sections, paragraphs, and provisions of the Urbana City Code that are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portions of the Urbana City Code other than those expressly set forth as amended or repealed in this Ordinance. The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

Section 3. This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval according to law.


This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

PASSED by the City Council this 16th day of July, 2012 .

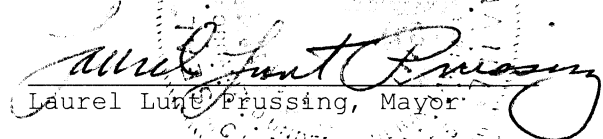
AYES: Bowersox-Johnson, Jakobsson, Lewis, Marlin, Roberts, Smyth,
Stevenson

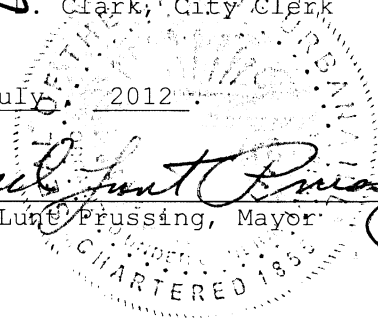
NAYS:

ABSTAINS:


Phyllis J. Clark, City Clerk

APPROVED by the Mayor this 17th day of July, 2012 .


Laurel Lunt Frussing, Mayor



RESOLUTION NO. _____

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

(First Followers CHDO Developer PY 2023)

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 Community Housing Development Organization 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 \$30,000 in HOME Program funds, for the creation of one (1) affordable rental housing unit, between the City of Urbana and First Followers, in substantially the same 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, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Diane Wolfe Marlin, Mayor

**URBANA HOME CONSORTIUM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION
AGREEMENT
(FirstFollowers CHDO Developer, PY 2023)**

THIS Rental Housing Agreement, hereafter referred to as the “**AGREEMENT**”, is made as of this ____ day of _____, 20__, by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the “**GRANTOR**”), and **FirstFollowers**, an Illinois Not-For-Profit Organization (hereinafter “**PROJECT DEVELOPER**”).

WITNESSETH

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

WHEREAS, the Urbana HOME Consortium has received HOME Program funds from HUD during the period beginning July 1, 2023, and ending June 30, 2024, and previous periods, to increase affordable housing opportunities for low-income residents of Urbana, Champaign, and unincorporated Champaign County; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 2020-2024 (hereinafter the “Consolidated Plan”) and Annual Action Plan for the program year FY 2022-2023, which budget Urbana HOME Consortium funds for the respective periods, set aside for use by Community Housing Development Organizations (hereinafter “CHDOs”) in accordance with an Intergovernmental Agreement Concerning Administration of a Champaign/ Urbana/ Champaign County HOME Investment Partnerships Consortium executed by Mayor Tod Satterthwaite on behalf of the City on July 16, 2003 (hereinafter the “Intergovernmental Agreement”); and

WHEREAS, the GRANTOR as the administrator of a HOME Program has authority under the provisions of the HOME Investment Partnerships Program (the “HOME Program”) to provide financial assistance for the development of a mixed-income, affordable residential rental development; and

WHEREAS, the PROJECT DEVELOPER has submitted a request to the GRANTOR for assistance to participate in the development of the real estate located at **701 N Prospect, Champaign, Illinois**, and legally described in “Exhibit C”, attached hereto and made a part hereof, (hereafter the “Project”); and

WHEREAS, the Consolidated Plan promotes expansion of housing opportunities and recommends that the Urbana HOME Consortium expand housing opportunities for low-income households; and

WHEREAS, PROJECT DEVELOPER desires to serve as a Developer of an affordable rental housing development within the City of Urbana; and

WHEREAS, the GRANTOR has determined that the Project is eligible for funding under the HOME Program; and

WHEREAS, the GRANTOR has determined that the PROJECT DEVELOPER has the ability to provide the required private matching funding to cover the cost of the Project; and

WHEREAS, the PROJECT DEVELOPER has been fully informed regarding all requirements or obligations that must be met by PROJECT DEVELOPER in order to utilize HOME Program funds for the Project, including but not limited to the requirement that the assisted housing unit(s) must remain affordable to low-income households for a period of Ten (10) Years in accordance with 24 CFR Part 92, Sections 203, 251-253.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE I: HOME REQUIREMENTS

Section 1: USE of HOME Funds

The GRANTOR agrees to provide the PROJECT DEVELOPER the total amount not to exceed **\$30,000** from its Federal Fiscal Year 2023 HOME PROGRAM allocations to be used in conjunction with the redevelopment of 701 N Prospect Ave, Champaign, IL an affordable rental housing development in the City of Champaign. Funds shall be used in the manner described in “Exhibit A”. Said exhibit also includes the tasks to be performed, a schedule for completing the tasks, and a budget for the use of the funds.

- a.) The scope of work including the schedule is provided as Exhibit “A”.
- b.) The budget for completing tasks is provided as “Exhibit B”.
- c.) The PROJECT DEVELOPER owns the real property located at 701 N Prospect Ave, and more fully described in Exhibit “C”.

Section 2. Affordability

The PROJECT DEVELOPER shall comply with all income determinations and affordability requirements of the HOME Program as set forth in 24 CFR 92.203 and 92.252, as applicable. The PROJECT DEVELOPER shall determine that 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 HOME-assisted unit in a rental housing (HOUSING) project must be occupied only by households that are eligible as low-income families and must meet the affordability requirements for not less than the applicable period as described in 24 CFR 92.252(e).

- a.) Affordability Period: The PROJECT DEVELOPER agrees to restrict the use of the property by recording Deed Restrictions in form and with the same content as that executed under even date herewith. For the first ten (10) years following project completion (hereinafter referred to "the Affordability Period"), the restrictions shall apply:
- i. Maximum Tenant Income: The maximum income for households residing in HOME-assisted units cannot exceed sixty (60%) percent of the area median income, adjusted by family size as defined annually by HUD. For projects with five or more HOME-assisted units, a minimum of 20% of the assisted units must be restricted to households whose gross income does not exceed fifty (50%) percent of the area median income.
 - ii. Rent Limitations: The gross rent for all units (including applicable utility allowances computed in accordance with Section 42 of the Internal Revenue Code and applicable HOME regulations) shall not exceed the maximum High HOME Rents as published annually by HUD. For projects with five or more HOME-assisted units, a minimum of 20% of the assisted units must have rents that are no greater than the Low HOME rents as published by HUD. The initial monthly rent for each unit including utilities cannot exceed:

3 bedroom units at \$1,187

If the tenant pays for utilities, the rent must be reduced by the utility allowance. The utility allowance prepared by the local public housing authority and distributed by the GRANTOR is to be used when adjusting rents for tenant paid utilities.
 - iii. Fixed Unit Designation: PROJECT DEVELOPER in agreement with the GRANTOR has designated the unit in the City of Urbana/Urbana HOME Consortium HOME-assisted unit as fixed.
 - iv. Increases in Tenant Income: To the extent specifically required by the regulations under the HOME Program, if an existing tenant's adjusted income increases to the extent that it exceeds eighty (80%) percent of the area median income for the Metropolitan Statistical Area (MSA), as defined annually by HUD, said tenant's rent shall be increased to an amount equal to thirty (30%) per cent of the family's adjusted monthly income. (If the loan is being made available for units that have been allocated a low-income housing tax credit by the State Housing Finance Agency 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 shall not apply.)

- v. Lease Provisions: All leases between the PROJECT DEVELOPER, or its assigns and its tenants shall be for not less than one (1) year in duration and shall comply with all the provisions of 24 CFR 92.253.
- vi. Certification of Tenants' Income: PROJECT DEVELOPER shall submit or cause to be submitted to the CONSORTUIM within ninety (90) days of its fiscal year end the income records of all tenants that are or have been occupying the unit within the preceding twelve (12) months, and verifying that tenants meet the income guidelines set forth above, or in the case of existing tenants whose income has increased above such income guideline, that PROJECT DEVELOPER has complied with applicable HOME Program regulations in filling vacant units.
- vii. Non-Discrimination Against Subsidy Holders: The PROJECT DEVELOPER 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, handicap, familial status, or national origin. Unwed parents, families with children born out of wedlock, and recipients of public assistance shall not be excluded from the participation in, or be denied the benefits of the Section 8 Existing Housing Program because of such status.

This period of affordability shall commence the date that all necessary project information is provided to HUD via HUD's Integrated Disbursement and Information System (IDIS). GRANTOR agrees to enter all information provided into IDIS within 30 days of receipt. Should the PROJECT be modified after initial commencement date of the affordability period, a new affordability period may be re-structured.

Section 3. HOME Project Requirements

Project Requirements:

The GRANTOR shall provide HOME funds not to exceed **\$30,000** shall be provided as a grant in accordance with 24 CFR 92.205(b) for eligible costs as described in 24 CFR 92.206 and 92.207. HOME Program funds will be disbursed on behalf of the PROJECT DEVELOPER under the following terms and conditions:

The Grant shall be evidenced by a Regulatory and Land Use Restriction Agreement in the substantially the form as attached hereto as Exhibit D. The Regulatory and Land Use Restriction Agreement shall be executed by the Partnership, providing, among other things, for certain restrictions on the use of the Project and repayment of the Grant upon violation of such restrictions.

The PROJECT DEVELOPER shall comply with all HOME project requirements in subpart F of 24 CFR Part 92, including 92.250: Maximum per-unit subsidy amount and layering. The amount of HOME funds that a grantee may invest in affordable housing on a per-unit basis may not exceed the per-unit dollar limits established by HUD under 221.514(b)(1) and (c) of this title for elevator-type projects, involving nonprofit mortgagors, insured under section 221(d)(3) of the National Housing Act that apply to the area in which the housing is located.

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

In accordance with any rules and regulations issued by HUD under Section 504 of the Rehabilitation Act of 1973, the PROJECT DEVELOPER shall not discriminate against any person based on handicap.

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

The PROJECT DEVELOPER shall cooperate with GRANTOR and HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

Section 4. Property Standards

The PROJECT DEVELOPER agrees that all construction and housing constructed with HOME Program funds shall meet all applicable state and local construction codes, rehabilitation standards, and zoning ordinances, at the time of project completion. All housing must meet the accessibility requirements at 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).

The PROJECT DEVELOPER agrees to maintain the property to the applicable standards listed in this subpart for the duration of the affordability period.

Section 5. Other Program Requirements

- a.) Affirmative Marketing of Rental or Vacant Units
The PROJECT DEVELOPER will affirmatively market any unit available for rent or purchase in a manner to attract tenants or homebuyers without regard to race,

color, national origin, sex, religion, familial status or disability. The PROJECT DEVELOPER 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, 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 after the expiration of the affordability period and provide access thereto to GRANTOR Staff;
- 5) Not refrain from renting to any tenant holding a Section 8 Existing Housing Certificate, 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 Existing Housing Regulations when renting to any Section 8 tenant;
- 7) Exercise affirmative marketing of the units when vacated; and
- 8) Verify all information concerning the Applicant, or family members, which may be obtained from any source by the Champaign County Housing Authority, or its assignees or designees.

b.) Non-discrimination and Equal Opportunity

In carrying out this Agreement, the PROJECT DEVELOPER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, familial status, handicap, or national origin. The PROJECT DEVELOPER 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, handicap or national origin. Such action shall include, but not be 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 PROJECT DEVELOPER 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 PROJECT DEVELOPER, upon execution of this Agreement, shall agree that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex, age, familial status, handicap or national origin. The PROJECT DEVELOPER

shall comply with GRANTOR Ordinance 26.5 Part 2, regarding Equal Employment Opportunity and Affirmative Action.

c.) Displacement, Relocation, and Acquisition

If applicable, PROJECT DEVELOPER agrees to provide relocation assistance for displaced persons at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201 to 4655) and 49 CFR, Part 24.

d.) Disbarment & Suspension

The PROJECT DEVELOPER 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 PROJECT DEVELOPER shall establish procedures to ensure they do not make any award to grantees and subgrantees (including contractors) at any tier in violation of the non-procurement debarment and suspension common. The PROJECT DEVELOPER 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 non-procurement programs (“List”). The PROJECT DEVELOPER may request assistance from the GRANTOR to access the List and document results

f.) Conflict of Interest

The PROJECT DEVELOPER guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from the same. The PROJECT DEVELOPER agrees that no members of the governing body of the locality in which the PROJECT DEVELOPER is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Agreement during their tenure, or for one year thereafter, shall 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, PROJECT DEVELOPER agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of the PROJECT DEVELOPER 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 there under, either for themselves or for those with whom they have family or business ties, during his or her tenure or for one (1) year thereafter. Unless expressly permitted by the GRANTOR, no PROJECT DEVELOPER, or officer, employee, agent or consultant of the PROJECT DEVELOPER, may occupy a HOME-assisted affordable housing unit in a project.

g.) Air and Water

The PROJECT DEVELOPER agrees to 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.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

Section 6: Records and Reports

A. Records

PROJECT DEVELOPER authorizes the GRANTOR and HUD to conduct on-site reviews, examine personnel records, and to conduct any other procedure or practice necessary to assure compliance with this AGREEMENT and applicable HUD regulations. PROJECT DEVELOPER will ensure that all documents related to this Project shall be kept for a period of five (5) years after project's affordability period has been completed (estimated year 2033). Records to be retained include, but are not limited to timesheets; receipts and invoices for materials, supplies, and services; and documentation used to request re-imbusement of expenses.

PROJECT DEVELOPER shall maintain such records and accounts, including program records, project records; financial records; program administration records; equal opportunity and fair housing records; affirmative marketing and MBE/WBE records; records demonstrating compliance with the income determination and requirements of 24 CFR 92.203; record keeping requirements of 24 CFR 92.508; 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; records supporting exceptions to the conflict of interest prohibition pursuant to 24 CFR 92.356; debarment and suspension certifications required by 24 CFR parts 24 and 91; and any other records as are deemed necessary by the GRANTOR to assure a proper accounting and monitoring of all HOME Funds. In the event the GRANTOR determines that such records are not being adequately maintained PROJECT DEVELOPER, the GRANTOR may cancel this AGREEMENT in accordance with Article I Section 7 and Article II herein.

With respect to all matters covered by this AGREEMENT, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the GRANTOR, HUD, representatives of the Comptroller General of the United States or other Federal agency may require. PROJECT DEVELOPER will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this AGREEMENT. The

GRANTOR'S right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State or Federal.

The PROJECT DEVELOPER shall retain all records and supporting documentation applicable to this AGREEMENT for the most recent five (5) year period, except as provided below:

- (a) For housing projects, records shall be retained for five (5) years after the affordability period terminates.
- (b) Written agreements must be retained for five (5) years after the AGREEMENT terminates.
- (c) 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.

B. Reports

The PROJECT DEVELOPER must submit quarterly reports no more than ten (10) days after the end of each quarter until completion of project. The following table lists the end of the quarter and the corresponding quarterly report due date:

Quarter	Period	Quarterly Report Due Date
1st	July 1 – September 30	October 10
2nd	October 1 – December 31	January 10
3rd	January 1 – March 31	April 10
4th	April 1 – June 30	July 10
5th	July 1 – September 30	October 10
6th	October 1 – December 31	January 10
7th	January 1 – March 31	April 10
8th	April 1 – June 30	July 10

The quarterly reports shall be submitted by the PROJECT DEVELOPER quarterly until the final house has been constructed and leased.

Section 7: Enforcing of Agreement

A default shall consist of any use of HOME Program funds for a purpose other than as authorized by this AGREEMENT, noncompliance with the HOME Program guidelines as outlined in 24 CFR Part 92, any material breach of the AGREEMENT, failure to timely comply with the audit requirements in Article I, failure to expend HOME Program funds in a timely manner, or a misrepresentation in the application submission which, if known by GRANTOR and/or HUD, would have resulted in HOME Program funds not being provided. Upon due notice to the

PROJECT DEVELOPER of the occurrence of any such default and the provision of a reasonable opportunity to respond, the GRANTOR may take one or more of the following actions:

- (a) Direct the PROJECT DEVELOPER 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 the PROJECT DEVELOPER to 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 PROJECT DEVELOPER to reimburse the GRANTOR's program accounts in any amount not used in accordance with the requirements of 24 CFR Part 92, et al;
- (f) Suspend disbursement of HOME Program funds for affected activities;
- (g) 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 PROJECT DEVELOPER of the GRANTOR'S written notice of default. No delay or omission by GRANTOR and/or HUD in exercising any right or remedy available to it under the AGREEMENT shall impair any such right or remedy or constitute a waiver or acquiescence in any PROJECT DEVELOPER default.

Unless the PROJECT DEVELOPER'S default is waived, the GRANTOR may, upon twenty-four (24) hour written notice, terminate this AGREEMENT for said default. Waiver by the GRANTOR of PROJECT DEVELOPER'S default under this AGREEMENT shall not be deemed to be a waiver of any other default nor shall it be termination notice.

Notices required herein, shall be considered received by the PROJECT DEVELOPER and the GRANTOR if delivered in person, or when deposited in the U.S. Mail, postage prepaid certified mail, return receipt requested.

Section 8. Requests for Disbursement of Funds – Progress and Final Payments

A request for disbursement shall be submitted by the PROJECT DEVELOPER to the GRANTOR. The PROJECT DEVELOPER may not request disbursement of HOME Program funds under this Agreement until the funds are needed for payment of eligible HOME Program project related costs and the amount of each disbursement request shall be limited to the amount expended.

The amount of any request for funds shall be supported by appropriate documentation such as Contractor's Verified Statement, and Architect's performance-progress reports. Upon approval

or request, the GRANTOR shall make payment to PROJECT DEVELOPER within fourteen (14) business days of receipt of a complete and acceptable request by the GRANTOR.

The GRANTOR reserves the right to withhold disbursement of funds until all associated appropriate documentation is submitted. The GRANTOR or his/her designee shall authorize the schedule for said payments. If all conditions are met, and the work performed and materials supplied are satisfactory to the GRANTOR, the PROJECT DEVELOPER shall receive final payment.

All checks shall be made payable to "FirstFollowers." All monies granted to PROJECT DEVELOPER pursuant to this AGREEMENT shall be expended by July 31, 2026.

Reimbursement for expenditures shall be made in accordance with the budget detailed in "Exhibit B" and shall be limited to the statement of work described in "Exhibit A".

Further, no payments shall be released to PROJECT DEVELOPER prior to the GRANTOR receiving environmental clearance in the form of a "Phase I" or comparable environmental audit of the Development, performed by a company acceptable to the GRANTOR, and such other environmental assessments, as the GRANTOR may, in its sole discretion, require.

Section 9: Duration of Agreement

This AGREEMENT shall be effective as of the date executed by the Mayor and shall remain in effect until July 31, 2026.

Section 10: Conditions for Religious Organizations

The PROJECT DEVELOPER ensures that HOME Program funds shall not be provided to primarily religious organizations, such as churches, for any activity including secular activities. In addition, HOME Program funds shall not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. However, HOME Program funds may be used by a secular entity to acquire housing from a primarily religious organization, and a primarily religious entity may transfer title to its property to a wholly secular entity and the entity may participate in the HOME Program in accordance with the requirements of this 24 CFR Part 92.257. The entity may be an existing or newly established entity, which may be an entity established by the religious organization. The completed housing project must be used exclusively by the owner entity for secular purposes, available to all persons regardless of religion. In particular, there must be no religious or membership criteria for tenants of the property.

Section 11: Community Housing Development Organization (CHDO Provisions)

CHDO has been re-certified by the CONSORTIUM and has been found to be in compliance with the composition of a CHDO under the HOME Requirements. The CHDO agrees to maintain their CHDO status during the period of this funding cycle.

CHDO may retain any and all proceeds resulting from this HOME investment. Proceeds are to be used as specified under ARTICLE XIII of this AGREEMENT.

ARTICLE II: COMPLIANCE WITH VISITABILITY STANDARDS

Any residence constructed pursuant to this Agreement within the corporate limits of the City of Urbana and the City of Champaign shall incorporate applicable visitability for the jurisdiction in which the project is located.

ARTICLE III: FINANCIAL RESPONSIBILITY

The allocation of funds by the GRANTOR pursuant to this AGREEMENT shall in no way obligate the GRANTOR for any financial responsibility incurred by the PROGRAM in excess of the funding pledged herein. The GRANTOR reserves the right to withhold pledged funds if the GRANTOR is not satisfied with the PROJECT DEVELOPER'S compliance with the terms and conditions of performance outlined in this AGREEMENT.

ARTICLE IV: CERTIFICATIONS

PROJECT DEVELOPER represents the following with respect to this AGREEMENT.

- A. PROJECT DEVELOPER possesses legal authority to receive HOME Program funds from the GRANTOR and to execute the PROGRAM as described herein.
- B. The governing body of PROJECT DEVELOPER has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this AGREEMENT including all understandings and assurances contained herein, and directing and designating the authorized representative of PROJECT DEVELOPER to act in connection with this AGREEMENT and to provide such additional information as may be required.
- C. PROJECT DEVELOPER, its successors and assigns, agrees to develop and operate the PROJECT in accordance with HOME Program regulations promulgated at 24 CFR Part 92 and with applicable building codes.
- D. PROJECT DEVELOPER, its successors and assigns, agrees to comply with Section 3 of the Fair Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), hereinafter referred to as "Section 3", which provides that, to the greatest extent feasible, opportunities for training and employment that arise through the PROGRAM shall be given to low-income residents of the Cities of Champaign, Urbana or Unincorporated Champaign County and that contracts in connection with the PROGRAM be awarded to business concerns located in or owned in substantial part by persons residing in the Cities of Champaign, Urbana or Unincorporated Champaign County. PROJECT DEVELOPER agrees to

comply with provisions of said Section 3 and the regulations as issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of HUD issued there under. PROJECT DEVELOPER certifies and agrees that it is under no contractual or other disability that would prevent PROJECT DEVELOPER from complying with these requirements. PROJECT DEVELOPER'S responsibility to comply with Section 3 regulations includes the following:

1. Including in each subcontract in excess of \$100,000 a requirement that the subcontractor comply with Section 3.
 2. Sending each labor organization or representative of workers with which PROJECT DEVELOPER has a collective bargaining agreement or other understanding a notice of the PROJECT DEVELOPER commitment under Section 3.
 3. Posting copies of the notice in conspicuous places at work sites where both employees and applicants for employment positions can see the notice.
 4. Refrain from allowing a subcontractor to postpone filling any vacant employment and training positions after the subcontractor is selected but before the contract with the subcontractor is executed for the purpose of circumventing obligations under Section 3.
 5. Refraining from entering into any contract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of Section 3 regulations.
 6. Directing efforts to award covered contracts to Section 3 business concerns in order of priority.
 7. Directing efforts to employ and train Section 3 residents in the order of priority.
 8. Documenting actions taken to comply with Section 3 requirements.
 9. Submitting required Section 3 reports.
- E. PROJECT DEVELOPER agrees to give maximum feasible priority to very low-income persons when administering the PROGRAM described herein.
- F. PROJECT DEVELOPER acknowledges it shall match HOME Program funds disbursed by the GRANTOR and shall provide acceptable documentation of said match funds pursuant to this AGREEMENT in the amount of **\$4,500** in non-federal funds as defined in 24 CFR Part 92.220. Excess match shall be contributed to this project from the Grantor,
- G. PROJECT DEVELOPER shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of Federal funds for the PROGRAM. PROJECT DEVELOPER agrees to maintain financial records in accordance with applicable Federal guidelines as

defined in 24 CFR Part 200. PROJECT DEVELOPER shall separately and accurately identify use of HOME funds pursuant to this AGREEMENT.

- H. PROJECT DEVELOPER shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which PROJECT DEVELOPER receives federal financial assistance.
- I. PROJECT DEVELOPER shall comply with Executive Order 11246, and all regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
- J. PROJECT DEVELOPER shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- K. No Federal appropriated funds have been paid or will be paid, by or on behalf of PROJECT DEVELOPER, to any person for influencing or attempting to influence an officer or employee of any agency including the GRANTOR, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

- L. PROJECT DEVELOPER shall give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the PROGRAM.

- M. PROJECT DEVELOPER shall at all times observe and comply with all laws, ordinances, or regulations of Federal, State, and local governments which may in any manner affect the performance of this AGREEMENT. PROJECT DEVELOPER shall be liable to perform all acts to the GRANTOR in the same manner as the GRANTOR performs these functions to the Federal government.
- N. PROJECT DEVELOPER shall be responsible for any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, subcontractors, or agents of PROJECT DEVELOPER, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this PROGRAM, whether such loss, damage, injury, or liability is contributed to by the negligence of the GRANTOR or its officers, employees, or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that PROJECT DEVELOPER shall have no liability for damages or the costs incident thereto caused by the sole negligence of the GRANTOR, or its officers, employees, or agents.
- O. PROJECT DEVELOPER shall have full control of the ways and means of performing the services referred to herein. PROJECT DEVELOPER acknowledges and agrees that its employees, representatives, subcontractors, and agents may in no respect be considered employees of the GRANTOR.
- P. PROJECT DEVELOPER agrees that, to the greatest extent feasible, all construction-related expenditures made for the PROGRAM shall be made to City of Champaign, Urbana and Unincorporated Champaign County firms or individuals.

ARTICLE V: PROHIBITION AGAINST LOBBYING

PROJECT DEVELOPER acknowledges that no funds disbursed pursuant to this Agreement shall be used to finance lobbying activities. Furthermore, PROJECT DEVELOPER acknowledges that no PROJECT DEVELOPER employee funded in whole or part pursuant to this Agreement shall engage in lobbying activities at any time during the term of this Agreement. For purposes of this Agreement, the term "lobbying activities" shall include the following.

- A. Any activity related to the election or appointment of an individual to public office, including, but not limited to, contributions to campaign funds, solicitation in an attempt to influence the outcome of an election for public office, and preparation and dissemination of campaign materials
- B. Developership of candidate forums
- C. Developership of voter registration drives

- D. Provision of transportation to polling places
- E. Contributing financially to elected or appointed public officials in an attempt to influence legislation
- F. Hiring an individual or individuals to represent an organization and/or its position before elected or appointed public officials.

ARTICLE VI: NOTICES

The GRANTOR and the PROJECT DEVELOPER agree that all notices required by the Agreement shall be in writing and delivered by mail or hand delivered to the office of the Chief Administrative Officer or duly authorized appointed representative of the GRANTOR or PROJECT DEVELOPER as specified herein:

PROJECT DEVELOPER:

Name: Marlon Mitchell
 Title: Executive Director
 Organization: FirstFollowers
 Address: PO Box 8923
 Champaign, IL 61826

URBANA CONSTORTIUM:

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

ARTICLE VII: CONTINGENCIES

This AGREEMENT, including the provision of funds by the GRANTOR for the PROJECT as described herein, is contingent upon the signing of GRANTOR and the PROJECT DEVELOPER.

ARTICLE VIII: ASSIGNMENT

PROJECT DEVELOPER shall not assign this AGREEMENT, nor any part thereof, without prior written approval of the GRANTOR.

ARTICLE IX: MODIFICATION

No modification of this AGREEMENT, including modification of the PROGRAM budget in “Exhibit B”, shall be effective unless in writing and executed by the parties hereto.

ARTICLE X: EXECUTION OF AGREEMENT

This AGREEMENT shall be binding upon the GRANTOR and PROJECT DEVELOPER, their successors and assigns, and shall be effective as of the date executed by the Mayor of Urbana and attested by the City Clerk.

ARTICLE XI: PROJECT PUBLICITY

Any news release or other type of publicity pertaining to the work performed pursuant to this AGREEMENT must recognize GRANTOR as a PROJECT DEVELOPER, funded by HUD.

ARTICLE XII: MONITORING AND EVALUATING

The GRANTOR shall be responsible for monitoring and/or evaluating all aspects of the services provided by PROJECT DEVELOPER under this AGREEMENT. The GRANTOR shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the GRANTOR or HUD to accomplish this monitoring and/or evaluation. In order to properly monitor or evaluate the PROJECT DEVELOPER’S performance under this AGREEMENT, the GRANTOR shall make on-site inspections annually or as often as it deems necessary. Failure by the PROJECT DEVELOPER to assist the GRANTOR in this effort, including allowing the GRANTOR to conduct the on-site inspections and have access to the PROJECT DEVELOPER’S records, shall result in the imposition of sanctions as specified in Article I Section 7 herein.

Said evaluation may be accomplished by the GRANTOR through a management evaluation of the services provided under this AGREEMENT during the term of this AGREEMENT.

During the period of affordability, the GRANTOR shall perform on-site inspections to ensure units are the principal residence of the homebuyers and they are maintained to minimum property standards as determined by the code requirements as adopted by the local jurisdiction the Project is located in.

ARTICLE XIII: PROGRAM INCOME

DEVELOPER shall retain any proceeds from the sale of the property in the form of principal and interest on any mortgage issued through the sale, late payment fees, or any other income earned as a result of this PROJECT. Proceeds earned shall be used for expenses related to the furthering of affordable housing in the form of hard and soft costs associated with housing construction, provision of educational services related to homeownership, and operating expenses associated with carrying out affordable housing activities, which includes, but is not limited to: staff salaries, rent and utilities, taxes, marketing, etc. Furthermore, affordable housing initiatives

undertaken with the support of proceeds from this PROJECT need not conform to the HOME regulations found at 24 CFR Part 92.

ARTICLE XIV: INDEMNIFICATION

PROJECT DEVELOPER shall to the fullest extent allowed by law defend, hold harmless and indemnify the GRANTOR from and against any and all liability, injury, loss, claims, damages, costs, attorneys' fees and expenses of whatever kind or nature which the GRANTOR may sustain, suffer or incur or be required to pay by reason of:

- A. The loss of any monies paid to PROJECT DEVELOPER;
- B. Fraud, defalcation, or dishonesty on the part of any person representing, employed by, contracted or subcontracted by PROJECT DEVELOPER;
- C. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of PROJECT DEVELOPER or any of its contractors, subcontractors, sub-subcontractors, materialmen, suppliers and laborers in the execution or performance of this AGREEMENT; or

The indemnity hereunder shall survive termination of the AGREEMENT. In the event that any action, suit or proceeding is brought against the GRANTOR upon any liability arising out of the AGREEMENT, or any other matter indemnified against, the GRANTOR at once shall give notice in writing thereof to PROJECT DEVELOPER by registered or certified mail addressed to PROJECT DEVELOPER. Upon receipt of such notice, PROJECT DEVELOPER, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the GRANTOR.

ARTICLE XV: SIGNATURE OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by its officers as of the date indicated below:

GRANTOR:

Diane Wolfe Marlin, Mayor

Date

Attest

PROJECT DEVELOPER:

Signature

Title

Attest

Exhibit A Scope of Work

FIRSTFOLLOWERS RE-ENTRY PROGRAM

P.O. BOX 8923 CHAMPAIGN, ILLINOIS 61826



SCOPE OF WORK

Location - 701 N. Prospect, Champaign

Timeline - Work will commence once the contract agreement is signed. The project has a completion timeline of 180 days.

Work Description:

The job entails some interior demolition and renovation/upgrades. The work includes the following:

- Install new plumbing as needed
- Install new electrical, wiring, outlets, switches, and lighting
- Install new furnace and central air units
- Install new hot water heater
- Install new windows & doors (interior and exterior)
- Install vinyl siding, soffits, and gutters
- Install insulation on exterior walls
- Install new kitchen cabinets
- Install new toilet, tub, and vanity
- Install laminate flooring throughout the entire floor
- Framing as needed
- Drywall & painting
- Landscaping
- Build new front & back porches

Note: Some of the work performed will be subject to funding availability.

Exhibit B
Location of Project

Lot Two (2) of Lily K. Turell's Replat of a part of Prospect Place, an addition to the City of Champaign, in Champaign County Illinois.

PIN 41-20-11-282-012

Commonly known as 701 N Prospect Ave, Champaign, IL 61820

RESOLUTION NO. _____

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

(First Followers CHDO Operating PY 2023)

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 Community Housing Development Organization 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 \$6,500 in HOME Program Operating funds, for administration and operating expenses related to the continued operation and agency capacity expansion, between the City of Urbana and First Followers, in substantially the same 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, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Diane Wolfe Marlin, Mayor

URBANA HOME CONSORTIUM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION
AGREEMENT

(FirstFollowers CHDO Operating PY 2023)

THIS AGREEMENT, made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the “City”), and **FirstFollowers**, a not-for-profit corporation incorporated under the laws of the State of Illinois (hereinafter “**FirstFollowers**”).

WITNESSETH:

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

WHEREAS, the Urbana HOME Consortium, CFDA 14.239, will receive HOME Program funds from HUD for the period beginning **July 1, 2023**, and ending **June 30, 2024**, to increase affordable housing opportunities for low-income residents of Urbana, Champaign, and unincorporated Champaign County; and

WHEREAS, the Urbana City Council has adopted the *City of Urbana and Urbana HOME Consortium FY 2020-2024 Consolidated Plan* (hereinafter the “Consolidated Plan”), and the *City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2023-2024* (hereinafter the “AAPs”) which budgets administrative costs incurred by Community Housing Development Organizations (“CHDOs”) in accordance with an Intergovernmental Agreement Concerning Administration of a Champaign/Urbana/Champaign County HOME Investment Partnerships Consortium executed by Mayor Tod Satterthwaite on behalf of the City on July 16, 2003 (hereinafter the “Intergovernmental Agreement”); and

WHEREAS, the Consolidated Plan encourages the development of non-profit housing development organizations eligible for CHDO status and promotes increasing the capacity for affordable housing production at the neighborhood level; and

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

WHEREAS, **FirstFollowers** has been designated as an eligible recipient of CHDO funds for the Urbana HOME Consortium for the project located at 701 N Prospect Avenue, Champaign; and

WHEREAS, **FirstFollowers** has applied to the City for Urbana HOME Consortium funding for administration and operating costs related to the continued operation of HOME funded rental housing properties and for the building of agency capacity (hereinafter the “Operating Activities”); and

WHEREAS, the City has the right and authority, pursuant to both the HOME Program and the Intergovernmental Agreement to allocate Urbana HOME Consortium funds to **FirstFollowers** for the Operating Activities.

NOW, THEREFORE, the parties hereby agree as follows.

1. **Preamble.** The preamble set forth above is hereby incorporated and made part of this Community Housing Development Organization Agreement (hereinafter the “Agreement”).
2. **Purpose.** The purpose of this Agreement is to pledge **PY 2023 (FY 2023-2024)** Urbana HOME Consortium funds to provide **FirstFollowers** with administrative and operating activities to complete the Operating Activities.
3. **Pledge of HOME and Match Funds.** The City pledges to **FirstFollowers** **\$6,500** in Urbana HOME Consortium funds for the Operating Activities.

Specific uses of said funds are for administration and operating activities related to the continued operation and capacity building of the organization as shown in Exhibit 1.

FirstFollowers shall not request disbursement of HOME funds until HOME funds are needed to pay eligible costs related to the Operating Activities. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation (i.e., payroll documentation, receipts, and invoices). The City shall make payment to **FirstFollowers** within fourteen (14) calendar days of receipt of a complete and acceptable request by the City. The City reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to “**FirstFollowers.**” All monies granted to **FirstFollowers** pursuant to this Agreement shall be expended by **FirstFollowers** by **July 31, 2026.**

4. **Eligible Uses of Funds.** **FirstFollowers** may expend funds per 24 CFR 92.208(a) and 24 CFR 92.300(f).

24 CFR 92.208(a): Up to 5 percent of a participating jurisdiction's fiscal year HOME allocation may be used for the operating expenses of community housing development organizations (CHDOs). These funds may not be used to pay operating expenses incurred by a CHDO acting as a subrecipient or contractor under the HOME Program. Operating expenses means reasonable and necessary costs for the operation of the community housing development organization. Such costs include salaries, wages, and other employee compensation and benefits; employee education, training, and travel; rent; utilities; communication costs; taxes; insurance; equipment; materials and supplies. The

requirements and limitations on the receipt of these funds by CHDOs are set forth in 92.300(f).

24 CFR 92.300(f): Limitation on community housing development organization operating funds. A community housing development organization may not receive HOME funding for any fiscal year in an amount that provides more than 50 percent or \$50,000, whichever is greater, of the community housing development organization's total operating expenses in that fiscal year. This also includes organizational support and housing education provided under section 233(b)(1), (2), and (6) of the Act, as well as funds for operating expenses provided under 92.208.

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

6. **Equal Employment. FirstFollowers** agrees that there shall be no discrimination against any person who is employed in carrying out the Operating Activities, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Urbana law, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. **FirstFollowers** further agrees to the following.
 - A. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and HUD.
 - B. It shall furnish the City and HUD with information as they may require for the supervision of such compliance and will otherwise assist the City and HUD in the discharge of primary responsibility for securing compliance.
 - C. It shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City, or HUD.
 - D. It shall abide by the Urbana Human Rights Ordinance regarding equal employment.

7. **Certifications. FirstFollowers** represents the following with respect to this Agreement.
 - A. **FirstFollowers** possesses legal authority to receive HOME Program funds from the City and to execute the Operating Activities as described herein.
 - B. The governing body of **FirstFollowers** has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement including all understandings and assurances contained herein, and directing and designating the authorized representative of **FirstFollowers** to act in connection with this Agreement and to provide such additional information as may be required.

- C. **FirstFollowers**, its successors and assigns, agrees to fulfill the Operating Activities in accordance with HOME Program regulations promulgated at 24 CFR Part 92.
- D. **FirstFollowers** acknowledges there is no match requirement for these HOME CHDO funds disbursed by the City in the amount of **\$6,500**.
- E. **FirstFollowers** shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of Federal funds for the Operating Activities. **FirstFollowers** agrees to maintain financial records in accordance with applicable Federal guidelines; OMB circulars A-110, A-122, and A-133; the following requirements of 24 CFR Part 84: 84.2, 84.5, 84.13, 84.16, 84.21, 84.22, 84.26 - 84.28, 84.30, 84.31, 84.34 - 84.37, 84.40 - 84.48, 84.51, 84.60 - 84.62, 84.72, and 84.73. **FirstFollowers** shall separately and accurately identify use of HOME funds pursuant to this Agreement.
- F. **FirstFollowers** shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which **FirstFollowers** receives Federal financial assistance.
- G. **FirstFollowers** shall comply with Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally-assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
- H. **FirstFollowers** shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties in accordance with 24CFR92.356, and enforce such safeguards. Further, it will immediately report to the City any suspected or actual conflict situation.
- I. No Federal appropriated funds have been paid or will be paid, by or on behalf of **FirstFollowers**, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal

grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

- J. **FirstFollowers** shall give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the Operating Activities.
- K. **FirstFollowers** authorizes the City and HUD to conduct on-site reviews, examine personnel records, and to conduct any other procedure or practice necessary to assure compliance with this Agreement. **FirstFollowers** will ensure that all documents related to this Agreement shall be kept for a period of five years after project completion and final payout. Records to be retained include, but are not limited to timesheets; receipts and invoices for materials, supplies, and services; and documentation used to request re-imbursement of expenses.
- L. **FirstFollowers** shall at all times observe and comply with all laws, ordinances, or regulations of Federal, State, and local governments which may in any manner affect the performance of this Agreement. **FirstFollowers** shall be liable to perform all acts to the City in the same manner as the City performs these functions to the Federal government.
- M. **FirstFollowers** shall be responsible for any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorneys' fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, subcontractors, or agents of **FirstFollowers**, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this Agreement, whether such loss, damage, injury, or liability is contributed to by the negligence of the City or its officers, employees, or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that **FirstFollowers** shall have no liability for damages or the costs incident thereto caused by the sole negligence of the City, or its officers, employees, or agents.

- N. **FirstFollowers** shall have full control of the ways and means of performing the services referred to herein. **FirstFollowers** acknowledges and agrees that its employees, representatives, subcontractors, and agents may in no respect be considered employees of the City.
8. **Affirmative Marketing.** **FirstFollowers** must adopt an affirmative marketing policy and procedure acceptable to HUD to attract beneficiaries for their HOME-funded projects per 24 CFR 92.351. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status, or disability. The affirmative marketing requirements and procedures adopted must include:
- Methods for informing the public, owners, and potential beneficiaries about Federal fair housing laws and the City’s affirmative marketing policy.
 - Requirements and practices **FirstFollowers** must adhere to in order to carry out the affirmative marketing procedures and requirements.
 - Procedures to be used by **FirstFollowers** to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach.
 - Records that will be kept describing actions taken by **FirstFollowers** to affirmatively market units and records to assess the results of these actions.
 - A description of how the **FirstFollowers** will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.
9. **Prohibition Against Lobbying.** **FirstFollowers** acknowledges that no funds disbursed pursuant to this Agreement shall be used to finance lobbying activities. Furthermore, **FirstFollowers** acknowledges that no **FirstFollowers** employee funded in whole or part pursuant to this Agreement shall engage in lobbying activities at any time during the term of this Agreement. For purposes of this Agreement the term “lobbying activities” shall include the following.
- any activity related to the election or appointment of an individual to public office, including, but not limited to, contributions to campaign funds, solicitation in an attempt to influence the outcome of an election for public office, and preparation and dissemination of campaign materials
 - sponsorship of candidate forums
 - sponsorship of voter registration drives
 - provision of transportation to polling places
 - contributing financially to elected or appointed public officials in an attempt to influence legislation
 - hiring an individual or individuals to represent an organization and/or its position before elected or appointed public officials.
10. **Request for Disbursement of Funds.** **FirstFollowers** may request disbursement of HOME funds on a calendar quarter basis for reimbursement of eligible CHDO Operating expenses incurred during the previous quarter. An exception to this will be made for the

fourth quarter in order to facilitate financial close-out procedures associated with the end of the fiscal year. The schedule for disbursement requests is as follows:

<u>Expenses Incurred During:</u>	<u>Pay Request Submitted:</u>
January 1 – March 31	by April 10
April 1 – June 30	by July 10
July 1 – September 30	by October 10
October 1 – December 31	by January 10

Each request for payment shall be accompanied by documentation supporting the amount requested including, but not limited to, payroll documentation, receipts, and invoices. The City shall make payment to **FirstFollowers** within ten (10) calendar days of submission of a complete and acceptable payment request to the City. The City reserves the right to withhold disbursement of funds until appropriate documentation is submitted.

HUD regulations mandate that CHDOs utilizing CHDO Operating HOME funds must also be working on or toward an eligible housing project utilizing CHDO Project HOME funds. Such a project must be underway and to the point of drawing HOME Project funds within 24 months of the effective date of the CHDO Operating Agreement. If this requirement is not fulfilled, **FirstFollowers** shall repay to the City all HOME funds disbursed pursuant to this Agreement. Although the disbursement of CHDO Operating funds is not tied directly to the draw down of CHDO Project funds, the City reserves the right to delay disbursement of Operating Funds if it is evident that the CHDO project is experiencing excessive delays.

11. **Agency Training.** In order to ensure that the specific housing needs of the community continue to be addressed in ways that include current best practices, and that **FirstFollowers** understands and abides by all applicable local, State, and Federal regulations involved in the use of HOME funds, the City requires that **FirstFollowers** completes a minimum of two (2) approved workshops, conferences or training opportunities annually. The City may directly administer such training, or may recommend opportunities conducted by other agencies.
12. **Compliance.** **FirstFollowers** agrees that if the City determines that **FirstFollowers** has not complied with or is not complying with the provisions of this Agreement and so notifies **FirstFollowers** by written notice of said violations and **FirstFollowers** fails to correct said violations within thirty (30) days from receipt of said notice, the City may terminate this Agreement by written notice and may take any other action as may be permitted pursuant to this Agreement.
13. **Notices.** Notices and communications under this Agreement shall be sent first class, prepaid to the respective parties as follows:

TO THE CITY: Grants Division
Attn: Manager
400 South Vine Street
Urbana, Illinois 61801

TO CHDO: Executive Director
FirstFollowers
PO Box 8923
Champaign, IL 61826

14. **Contingencies.** This Agreement, including the provision of funds by the Urbana HOME Consortium for the Operating Activities as described herein, is contingent upon the construction of one single-family unit.
15. **Assignment.** **FirstFollowers** shall not assign this Agreement, nor any part thereof, without prior written approval of the City.
16. **Modification.** No modification of this Agreement, including modification of the budget in *Exhibit 1*, shall be effective unless in writing and executed by the parties hereto.
17. **Disbarment & Suspension.** The undersigned, **FirstFollowers**, certifies that it is not debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

FirstFollowers shall establish procedures to ensure they do not make any award to grantees and subgrantees (including contractors) at any tier in violation of the non procurement, debarment, and suspension common. No award of the contracts covered under the subject Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the City of Urbana, Illinois or the Federal Government to receive an award of such contract.

FirstFollowers 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 Non-procurement programs (“List”). **FirstFollowers** may request assistance from the City of Urbana to access the List and document results to the file.
18. **Termination.** Unless otherwise extended through written confirmation, this Agreement shall terminate on **July 31, 2026**.
19. **Execution of Agreement.** This Agreement shall be binding upon the City and **FirstFollowers**, their successors and assigns, and shall be effective as of the date executed by the Mayor and attested by the City Clerk.

CITY OF URBANA

Diane Wolfe Marlin, Mayor

Date

Attest: Darcy E. Sandefur, City Clerk

FirstFollowers

Printed Name

Signature

Date

Exhibit 1

Operating Budget

Eligible Operating Expenses:

Staff Salaries & Benefits – 701 N Prospect Ave, Champaign	\$6,500
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RESOLUTION NO. _____

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

(Habitat CHDO Developer PY 2023)

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 Community Housing Development Organization 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 \$125,000 in HOME Program funds, for the creation of three (4) affordable single-family units, between the City of Urbana and Habitat for Humanity of Champaign County, in substantially the same 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, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Diane Wolfe Marlin, Mayor

URBANA HOME CONSORTIUM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION
AGREEMENT

(Habitat CHDO Developer Agreement PY 2023)

THIS Affordable Homeownership Program Agreement, hereafter referred to as the “**AGREEMENT**”, made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the “**GRANTOR**”), and HABITAT FOR HUMANITY OF CHAMPAIGN COUNTY, an Illinois Not-For-Profit Organization (hereinafter “**DEVELOPER**”).

WITNESSETH

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

WHEREAS, the Urbana HOME Consortium, CFDA #14.239, has received HOME Program funds from HUD for the period beginning **July 1, 2023**, and ending **June 30, 2024** to increase affordable housing opportunities for low-income residents of Urbana, Champaign, and unincorporated Champaign County; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 2020-2024 (hereinafter the “Consolidated Plan”) and the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2023-2024, which budgets Urbana HOME Consortium funds, including a fifteen percent set-aside for use by Community Housing Development Organizations (hereinafter “CHDOs”) in accordance with an Intergovernmental Agreement Concerning Administration of a Champaign/ Urbana/ Champaign County HOME Investment Partnerships Consortium executed by Mayor Tod Satterthwaite on behalf of the City on July 16, 2003 (hereinafter the “Intergovernmental Agreement”); and

WHEREAS, the GRANTOR, as the administrator of a HOME Program, has authority under the provisions of the HOME Program to provide financial assistance for the development of an affordable homeownership program; and

WHEREAS, DEVELOPER has applied to the GRANTOR for Urbana HOME Consortium funding for development assistance to provide financial assistance to families participating in DEVELOPER’S Affordable Homeownership Program, for sale to very low-income and low-income households (hereinafter the “Project”); and

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

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

WHEREAS, DEVELOPER desires to serve as a project developer of an Affordable Homeownership Program (hereinafter the “PROGRAM”) within the City of Champaign, the City of Urbana, and unincorporated Champaign County; and

WHEREAS, the GRANTOR has determined that the PROGRAM is eligible for funding under the HOME Program; and

WHEREAS, the GRANTOR has determined that the DEVELOPER has the ability to provide the required private matching funding to cover the cost of the PROGRAM; and

WHEREAS, the DEVELOPER has been fully informed regarding all requirements or obligations that must be met by DEVELOPER in order to utilize HOME Program funds for the PROGRAM, including but not limited to, the requirement that the assisted housing units must remain affordable to low-income households for a period of ten (10) or more years, in accordance with 24 CFR Part 92, Sections 203, 251-253; and

WHEREAS, the DEVELOPER, having been fully informed regarding the requirements of the HOME Program, is committed to starting the PROGRAM with the assistance of HOME Program funds on or before **March 1, 2024** and has made necessary arrangements to provide any required matching private contribution towards the cost of said PROGRAM.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE I: HOME REQUIREMENTS

Section 1: Use of HOME CHDO Funds

The GRANTOR agrees to provide the DEVELOPER an amount not to exceed **\$125,000 (Urbana HOME Consortium CHDO)** from its Federal HOME allocations to be used primarily for development subsidy as well as providing down payment assistance to low- to moderate-income households for homeownership opportunities. The DEVELOPER shall use the Funds in accordance with the HOME program guidelines outlined in 24 CFR Part 92 in carrying out the PROGRAM in the manner as described below:

- a.) The DEVELOPER may only request HOME funds to be used for down payment assistance in combination with the development of a property wherein a development subsidy is being provided as part of an eligible CHDO project.

- b.) The DEVELOPER shall comply with the PROGRAM MANUAL prior to commitment of any work pursuant to this agreement. DEVELOPER shall provide GRANTOR a copy of its PROGRAM MANUAL in accordance with the HOME Program regulations for approval by Urbana City staff. The DEVELOPER shall provide the GRANTOR with the budget and financial projection for each home from the preliminary budget for the construction of each of house as provided in “Attachment 3” or in a similar document format as approved by the GRANTOR.
- c.) The DEVELOPER shall own or purchase the real property for the Project in the following locations: **1210 W Dublin Street, Urbana, IL; 511 W Beardsley Avenue, Champaign, IL; 313 Edgebrook Drive, Champaign, I; 1010 W Maple Street, Champaign, IL.**
- d.) The DEVELOPER shall complete the Affordable Homeownership Program in accordance with the homebuyer contract provisions as described in the PROGRAM MANUAL approved by Consortium staff, by reference made a part hereof.
- e.) The DEVELOPER shall incorporate the sample documents for the PROGRAM as part of the PROGRAM MANUAL, which is to be submitted to Urbana City staff prior to commitment of funds.

Section 2: Affordability

The DEVELOPER shall comply with all income determinations and affordability requirements of the HOME Program as set forth in HUD Regulations 24 CFR 92.203 or 92.254, as applicable. The DEVELOPER shall determine each family’s income eligibility by determining the family’s annual income in accordance with the Part 5 (Section 8) methodology allowed in 24 CFR 92.203. The DEVELOPER is not required to re-examine the family’s income at the time the HOME assistance is provided, unless more than six (6) months have elapsed since the DEVELOPER determined that the family qualified as income eligible.

The maximum purchase price shall not exceed **\$274,457**, which is 95% of the median purchase price of new housing for the metropolitan area as defined by the Single Family Mortgage Limits under Section 203(b) of the National Housing Act. The project shall be single-family housing, which includes one (1) to four (4) family residence or condominium unit. For rehabilitation activities, the maximum purchase price shall not exceed **\$142,405**, which is 95% of the median purchase price of existing housing for the metropolitan area as defined by the Single Family Mortgage Limits under Section 203(b) of the National Housing Act. The project shall be single-family housing, which includes one (1) to four (4) family residence or condominium unit.

The HOME-assisted housing shall be the principal residence of the qualified income eligible homebuyer from the date of initial occupancy (loan closing for purchase of the property) and shall remain the principal residence of the family for a period of ten years from the date of project completion (the Affordability Period). For purposes of this AGREEMENT, project completion means that all necessary title transfer requirements to the DEVELOPER have been performed; construction has been completed; the project complies with the requirements of 24 CFR Part 92 (including the property standards under 24 CFR 92.251); the final drawdown has been disbursed for the project; the DEVELOPER has submitted all necessary demographic and financial information to the GRANTEE in the form of the Activity Completion Report provided

in “Attachment 5”; and the project completion information has been entered in the integrated disbursement and information system (IDIS) established by HUD.

The affordability requirements as listed in Section 24 CFR 92.254(a) (4) apply without regard to the term of any loan or mortgage or the transfer of ownership. The affordability requirements shall be imposed by deed restrictions, covenants running with the land or other mechanism approved by HUD, except that the affordability restrictions may terminate upon foreclosure or transfer in lieu of foreclosure. Said restrictions shall include that the GRANTOR may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure or deed in lieu of foreclosure to preserve affordability.

Affordability Period

For allotted time period following project completion (hereinafter referred to “the Affordability Period”), the following restrictions shall apply. The DEVELOPER agrees to assist the GRANTOR in restricting the use of the property by recording a Mortgage, and Note (hereinafter the “DOCUMENTS”) in form and with the same content as that executed under even date herewith. DOCUMENTS shall be identical in substantial form as the forms in “Attachment 4” attached hereto and by reference made a part hereof.

In the event the housing does not continue to be the principal residence of the family for the duration of the Affordability Period, the GRANTOR shall recapture a portion of the HOME Program assistance provided to the homebuyers in accordance with the terms and conditions provided in the loan agreement and note. The HOME Program funds provided under this AGREEMENT will be recaptured in accordance with 24 CFR 92.254(a)(5)(ii) and shall be repaid to the GRANTOR, recorded as CONSORTIUM program income in accordance with 24 CFR 92.503, and used in accordance with the requirements of the HOME Program.

Should the DEVELOPER sell or transfer ownership of property assisted with HOME funds to a homeowner who does not meet the income eligibility of the HOME program, DEVELOPER shall reimburse the CONSORTIUM the amount of HOME funds disbursed on the project by the CONSORTIUM. The CONSORTIUM shall deposit said funds in the local HOME Trust Account to be utilized for other affordable housing activities at the discretion of the CONSORTIUM.

Section 3: HOME Project Requirements

Project Requirements:

The GRANTOR shall provide HOME funds not to exceed **\$125,000** in accordance with 24 CFR 92.205(b) for eligible costs as described in 24 CFR 92.206 and 92.207. HOME Program funds will be disbursed on behalf of the DEVELOPER under the following terms and conditions;

HOME funds provided by the DEVELOPER to the eligible homebuyer as down payment assistance shall be in the form of a **Forgivable Loan** at 0% interest.

DEVELOPER shall comply with all HOME project requirements in subpart F of 24 CFR Part 92, including 92.250: Maximum per-unit subsidy amount and layering, which stipulates that the amount of HOME funds that a grantee may invest in affordable housing on a per-unit basis may not exceed the per-unit dollar limits established by HUD under Section 221.514(b)(1) and (c) of this title for elevator-type projects, involving nonprofit mortgagors, insured under Section 221(d)(3) of the National Housing Act that apply to the area in which the housing is located.

The GRANTOR and DEVELOPER agree that the DOCUMENTS will be executed between the GRANTOR and the HOMEBUYER at the initial purchase closing for any housing unit receiving funds under the PROGRAM pursuant to this AGREEMENT. The DOCUMENTS shall include language to ensure that the affordability period will be honored through the duration of this AGREEMENT and include provision for recapture of the HOME Program funds invested in the housing unit. GRANTOR staff will prepare these DOCUMENTS and the GRANTOR will pay recording fees for the DOCUMENTS.

This period of affordability shall commence the date that all necessary project information is provided to HUD via HUD's Integrated Disbursement and Information System (IDIS). GRANTOR agrees to enter all information provided into IDIS within 30 days of receipt. Should the PROJECT be modified after initial commencement date of the Affordability Period, a new Affordability Period may be re-structured.

The terms of the recapture provision will be such that they reflect the HUD provisions in the HOME Final Rule 24 CFR 92.254. Details of a recapture provision will be provided in the DOCUMENTS. Failure to ensure that the DOCUMENTS are executed at the initial purchase closing will result in withholding HOME Program funds until said item is addressed. DEVELOPER also agrees to reference these required DOCUMENTS in each of their PROGRAM Agreements with the Homebuyers.

List of Documents

The following documents are included as "Attachment 4- Affordable Homeownership Program Sample Documents," have been added to or made a part hereof by reference:

Mortgage
Note

Section 4: Property Standards

The DEVELOPER agrees that all housing purchased with HOME Funds shall meet the property standards, as established by the GRANTOR, as well as all applicable State and local construction codes, rehabilitation standards, and zoning ordinances at the time of project completion.

DEVELOPER will provide homebuyers with a "walk-through" of the house and explain all maintenance concerns that are necessary to ensure the house remains in good repair and provide a bound document that includes information on all aspects of the home, including but not limited to architectural drawings, home warranty, appliance warranty, etc.

DEVELOPER agrees to conduct rehabilitation activities in compliance with the most recent version of the Urbana HOME Consortium Property Rehabilitation Standards. This document stipulates that, among other regulations, repairs made to owner-occupied structures as a part of a rehabilitation activity shall have a life expectancy of at least five (5) years with a goal life expectancy of fifteen (15) years.

Section 5: Other Program Requirements

A. Affirmative Marketing of Vacant Units

DEVELOPER must adopt an affirmative marketing policy and procedure acceptable to HUD for homebuyers of newly renovated/constructed houses per 24 CFR 92.351. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status or disability. The affirmative marketing requirements and procedures adopted must include:

1. Methods for informing the public, owners, and potential tenants about Federal fair housing laws and the CONSORTIUM’s affirmative marketing policy.
2. Requirements and practices DEVELOPER must adhere to in order to carry out the affirmative marketing procedures and requirements.
3. Procedures to be used by DEVELOPER to inform and solicit applications from persons, in the housing market area, who are not likely to apply for the housing without special outreach.
4. Records that will be kept describing actions taken by DEVELOPER to affirmatively market units and records to assess the results of these actions.
5. A description of how the DEVELOPER will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

B. Non-discrimination and Equal Opportunity

DEVELOPER agrees that there shall be no discrimination against any person who is employed in carrying out the PROGRAM, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Federal, State, County or local laws, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. DEVELOPER further agrees to the following:

1. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the GRANTOR and HUD.
2. It shall furnish the GRANTOR and HUD with information as they may require for the supervision of such compliance and will otherwise assist the GRANTOR and HUD in the discharge of primary responsibility for securing compliance.

3. It shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the GRANTOR, or HUD.
4. It shall abide by the Human Rights Ordinance as set forth in Chapter 12 of the Urbana Code of Ordinances.

C. Displacement, Relocation and Acquisition

If applicable, DEVELOPER agrees to assist the GRANTOR to provide relocation assistance to persons temporarily relocated or permanently displaced at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C.4201 to 4655) and 49 CFR, Part 24 and Section 104(d) of the Housing and Community Development Act, as applicable.

D. Labor and Contracting Requirements

PROJECT DEVELOPER and its contractors and subcontractors shall comply with the Davis-Bacon Act (40 U.S.C. 276a-276a-5) with regard to all its requirements including wage rates paid pursuant to or as a result of this AGREEMENT. Any 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. 327-332).

E. Disbarment & Suspension

The DEVELOPER 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 DEVELOPER shall establish procedures to ensure they do not make any award to grantees and subgrantees (including contractors) at any tier in violation of the non-procurement debarment and suspension common rule. **The DEVELOPER 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 Non procurement programs (“List”).** The DEVELOPER may request assistance from the GRANTOR to access the List and document results.

F. Conflict of Interest

The DEVELOPER guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from the same. The DEVELOPER agrees that no members of the governing body of the locality in which the DEVELOPER 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, shall 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 U.S. Department and Housing and Urban Development (“HUD”), DEVELOPER agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of the DEVELOPER and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME 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 there under, 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 GRANTOR, no DEVELOPER, or officer, employee, agent or consultant of the DEVELOPER, may occupy a HOME-assisted affordable housing unit in a project.

G. Air and Water

The DEVELOPER agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

Section 6: Records and Reports

A. Records

DEVELOPER authorizes the GRANTOR and HUD to conduct on-site reviews, examine personnel records, and to conduct any other procedure or practice necessary to assure compliance with this AGREEMENT and applicable HUD regulations. DEVELOPER will ensure that all documents related to this Project shall be kept for a period of five (5) years after project's affordability period has been completed (estimated at 2039). Records to be retained include, but are not limited to timesheets; receipts and invoices for materials, supplies, and services; and documentation used to request re-imbusement of expenses.

DEVELOPER shall maintain such records and accounts, including program records, project records; financial records; program administration records; equal opportunity and fair housing records; affirmative marketing and MBE/WBE records; records demonstrating compliance with the income determination and requirements of 24 CFR 92.203; record keeping requirements of 24 CFR 92.508; 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; records supporting exceptions to the conflict of interest prohibition pursuant to 24 CFR 92.356; debarment and suspension certifications required by 24 CFR parts 24 and 91; and any other records as are deemed necessary by the GRANTOR to assure a proper accounting and monitoring of all HOME Funds. In the event the GRANTOR determines that such records are not being adequately maintained by DEVELOPER, the GRANTOR may cancel this AGREEMENT in accordance with Article I Section 7 and Article II herein.

With respect to all matters covered by this AGREEMENT, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the GRANTOR, HUD, representatives of the Comptroller General of the United States or other Federal agency may require. DEVELOPER will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this AGREEMENT. The GRANTOR'S right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State or Federal.

The DEVELOPER shall retain all records and supporting documentation applicable to this AGREEMENT for the most recent five (5) year period, except as provided below:

- (a) For homeownership housing projects, records shall be retained for ten (10) years after the project completion date, except for documents imposing recapture provisions, which must be retained for five (5) years after the affordability period terminates.
- (b) Written agreements must be retained for five (5) years after the AGREEMENT terminates.
- (c) 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.

B. Reports

The Developer must submit quarterly reports no more than ten (10) days after the end of each quarter. The following table lists the end of the quarter and the corresponding quarterly report due date:

Quarter	Period	Quarterly Report Due Date
1st	January 1 – March 31	April 10
2nd	April 1 – June 30	July 10
3rd	July 1 – September 30	October 10
4th	October 1 – December 31	January 10
5th	January 1 – March 31	April 10
6th	April 1 – June 30	July 10
7th	July 1 – September 30	October 10
8th	October 1 – December 31	January 10

The quarterly reports shall be submitted by the DEVELOPER quarterly until the final house has been constructed and transferred to the homebuyer. A sample is attached as “Attachment 5”.

Section 7: Enforcing of Agreement

A default shall consist of any use of HOME Program funds for a purpose other than as authorized by this AGREEMENT, noncompliance with the HOME Program guidelines as outlined in 24 CFR Part 92, any material breach of the AGREEMENT, failure to timely comply with the audit requirements in Article XIII, failure to expend HOME Program funds in a timely manner, or a misrepresentation in the application submission which, if known by GRANTOR and/or HUD, would have resulted in HOME Program funds not being provided. Upon due notice to the DEVELOPER of the occurrence of any such default and the provision of a reasonable opportunity to respond, the GRANTOR may take one or more of the following actions:

- (a) Direct the DEVELOPER 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 the DEVELOPER to 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 DEVELOPER to reimburse the GRANTOR's program accounts in any amount not used in accordance with the requirements of 24 CFR Part 92, et al;
- (f) Suspend disbursement of HOME Program funds for affected activities;
- (g) 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 DEVELOPER of the GRANTOR'S written notice of default. No delay or omission by GRANTOR and/or HUD in exercising any right or remedy available to it under the AGREEMENT shall impair any such right or remedy or constitute a waiver or acquiescence in any DEVELOPER default.

Unless the DEVELOPER'S default is waived, the GRANTOR may, upon twenty-four (24) hour written notice, terminate this AGREEMENT for said default. Waiver by the GRANTOR of DEVELOPER'S default under this AGREEMENT shall not be deemed to be a waiver of any other default nor shall it be termination notice.

Notices required herein, shall be considered received by the DEVELOPER and the GRANTOR if delivered in person, or when deposited in the U.S. Mail, postage prepaid certified mail, return receipt requested.

Section 8: Request for Disbursement of Funds

DEVELOPER shall not request disbursement of HOME Program funds until HOME Program funds are needed to pay eligible costs related to the PROGRAM. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation such as a sales contract, invoice, completed property maintenance inspection report, and performance-progress reports, and settlement statements from HOMEBUYER mortgage closings. The GRANTOR shall make payment to DEVELOPER within fourteen (14) calendar days of receipt of a complete and acceptable request by the GRANTOR. The GRANTOR reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to “Habitat For Humanity of Champaign County”. All monies granted to DEVELOPER pursuant to this AGREEMENT shall be expended by **July 31, 2026**.

Further, no payments shall be released to DEVELOPER prior to the GRANTOR receiving environmental clearance from the Illinois Historic Preservation Agency stating no historical significance has been identified at the properties being developed with HOME Program funds and a flood plain map has been reviewed to prove the property is not located within a floodplain. GRANTOR will be responsible for obtaining the necessary environmental clearance documentation.

Section 9: Duration of Agreement

This AGREEMENT shall be effective as of the date executed by the Mayor and attested by the City Clerk and shall remain in effect until the latest of the following dates or events: **ten (10) years after the closing date of the project in the federal Integrated Disbursement & Information System (IDIS), which is the date that a request to destroy confidential client information will be considered by the City of Urbana**; the date that any ongoing investigation is formally concluded in writing regarding the project described herein by the United States Department of Housing and Urban Development or any of its agents.

Section 10: Conditions for Religious Organizations

The DEVELOPER ensures that HOME Program funds shall not be provided to primarily religious organizations, such as churches, for any activity including secular activities. In addition, HOME Program funds shall not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. However, HOME Program funds may be used by a secular entity to acquire housing from a primarily religious organization, and a primarily religious entity may transfer title to its property to a wholly secular entity and the entity may participate in the HOME Program in accordance with the requirements of this 24 CFR Part 92.257. The entity may be an existing or newly established entity, which may be an entity established by the religious organization. The completed housing project must be used exclusively by the owner entity for secular purposes, available to all persons regardless of religion. In particular, there must be no religious or membership criteria for tenants of the property.

Section 11: Community Housing Development Organization (CHDO Provisions)

CHDO has been certified by the CONSORTIUM and has been found to be in compliance with the composition of a CHDO under the HOME Requirements. The CHDO agrees to maintain their CHDO status for the duration of the AGREEMENT.

CHDO may retain any and all proceeds resulting from this HOME investment. Proceeds are to be used as specified under ARTICLE XIII of this AGREEMENT.

ARTICLE II: COMPLIANCE WITH VISITABILITY STANDARDS

Any residence constructed pursuant to this Agreement within the corporate limits of the City of Urbana and the City of Champaign shall incorporate applicable visitability for the jurisdiction in which the project is located.

ARTICLE III: FINANCIAL RESPONSIBILITY

The allocation of funds by the GRANTOR pursuant to this AGREEMENT shall in no way obligate the GRANTOR for any financial responsibility incurred by the PROGRAM in excess of the funding pledged herein. The GRANTOR reserves the right to withhold pledged funds if the GRANTOR is not satisfied with the DEVELOPER'S compliance with the terms and conditions of performance outlined in this AGREEMENT.

ARTICLE IV: CERTIFICATIONS

DEVELOPER represents the following with respect to this AGREEMENT.

- A. DEVELOPER possesses legal authority to receive HOME Program funds from the GRANTOR and to execute the PROGRAM as described herein.
- B. The governing body of DEVELOPER has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this AGREEMENT including all understandings and assurances contained herein, and directing and designating the authorized representative of DEVELOPER to act in connection with this AGREEMENT and to provide such additional information as may be required.
- C. DEVELOPER, its successors and assigns, agrees to develop and operate the PROJECT in accordance with HOME Program regulations promulgated at 24 CFR Part 92 and with applicable building codes.
- D. DEVELOPER, its successors and assigns, agrees to comply with Section 3 of the Fair Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), hereinafter referred to as "Section 3", which provides that, to the greatest extent feasible, opportunities for training and employment that arise through the PROGRAM shall be given to low-income residents of the Cities of Champaign,

Urbana or Unincorporated Champaign County and that contracts in connection with the PROGRAM be awarded to business concerns located in or owned in substantial part by persons residing in the Cities of Champaign, Urbana or Unincorporated Champaign County. DEVELOPER agrees to comply with provisions of said Section 3 and the regulations as issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of HUD issued there under. DEVELOPER certifies and agrees that it is under no contractual or other disability that would prevent DEVELOPER from complying with these requirements. DEVELOPER'S responsibility to comply with Section 3 regulations includes the following:

1. Including in each subcontract in excess of \$100,000 a requirement that the subcontractor comply with Section 3.
 2. Sending each labor organization or representative of workers with which DEVELOPER has a collective bargaining agreement or other understanding a notice of the DEVELOPER commitment under Section 3.
 3. Posting copies of the notice in conspicuous places at work sites where both employees and applicants for employment positions can see the notice.
 4. Refraining from allowing a subcontractor to postpone filling any vacant employment and training positions after the subcontractor is selected but before the contract with the subcontractor is executed for the purpose of circumventing obligations under Section 3.
 5. Refraining from entering into any contract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of Section 3 regulations.
 6. Directing efforts to award covered contracts to Section 3 business concerns in order of priority.
 7. Directing efforts to employ and train Section 3 residents in the order of priority.
 8. Documenting actions taken to comply with Section 3 requirements.
 9. Submitting required Section 3 reports.
- E. DEVELOPER agrees to give maximum feasible priority to very low-income persons when administering the PROGRAM described herein.
- F. DEVELOPER acknowledges it shall match HOME Program funds disbursed by the GRANTOR and pursuant to this AGREEMENT in the amount of \$31,250 in non-federal funds as defined in 24 CFR Part 92.220.
- G. DEVELOPER shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of Federal funds for the PROGRAM. DEVELOPER agrees to maintain financial records in accordance with applicable Federal guidelines; these include but are not limited to, the regulations stipulated at 2 CFR 200 and further elaborated upon in Attachment 9.

- H. DEVELOPER shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which DEVELOPER receives federal financial assistance.
- I. DEVELOPER shall comply with Executive Order 11246, and all regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
- J. DEVELOPER shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- K. No Federal appropriated funds have been paid or will be paid, by or on behalf of DEVELOPER, to any person for influencing or attempting to influence an officer or employee of any agency including the GRANTOR, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the GRANTOR, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, DEVELOPER will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- L. DEVELOPER shall give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the PROGRAM.
- M. DEVELOPER shall at all times observe and comply with all laws, ordinances, or regulations of Federal, State, and local governments which may in any manner affect the performance of this AGREEMENT. DEVELOPER shall be liable to

perform all acts to the GRANTOR in the same manner as the GRANTOR performs these functions to the Federal government.

- N. DEVELOPER shall be responsible for any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, subcontractors, or agents of DEVELOPER, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this PROGRAM, whether such loss, damage, injury, or liability is contributed to by the negligence of the GRANTOR or its officers, employees, or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that DEVELOPER shall have no liability for damages or the costs incident thereto caused by the sole negligence of the GRANTOR, or its officers, employees, or agents.
- O. DEVELOPER shall have full control of the ways and means of performing the services referred to herein. DEVELOPER acknowledges and agrees that its employees, representatives, subcontractors, and agents may in no respect be considered employees of the GRANTOR.
- P. DEVELOPER agrees that, to the greatest extent feasible, all construction-related expenditures made for the PROGRAM shall be made to City of Champaign, Urbana and Unincorporated Champaign County firms or individuals.

ARTICLE V: PROHIBITION AGAINST LOBBYING

PROJECT SPONSOR acknowledges that no funds disbursed pursuant to this Agreement shall be used to finance lobbying activities. Furthermore, PROJECT SPONSOR acknowledges that no PROJECT SPONSOR employee funded in whole or part pursuant to this Agreement shall engage in lobbying activities at any time during the term of this Agreement. For purposes of this Agreement the term "lobbying activities" shall include the following.

- A. Any activity related to the election or appointment of an individual to public office, including, but not limited to, contributions to campaign funds, solicitation in an attempt to influence the outcome of an election for public office, and preparation and dissemination of campaign materials
- B. Sponsorship of candidate forums
- C. Sponsorship of voter registration drives
- D. Provision of transportation to polling places
- E. Contributing financially to elected or appointed public officials in an attempt to influence legislation

- F. Hiring an individual or individuals to represent an organization and/or its position before elected or appointed public officials.

ARTICLE VI: NOTICES

Notices and communications under this AGREEMENT shall be sent first class, prepaid to the respective parties as follows.

TO THE GRANTOR: Grants Division
 Attn: Manager
 400 South Vine Street
 Urbana, Illinois 61801

TO THE DEVELOPER: Habitat for Humanity of Champaign County
 Attn: Executive Director
 119 E. University Ave
 Champaign, IL 61820

ARTICLE VII: CONTINGENCIES

This AGREEMENT, including the provision of funds by the GRANTOR for the PROJECT as described herein, is contingent upon GRANTOR’S receipt of HOME Investment Partnerships Program grant funds from the Department of Housing and Urban Development and the signing of GRANTOR and the DEVELOPER.

ARTICLE VIII: ASSIGNMENT

DEVELOPER shall not assign this AGREEMENT, nor any part thereof, without prior written approval of the GRANTOR.

ARTICLE IX: MODIFICATION

No modification of this AGREEMENT, including modification of the PROGRAM budget in “Attachment 3”, shall be effective unless in writing and executed by the parties hereto.

ARTICLE X: EXECUTION OF AGREEMENT

This AGREEMENT shall be binding upon the GRANTOR and DEVELOPER, their successors and assigns, and shall be effective as of the date executed by the Mayor of Urbana and attested by the City Clerk.

ARTICLE XI: PROJECT PUBLICITY

Any news release or other type of publicity pertaining to the work performed pursuant to this AGREEMENT must recognize GRANTOR as a DEVELOPER, funded by HUD.

ARTICLE XII: MONITORING AND EVALUATING

The GRANTOR shall be responsible for monitoring and/or evaluating all aspects of the services provided by DEVELOPER under this AGREEMENT. The GRANTOR shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the GRANTOR or HUD to accomplish this monitoring and/or evaluation. In order to properly monitor or evaluate the DEVELOPER'S performance under this AGREEMENT, the GRANTOR shall make on-site inspections annually or as often as it deems necessary. Failure by the DEVELOPER to assist the GRANTOR in this effort, including allowing the GRANTOR to conduct the on-site inspections and have access to the DEVELOPER'S records, shall result in the imposition of sanctions as specified in Article I Section 7 herein.

Said evaluation may be accomplished by the GRANTOR through a management evaluation of the services provided under this AGREEMENT during the term of this AGREEMENT.

During the period of affordability, the GRANTOR shall perform on-site inspections to ensure units are the principal residence of the homebuyers and they are maintained to minimum property standards as determined by the code requirements as adopted by the local jurisdiction the Project is located in.

ARTICLE XIII: PROGRAM INCOME

DEVELOPER shall retain any proceeds from the sale of the property in the form of principal and interest on any mortgage issued through the sale, late payment fees, or any other income earned as a result of this PROJECT. Proceeds earned shall be used for expenses related to the furthering of affordable housing in the form of hard and soft costs associated with housing construction, provision of educational services related to homeownership, and operating expenses associated with carrying out affordable housing activities, which includes, but is not limited to: staff salaries, rent and utilities, taxes, marketing, etc. Furthermore, affordable housing initiatives undertaken with the support of proceeds from this PROJECT need not conform to the HOME regulations found at 24 CFR Part 92.

ARTICLE XIV: INDEMNIFICATION

DEVELOPER shall to the fullest extent allowed by law defend, hold harmless and indemnify the GRANTOR from and against any and all liability, injury, loss, claims, damages, costs, attorneys' fees and expenses of whatever kind or nature which the GRANTOR may sustain, suffer or incur or be required to pay by reason of:

- A. The loss of any monies paid to DEVELOPER;

- B. Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted or subcontracted by DEVELOPER;
- C. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of DEVELOPER or any of its contractors, subcontractors, sub-subcontractors, materialmen, suppliers and laborers in the execution or performance of this AGREEMENT; or

The indemnity hereunder shall survive termination of the AGREEMENT. In the event that any action, suit or proceeding is brought against the GRANTOR upon any liability arising out of the AGREEMENT, or any other matter indemnified against, the GRANTOR at once shall give notice in writing thereof to DEVELOPER by registered or certified mail addressed to DEVELOPER. Upon receipt of such notice, DEVELOPER, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the GRANTOR.

GRANTOR:

DEVELOPER:

Diane Wolfe Marlin, Mayor

Signature

Date

Date

Attest

- Attachment 1 - Notice (the State of Illinois Prevailing Wage Act)**
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- Attachment 3- Sample Budget/ Financial Projections per Property**
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Attachment 1

Notice

The Illinois State Prevailing Wage Act (820 ILCS 130/0.01 et seq.) provides in part as follows: "Not less than the general prevailing rate of hourly wages for work of a similar character on public works in the locality in which the work is performed, and not less than the general prevailing rate of hourly wages for a legal, holiday and overtime work, shall be paid to all laborers, workers and mechanics employed by or on behalf of any public body engaged in the construction of public works." (820 ILCS 130/3, quoted in part).

The Act defines a public body as follows: "'Public body' means the state or any officer, board or commissioner of the state or any political subdivision or department thereof, or any institution supported in whole or part by public funds, authorized by law to construct public works . . ." (820 ILCS 130/2, quoted in part).

The Department of Labor has recently applied this provision to a not-for-profit corporation, indicating that it was the opinion of the Department that the not-for-profit, because of its State funding, was considered a public body for the purposes of the Prevailing Wage Act. You are encouraged to contact the Department of Labor for its guidance with respect to whether or not it considers your organization a "public body" under the Act for the purposes of the Prevailing Wage Act. If the Prevailing Wage Act applies, you are required to compensate all workers on the project, including volunteers, for work done on the project.

Since, by the terms of this agreement you are required to follow all local, State and Federal laws, if the State Prevailing Wage Act is applicable to your organization, then you are required to comply with the Act by the terms of this contract."

DEVELOPER: Habitat for Humanity of Champaign County

Signed by: _____

Title: _____ Date: _____

Attachment 2 Program Schedule

HABITAT AFFORDABLE HOMEOWNERSHIP PROGRAM

SCHEDULE OF ACTIVITIES

1210 W Dublin, Urbana – Anticipation of construction initiation by Spring 2024 with completion by late Fall 2024

511 W Beardsley, Champaign – Anticipation of construction initiation by Fall 2024 with completion by Spring 2025

313 Edgebrook, Champaign – Anticipation of construction initiation by Fall 2024 with completion by Spring 2025

1010 W Maple, Champaign – Anticipation of construction initiation by Spring 2024 with completion by Fall 2024.

Attachment 4
Habitat -Affordable Homeownership Program Sample Documents:
Mortgage, and Note

URBANA HOME CONSORTIUM
HOMEBUYER ASSISTANCE
Habitat Affordable Homeownership Program

MORTGAGE

THIS MORTGAGE (“Mortgage”) is given on < Date,
_____, by <Borrower Name> (the
“Borrower”) to the City of Urbana, Illinois, a unit of local
government having its principal offices at 400 South Vine Street,
Urbana, Illinois 61801, acting as the lead entity for the Urbana
HOME Consortium (the “Grantor”). Borrower conditionally owes
the Grantor a maximum amount of _____ **and**
no /100 [\$ _____]. This debt is evidenced by Borrower’s
promissory note (the “Note”) dated the same date as this Mortgage,
a copy of which is attached hereto as Exhibit “A”, which provides
for a ten year (10) term, hereinafter referred to as the “Affordability
Period,” commencing on the date that this activity is marked as
“Complete” on the U.S. Department of Housing and Urban
Development’s Integrated Disbursement and Information System.

This Mortgage secures to the Grantor: (a) all repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums advanced by the Grantor pursuant to paragraph 7 of this Mortgage to protect the security of this Mortgage; and (c) the performance of Borrower’s covenants and agreements under this Mortgage and the Note.

For these purposes, Borrower hereby mortgages, grants and conveys to the Grantor, its successors and assigns, the real property described as:

Legal Description: <INSERT FULL LEGAL DESCRIPTION>;
Common address: < INSERT FULL ADDRESS HERE > ;
PIN: < PARCEL IDENTIFICATION NUMBER >;

located in the County of Champaign, State of Illinois, together with (a) all the improvements now or hereafter erected on the property and all easements, rights and appurtenances thereto; (b) all leases and licenses with respect to the property; (c) all rents, royalties and profits thereof; and (d) all fixtures and equipment now or hereafter in or on the property. All replacements and additions shall also be covered by this Mortgage. The real property referenced above and all of the other property subject to this mortgage is hereinafter referred to collectively in this Mortgage as the “Property”.

Borrower covenants that Borrower is the lawful owner of the Property conveyed by this Mortgage and has the full right and power to mortgage, grant and convey the Property and that the Property is unencumbered, except for the encumbrances of record described in Exhibit "B" hereto acceptable to the Grantor (the "Permitted Encumbrances"). Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any Permitted Encumbrances.

Borrower covenants to the Grantor as follows:

1. **Payment Under the Note.** Borrower agrees to promptly pay when due any amounts required to be paid by the Note.
2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by the Grantor under paragraph 1 will be applied to principal due under the Note.
3. **Charges and Liens.** Borrower will pay all taxes, assessments, charges and fines attributable to the Property which may attain priority over this Mortgage. Borrower will pay these obligations on time directly to the person to whom payment is owed.

Borrower will promptly discharge any lien which may attain priority over this Mortgage unless Borrower: (a) agrees in writing to pay the obligation secured by the lien in a manner acceptable to the Grantor; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which, in the Grantor's opinion, operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to the Grantor subordinating the lien to this Mortgage. If the Grantor determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, the Grantor may give Borrower a notice identifying the lien. Borrower will satisfy the lien or take one or more of the actions set forth above within ten (10) days of the Grantor's giving of such notice.

4. **Hazard Insurance.** Borrower will keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and any other hazards for which the Grantor requires insurance. All policies of insurance hereunder will be from such companies and in such form and amounts as may be satisfactory to the Grantor, will name the Grantor as a loss payee and will include a provision requiring 30 days advance written notice to the Grantor prior to the termination or modification of such policy.

All insurance policies and renewals must be acceptable to the Grantor and must include a standard mortgage clause. The Grantor may hold the policies and renewals and, if the Grantor requires, Borrower will promptly give to the Grantor all receipts of paid premiums and renewal notices. Upon the occurrence of a loss covered by insurance, Borrower will give prompt notice to the insurance carrier and the Grantor. The Grantor may make proof of loss if not made promptly by Borrower.

Insurance proceeds will be applied to restoration or repair of the Property damaged if the Grantor determines that the restoration or repair is economically feasible and the Grantor's

security is not lessened by such restoration or repair. In such event, the Grantor has the right to collect and hold the insurance proceeds and make the proceeds available to Borrower from time to time for the payment of the cost and expense of repair and restoration upon receipt of satisfactory evidence that such cost or expense has been incurred. If the Grantor determines that the restoration or repair is not economically feasible or the Grantor's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not answer within 30 days a notice from the Grantor that the insurance carrier has offered to settle a claim, then the Grantor may settle the claim with the insurance carrier and collect the insurance proceeds from the insurance carrier and may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due.

If under paragraph 19 the Property is acquired by the Grantor, Borrower's right to any insurance policies and all insurance proceeds resulting from damage to the Property prior to the Grantor's acquisition shall pass to the Grantor to the extent of the sums secured by this Mortgage immediately prior to such acquisition.

5. Preservation and Maintenance of Property. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste. Borrower shall cause the Property to comply with all local codes, ordinances, zoning ordinances, the Model Energy Code and the United States Department of Housing and Urban Development's ("HUD") Section 8 Housing Quality Standards, as set forth in Section 370.601 of the Rules.

6. Occupancy and Resale Restrictions. Borrower covenants that during the Affordability Period, the property shall be occupied and maintained as the principal residence of the Borrower.

Any sale or use of the Property for a purpose other than the principal residence of the Borrower within the Affordability Period, shall be considered a default of this agreement, and shall initiate repayment of the loan as required by the Note.

In the event of a foreclosure or deed in lieu of foreclosure relating to any other loan encumbering the Property, the Grantor shall have the right, but not the obligation, to acquire the Property prior to such foreclosure or deed in lieu of foreclosure to preserve the foregoing affordability provisions as provided in 24 CFR Part 92.254 (a)(4) of the Regulations.

7. Protection of the Grantor's Rights in the Property: Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Mortgage or there is a legal proceeding that might significantly affect the Grantor's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then the Grantor may do and pay for whatever is necessary to protect the value of the Property and the Grantor's rights in the Property. The Grantor's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although the Grantor may take action under this paragraph 7, the Grantor does not have to do so. Any amount disbursed by the Grantor under this paragraph 7 shall become additional debt of Borrower secured by this Mortgage.

8. **Inspection.** The Grantor or its agents may make reasonable entries upon and inspections of the Property. The Grantor shall give Borrower notice prior to the time of an inspection specifying reasonable cause for the inspection.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property or for conveyance in lieu of condemnation are hereby assigned and shall be paid to the Grantor and shall be applied to the sums secured by this Mortgage as if the Note had been prepaid on the date the condemnation award is approved, whether or not then due, with any excess paid to Borrower. If the Property is abandoned by Borrower or if, after notice by the Grantor to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to the Grantor within 30 days after the date the notice is given, the Grantor is authorized to accept such award or settlement and to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due.

10. **Borrower Not Released; Forbearance Not a Waiver.** Extension of the time for payment or modification of payment of the sums secured by this Mortgage granted by the Grantor to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. The Grantor shall not be required to commence proceedings against any successor in interest and may refuse to extend time for payment or otherwise modify payment of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by the Grantor in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound.** The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of the Grantor and Borrower and shall be covenants running with, binding and burdening the Property, subject to the provisions of paragraphs 17 and 21.

12. **Loan Charges.** If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. The Grantor may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note. Notwithstanding anything to the contrary set forth in this paragraph 12, no interest or prepayment charge is payable under the Note.

13. **Legislation Affecting the Grantor's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Mortgage unenforceable according to its terms, the Grantor, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by

paragraph 19. If the Grantor exercises this option, the Grantor shall take the steps specified in paragraph 19.

14. **Notices**. Any notices, demand, request or other communication that any party may desire or may be required to give to any other party hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) overnight courier; or (b) registered or certified United States mail, postage prepaid, return receipt requested.

The Borrower:

<Borrower name>

<Address >

<Contact Number>

The Grantor:

Urbana HOME Consortium

C/O City of Urbana – Administrative Agent

ATTN: Grants Management Division Manager

400 S. Vine Street

Urbana, IL 61801

217-384-2447

Such addresses may be changed by notice to the other party given in the same manner as herein provided. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

15. **Governing Law; Severability**. This Mortgage shall be governed by the laws of the State of Illinois (without giving effect to Illinois choice of law principles). In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or Note, as the case may be, which can be given effect without the conflicting provision. To this end, the provisions of this Mortgage and the Note are declared to be severable.

16. **Borrower's Copy**. Borrower shall be given one conformed copy of the Note and this Mortgage.

17. **Transfer of the Property or a Beneficial Interest in Borrower**. In the event of (a) a default by Borrower, beyond any applicable cure period, of its obligations under the Note or this Mortgage, or (b) a sale, conveyance or other transfer of the Property for consideration, excluding, however, if Borrower are individuals, any sale, conveyance or transfer to a spouse upon a dissolution of marriage, or to a surviving spouse upon the death of a Borrower, then Borrower shall repay to the Grantor the Loan, or such portion of the Loan as may be due and payable under the terms of the Note.

Upon the occurrence of either of the foregoing events, the Grantor shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is given within which Borrower must pay all sums required by this paragraph 17. If Borrower fails to pay these sums prior to the expiration of this period, the Grantor may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower will have the right to have enforcement of this Mortgage discontinued at any time prior to the earlier of: (a) five (5) days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Mortgage; or (b) entry of a judgment enforcing this Mortgage. Those conditions are that Borrower: (w) pays the Grantor all sums which then would be due under this Mortgage and the Note had no acceleration occurred; (x) cures any default of any other covenants or agreements; (y) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees; and (z) takes such action as the Grantor may reasonably require to assure that the lien of this Mortgage, the Grantor's rights in the Property and Borrower's obligations to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Borrower, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

19. **Acceleration; Remedies.** Prior to any acceleration of the amounts owed to the Grantor under the Note or this Mortgage (other than an acceleration under paragraphs 13 and 17 unless applicable law provides otherwise) the Grantor shall give notice to Borrower following Borrower's breach of any covenant or agreement in this Mortgage (the "Default"). The notice shall specify: (a) the Default; (b) the action required to cure the Default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the Default must be cured; and (d) that failure to cure the Default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert, in the foreclosure proceeding, the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the Default is not cured on or before the date specified in the notice, the Grantor at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. The Grantor shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence, and such sums shall be immediately due and payable and shall be secured by this Mortgage. Upon any sale of the Property made by virtue of judicial proceedings or a decree of foreclosure and sale, the Grantor may bid for and acquire the Property and in lieu of paying cash therefore may make settlement for the purchase price by crediting upon Borrower's indebtedness secured by this Mortgage, the sale price, after first deducting from the sale price the expenses of the sale and the cost of the foreclosure. The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority: first, on account of all costs and expenses of the foreclosure proceedings; second, to repayment of the indebtedness of Borrower secured by this Mortgage; and third, any excess to Borrower, its successors and assigns.

20. **Possession.** Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, the Grantor (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by the Grantor or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not

limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

21. **Release.** Upon the expiration of the Affordability Period, the Grantor shall release this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.

22. **Waiver of Homestead.** Borrower waives all right of Homestead Exemption in the Property, as described in 735 ILCS 5/12-901. The Borrower reserves the right, however, to seek a reduced assessment based on Homestead under 30 ILCS 200/16-80.

23. **Filing and Recording Fees.** Borrower shall pay all title insurance premiums, escrow charges, filing, registration or recording fees, and all expenses incident to the execution and acknowledgement of this Mortgage and all federal, state, county and municipal taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery and performance of this Mortgage.

By signing below, Borrower accepts and agrees to be bound by the terms and covenants in this Mortgage.

Borrower – < Name >

Approved:

City of Urbana, IL

Habitat for Humanity

STATE OF ILLINOIS)
) ss.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that < Borrower Name > personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, _____

Notary Public

EXHIBIT “A” (to mortgage)

PROMISSORY NOTE

U.S. \$ _____

FOR VALUE RECEIVED, the undersigned, <Borrower Name >, (“Borrower”) covenants and promise(s) to pay to the order of the City of Urbana (the “Payee”), a unit of local government, the principal sum of _____ and 00/100 Dollars (\$ _____), with interest in the amount of zero percent (0%) (“HOME Investment”).

If, during the Affordability Period, as defined in the Mortgage, the subject property is sold, then the City shall receive a portion of the Deferred Loan (as herein below as outlined) from the Net Proceeds. The portion of Deferred Loan received by the City from the Net Proceeds is based upon the proration of the remaining years of the HOME Affordability Period at the time of a sale, conveyance or other transfer of the Residence, excluding those Permitted Transfers described in clause ii. The table below describes the portion of the Deferred Loan the City will receive from the Net Proceeds.

Sale occurs within:	1 st Year of 10 Year Period	2 nd Year of 10 Year Period	3 rd Year of 10 Year Period	4 th Year of 10 Year Period	5 th Year of 10 Year Period
Portion of Grant Received	90% (<i>Max Amount to be recaptured: \$xxx</i>)	80% (<i>Max. Amount to be Recaptured: \$xxx</i>)	70% (<i>Max. Amount to be Recaptured: \$xxx</i>)	60% (<i>Max. Amount to be Recaptured: \$xxx</i>)	50% (<i>Max. Amount to be Recaptured: \$xxx</i>)

Sale occurs within:	6 th Year of 10 Year Period	7 th Year of 10 Year Period	8 th Year of 10 Year Period	9 th Year of 10 Year Period	Year of 10 Year Period
Portion of Grant Received	40% (<i>Max Amount to be recaptured: \$xxx</i>)	30% (<i>Max. Amount to be Recaptured: \$xxx</i>)	20% (<i>Max. Amount to be Recaptured: \$xxx</i>)	10% (<i>Max. Amount to be Recaptured: \$xxx</i>)	0% (<i>Max. Amount to be Recaptured: \$xxx</i>)

For the purposes of this Note, the net proceeds are defined as the sale price minus:

- (a) (Sale in other than foreclosure proceeding) the amount of the loan repayment, other than the HOME Investment, the verified cost of any capital improvements made by the Borrower since purchase and reasonable closing costs, or
- (b) (Sale in foreclosure proceeding) the amount stated to be “surplus funds” as indicated in the “Report of Sale” filed with the Court.

The amount due shall not exceed the total amount of the original HOME investment. The period from the date of this Promissory Note to the date that is ten (10) years after the date of the execution of the sales contract for the property between Buyer and Habitat for Humanity of Champaign County which is _____ is referred to herein as the “Affordability

acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2024.

Notary Public

EXHIBIT “B” (to mortgage)

PERMITTED ENCUMBRANCES:

First mortgage in the amount of \$ <Amount of First Mortgage>__ with < Insert Name of First Mortgage Holder>.

Prepared by and Return to:

City of Urbana -Grants Management Division
Attn: Manager
400 South Vine Street
Urbana, Illinois 61801
(217) 384-2447

Attachment 5
Sample Quarterly Report Required By the Urbana HOME Consortium

Habitat Affordable Homeownership Program

Quarterly Progress Report

Month: _____

Completed By: _____ Date _____

I. Property & Planning

Site Preparation Status:

IN PROGRESS Date: _____

COMPLETE Date: _____

If not complete, explain how this goal is being accomplished: _____

II. Design Documents:

Development Completion Date _____

Review Completion Date _____

Approved By Building Safety Date _____ Permit Issued _____

Have there been changes to the design documents? _____

III. Homebuyer Outreach

Outreach: List the agencies and/or activities which you have undertaken this month toward the goal of identifying homebuyers: _____

Potential Homebuyers Identified: _____

Income Verification Process For Potential Homebuyer

In Progress _____

Not Approved _____ Reason _____

Approved _____ Income at ____%MFI

Approval by Financial Institution Lender

In Progress _____

Not Approved _____ Reason _____

Approved _____

IV. Contractor/Construction

Bidding Process:

Trade	BID ANNOUNCED	# BIDS RECEIVED	BIDS OPENED/ REVIEWED	BID ACCEPTED	CONTRACT SIGNED

CONTRACTOR	Name Address Phone #	Permit Issued	Start Date	Schedule # days to complete	Status In Progress / Delayed, etc.	Final Inspection	Complete
General							
Foundation/ Concrete							
Structural							
Plumbing							
Electrical							
Mechanical							
Insulation							
Drywall							

V. Overall Project Progress

Is the project proceeding according to the Projected Schedule of Activities submitted? _____

If not, please explain. _____

Is the project staying within the budget established? _____

If not, please explain: _____

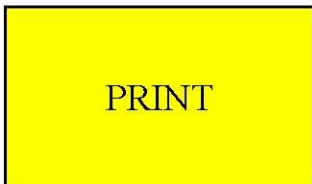
VI. NOTES MISC

Attachment 6
Sample Standard Form –LLL, Disclosure Form to Report Lobbying

Item f.

DISCLOSURE OF LOBBYING ACTIVITIES Approved by OMB Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046 (See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Attachment 7

HOMEBUYER PROGRAM AGREEMENT

THIS HOMEBUYER PROGRAM AGREEMENT (“Agreement”), made as of this ____th day of _____, 20__, by and between _____ (“Owner”), who will purchase and will reside at _____ Property I.D. _____ (“Residence”), and the City of Urbana, Illinois, an Illinois unit of local government (“City”), having its principal offices at 400 S. Vine Street, Urbana, Illinois 61801.

WITNESSETH

WHEREAS, the City is a recipient of funds from the United States Department of Housing and Urban Development (“HUD”), as administrator of the HOME Investment Partnerships Program (“HOME Program”) pursuant to which HUD has agreed to make a Deferred Loan to the City, the proceeds of which are to be used to make forgivable Deferred Loans (individually, a “Deferred Loan”) to Eligible Homebuyers (as hereinafter defined) for the acquisition of Eligible Residences (as hereinafter defined) under the City’s Homebuyer Program (“Program”); and

WHEREAS, the Owner will be the owner of the fee simple title to the Residence and have applied to the City for a Deferred Loan in connection with the acquisition of the Residence (“Project”); and

WHEREAS, it is a condition of the making of the Deferred Loan that the Owner enter into and be bound by this Agreement.

In consideration of the recitals set forth above and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS**. The foregoing recitals are made a part of this Agreement.
2. **GENERAL CONDITIONS**. This Agreement and the Deferred Loan shall be subject to the terms and conditions of the HOME Investment Partnership Act, Code of Federal Regulations Title 24, Volume 1 [24CFR92.1 *et seq.*].
3. **OWNER REPRESENTATIONS AND WARRANTIES**. The Owner represents and warrants to the City as follows:
 - a. The Owner’s household has a gross annual income, as adjusted for family size, that is less than or equal to eighty percent (80%) of the median income for the metropolitan statistical area or county in which the Residence is located, as determined by HUD.
 - b. The Owner will hold fee simple title to the Project.
 - c. The Project will be the principal residence of the Owner, as defined by the United States Department of the Treasury, Internal Revenue Service (IRS) regarding the term “main home.”

- d. The Owner shall escrow property taxes and homeowners insurance.
 - e. The Owner will occupy the Project as his principal residence within 30 days after the Deferred Loan is provided.
 - f. Deferred Loan proceeds shall be used to pay only Eligible Costs (as that term is defined in Code of Federal Regulations Title 24, Volume 1 Section 92.205) in the form of downpayment assistance.
 - g. The Owner will adhere to the provisions of the Agreement for the duration of the HOME Affordability Period (as hereinafter defined).
4. **TERMS AND CONDITIONS OF THE DEFERRED LOAN.** The Deferred Loan shall be subject to the following terms and conditions:
- a. **Amount and Interest.** The Deferred Loan shall be in the amount of _____ and 00/100 Dollars (\$ _____), shall bear no interest and be used by the Owner for the Project in form of downpayment assistance.
 - i. The purchase price of the Residence and any improvements purchased in connection therewith, including any attached items such as carpeting, curtain rods and light fixtures, but exclusive of any settlement or financing costs or any amount paid for property which is not real property or a fixture, is \$ _____. The Owner is not purchasing any unattached items from the Seller in connection with the purchase of the Residence, unless identified in Exhibit A attached hereto if necessary.
 - ii. The property value of the Residence, per appraisal dated _____, is \$ _____.
 - iii. The total purchase price, listed in clause i. and the appraised value, listed in clause ii., is less than 95 percent of the area median purchase price as established by the maximum Property Value Limit of **\$199,500** for a one-family dwelling, as established annually by HUD.
 - b. **Term and Security.**
 - i. For the purposes of this Agreement, the “HOME Affordability Period” shall mean ten (10 years from _____; the date the Project is identified as “completed” in HUD’s Integrated Disbursement Information System.
 - ii. The term “Eligible Properties” shall mean single-family residential detached and attached Residences located within the corporate boundaries of the City.
 - c. **Recapture Provisions.** The City has adopted a Recapture Policy based upon the guidance found in Code of Federal Regulations Title 24, Section 92.254.
 - i. The Owner agrees, among other things, within the HOME Affordability Period, to notify the City of any proposed sale of the Residence.
 - ii. In the event of a sale, conveyance or other transfer of the Residence excluding any one or more of the following (each, a “Permitted Transfer”): any sale, conveyance or transfer (A) to a spouse upon a dissolution of marriage, (B) to the surviving spouse upon the death of a joint tenant Owner, (C) by will, or (D) upon foreclosure or deed in lieu of foreclosure, provided however that there are no Net Proceeds (as hereinafter defined) from the foreclosure or deed in lieu of foreclosure or that the City has received all or a portion of the Deferred Loan from the Net Proceeds (as herein below as outlined) from the foreclosure or deed in lieu of foreclosure, then the City shall receive a portion of the Deferred Loan (as herein below as outlined) from the Net Proceeds.
 - iii. The portion of Deferred Loan received by the City from the Net Proceeds is based upon the proration of the remaining years of the HOME Affordability Period at the time of a sale, conveyance or other transfer of the Residence, excluding those

Permitted Transfers described in clause ii. The table below describes the portion of the Deferred Loan the City will receive from the Net Proceeds.

Sale occurs within:	1 st Year of 10 Year Period	2 nd Year of 10 Year Period	3 rd Year of 10 Year Period	4 th Year of 10 Year Period	5 th Year of 10 Year Period
Portion of Grant Received	90% (<i>Max Amount to be recaptured: \$xxx</i>)	80% (<i>Max. Amount to be Recaptured: \$xxx</i>)	70% (<i>Max. Amount to be Recaptured: \$xxx</i>)	60% (<i>Max. Amount to be Recaptured: \$xxx</i>)	50% (<i>Max. Amount to be Recaptured: \$xxx</i>)

Sale occurs within:	6 th Year of 10 Year Period	7 th Year of 10 Year Period	8 th Year of 10 Year Period	9 th Year of 10 Year Period	Year of 10 Year Period
Portion of Grant Received	40% (<i>Max Amount to be recaptured: \$xxx</i>)	30% (<i>Max. Amount to be Recaptured: \$xxx</i>)	20% (<i>Max. Amount to be Recaptured: \$xxx</i>)	10% (<i>Max. Amount to be Recaptured: \$xxx</i>)	0% (<i>Max. Amount to be Recaptured: \$xxx</i>)

- iv. For the purposes of this Agreement, “Net Proceeds” of a sale are an amount equal to the sales price minus the amount of the loan repayment, other than the HOME Investment, and reasonable closing costs; or, in the event of a foreclosure, the amount stated to be “surplus funds” as indicated in the “Report of Sale” filed with the Court.
 - v. The amount due shall not exceed the total amount of the original HOME investment.
 - vi. As used herein, the term “Permitted Refinancing” shall mean a refinancing to lower the interest rate, decrease the loan term or lower the monthly payment of such first mortgage loan, but not a refinancing that increases the outstanding balance of such first mortgage loan, increases the interest rate or by any other means reduces borrower equity in the Residence or increases borrower obligations. Any Permitted Refinancing must be approved by the City, in writing, in advance.
 - vii. If none of the events described in clauses above occurs prior to the expiration of the HOME Affordability Period, or if any sale, conveyance or transfer of the Residence occurs due to a Permitted Transfer, the provisions of the Agreement and corresponding Deferred Loan Documents (as hereinafter defined) shall be forgiven in their entirety.
- d. Residency Status. In accordance with Section 92.254, Title 24 of the Code of Federal Regulations, the Project shall remain the principal residence of the Owner throughout the HOME Affordability Period regardless of the applicable Recapture Provisions of the Residence described in Section c.
- i. The Owner agrees, among other things, within the HOME Affordability Period, regardless of the applicable Recapture Provision of the Residence: to not vacate and then lease the Residence.
 - ii. Notwithstanding clause I, in the event that the Owner should vacate and then lease the Residence within the HOME Affordability Period, the Owner agrees, upon written demand from the City sent to the Owner’s last known address, to re-occupy the Residence within a reasonable time as determined by the City and remain in the Residence until the expiration of the HOME Affordability Period.

- iii. If re-occupancy, described in clause (ii), does not occur the Owner agrees to repay the total amount of the Deferred Loan, as set forth in Section a., to the City. The repayment shall become due and payable upon the City's demand.
 - iv. If none of the events described in clauses above occurs prior to the expiration of the HOME Affordability Period, the provisions of the Agreement and corresponding Deferred Loan Documents (as hereinafter defined) shall be forgiven in their entirety.
 - e. Deferred Loan Documents. Upon the City's approval of the Project, the Owner shall deliver to the City executed copies of the following documents, in the numbers set forth below, and such other documents as the City may require, in its sole discretion, all executed in the manner indicated therein, and in form and substance acceptable to the City (collectively, including this Agreement, "Deferred Loan Documents"):
 - i. Notice of Use Restriction for Residences; and
 - ii. Any and all other documents and showings requested by the City.
 - f. Payment. Any portion of the Deferred Loan required for the Project shall be disbursed at the closing.
 - g. Errors and Omissions/Compliance. The Owner agrees, upon request by the City or its representative, to fully cooperate and adjust for clerical errors, any or all Deferred Loan documents if deemed necessary or desirable in the reasonable discretion of the City.
5. **HOME BUYER PROGRAM REQUIREMENTS**.
- a. Governmental Approvals. The Owner shall obtain or cause to be obtained all Federal, State and local governmental approvals required by law for the Project.
 - b. Compliance with Laws. The Owner shall cause the Project to comply with all Federal, State and local codes, ordinances, zoning ordinances, including but not limited to, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 *et seq.*), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*), the Lead-Based Paint Exposure Reduction Act (15 U.S.C. 2601 *et seq.*), and 24 C.F.R. 35), each as respectively amended from time to time, and the housing quality standards set forth in the Agreement and Program Regulations. The Owner shall cause the Project to remain in compliance not only at time of Deferred Loan assistance, but throughout the HOME Affordability Period.
 - c. Certification of Income. The Owner shall, upon the City's request, certify as to its household income on the form provided by the City. The Owner shall provide such written evidence substantiating the information on such Certification of Income Eligibility as the City may require.
 - d. Certification of Occupancy. Within the HOME Affordability Period, the Owner shall comply with the Annual Certification of Occupancy that is required by the City. The Owner agrees, during the HOME Affordability Period, to sign annually an affidavit certifying that the Residence is still the principal residence of the Owner. The schedule of annual certification shall be provided to the Owner by the City upon closing of the Deferred Loan.
 - e. Inspection. The City shall have the right to inspect the Residence during the course of the Project. The Residence shall pass such inspection as determined by the City's inspector.
 - f. Insurance Proceeds. If the Owner receives insurance proceeds for any damage or destruction to the Residence occurring during the course of the Project, the Owner shall apply such proceeds to the repair of such damage or destruction, if practicable in the City's judgment.
6. **NON-DISCRIMINATION**. The Owner shall require that all contractors comply with all of the provisions of Paragraph 282 of the HOME Act, and all provisions of Federal, State and local laws relating to non-discrimination, as applicable.

7. **CONFLICTS**. Owner shall not enter into any contract or agreement with any party which is directly or indirectly controlling, controlled by or under common control with an employee, agent, consultant, officer or elected or appointed official of the City, or, in some circumstances, business associates or members of the family of such individuals (an “Affiliate”), except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any Affiliate.
8. **RECORDS**. At the request of the City, the Owner shall furnish such reports, records and information in connection with the Project required by the City, and shall give specific answers to questions from the City from time to time relative to the Owner’s income, assets, liabilities, or contracts, all relating to the Project, and the maintenance, occupancy, and physical condition of the Residence.
9. **INDEMNIFICATION**.
- a. The Owner hereby agrees to indemnify the City and the City’s respective officers, agents, employees or servants against and hold them harmless from, liabilities, claims, damages, losses and expenses, including, but not limited to, legal defense costs, attorney’s fees, settlements or judgments, whether by direct suit or from third parties, arising out of the Owner’s performance under this Agreement or the work performed by a contractor in connection with the Project, in any claim or suit brought by a person or third party against the City or the City’s officers, agents, employees or servants.
 - b. If a claim or suit is brought against the City or the City’s respective officers, agents, employees or servants, for which the Owner is responsible pursuant to Paragraph 9(a), the Owner shall defend, at the Owner’s cost and expense, any suit or claim, and shall pay any resulting claims judgments, damages, losses, costs, expenses or settlements against the City or the City’s respective officers, agents, employees or servants.
10. **DEFAULT**. Violation of any of the provisions of this Agreement by the Owner shall be deemed an “Event of Default” hereunder. The City shall give written notice of an Event of Default to the Owner, as provided in Paragraph 12 hereof. If (i) such Event of Default is not corrected to the satisfaction of the City within thirty (30) days after the date such notice is given, or within such further time as the City in its sole discretion permits (but if such Event of Default is of a nature that it cannot be cured within such thirty (30) day period, then so long as the Owner commences to cure within such thirty (30) day period and diligently pursues such cure to completion within a reasonable period not to exceed one hundred twenty (120) days from the date of such notice, it shall not be considered to be an Event of Default), or (ii) if there exists any Default under any other Deferred Loan Document, the City may declare a default under this Agreement (“Default”), effective on the date of such declaration of Default and notice thereof to the Owner, and upon such default the City may:
- a. Terminate this Agreement;
 - b. Exercise any rights it may have under the Deferred Loan Documents; and
 - c. Exercise such other rights or remedies as may be available to the City, at law or in equity.

The City's remedies are cumulative, and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of any other remedy by the City. No waiver of any Event of Default of this Agreement by the City shall be deemed to be a waiver of any other Event of Default or a subsequent Event of Default. If the City fails to exercise, or delays in exercising, any right under this Agreement, such failure or delay shall not be deemed a waiver of such right or any other right.

11. **AMENDMENT.** This Agreement shall not be altered or amended except in a writing signed by the parties hereto.
12. **NOTICES.** Any notice, demand, request or other communication that any party may desire or may be required to give to any other party hereunder shall be given in writing, at the addresses set forth in the preliminary paragraph hereof, by any of the following means: (a) personal service; (b) electronic communication, whether by telegram or telecopier, together with confirmation of transmission; (c) overnight courier; or (d) registered or certified United States mail, postage prepaid, return receipt requested. Such addresses may be changed by notice to the other party given in the same manner as herein provided. Any notice, demand, request or other communication sent pursuant to either subsection 12(a) or 12(b) hereof shall be served and effective upon such personal service or upon dispatch by such electronic means. Any notice, demand, request or other communication sent pursuant to subsection 12(c) shall be served and effective one business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection 12(d) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.
13. **SUCCESSORS.** This Agreement shall bind, and the benefits shall inure to, the parties hereto, their legal representatives, successors in office or interest and assigns, provided that the Owner may not assign this Agreement, its right to the Deferred Loan proceeds or any of its obligations hereunder without the prior written approval of the City.
14. **SURVIVAL OF OBLIGATIONS.** The Owner's obligations, excluding Recapture Provisions described in Section c. and Section d., as set forth in this Agreement, shall survive the disbursement of the Deferred Loan and HOME Affordability Period, and the Owner shall continue to cooperate with the City and furnish any documents, exhibits or showings required.
15. **CONSTRUCTION OF AGREEMENT.**
- a. **Partial Invalidity.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
 - b. **Gender.** The use of the plural in this Agreement shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.
 - c. **Captions.** The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of any provision of the Agreement.
 - d. **Construction.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.
16. **COUNTERPARTS.** This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same agreement.
17. **WAIVER OF JURY TRIAL.** THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROGRAM OR THIS AGREEMENT.

18. **LIABILITY OF CITY.** In no event shall the City be liable to the Owner for consequential or incidental damages, including, without limitation, lost profits, whatever the nature of the breach by the City of its obligations under this agreement or the Deferred Loan Documents or in connection herewith or with the Project, and the Owner waives all claims for consequential and incidental damages and for all damages described in Paragraph 19 below.
19. **FUNDING.** The parties acknowledge that the Deferred Loan is to be funded with monies provided by HUD, and that the City is under no obligation to request such funds for any disbursement of Deferred Loan proceeds unless and until all necessary preconditions to disbursement have been satisfied to the City's satisfaction, and that significant time delays might result from the funding of such monies by HUD. Without limiting the generality of Paragraph 18 above, in no event shall the City be liable to the Owner for any damages whatsoever which might result in whole or in part from any delays in funding any proceeds of the Deferred Loan.

[Signatures on Next Page]

Privacy Act Notice – The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq. and regulations promulgated thereunder at Title 12, Code of Federal Regulations. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.

ATTACHMENT 9: Statement of Special Conditions and Compliance with Uniform Administrative Requirements

The DEVELOPER understands and agrees that it is eligible to receive funds for Project No. **Habitat CHDO Developer PY 2023** pursuant to this agreement.

The following conditions, in addition to those established in the agreement itself, and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this PROJECT, have been set forth and must also be complied with in order for DEVELOPER to receive HOME Program Assistance for Project No. **Habitat CHDO Developer PY 2023**.

1. The DEVELOPER agrees that funds received from the City pursuant to this agreement shall be used to cover project costs. The DEVELOPER shall report semi-annually for periods ending December 31st and June 30th all program income generated by activities carried out with HOME funds made available under this agreement. The DEVELOPER shall manage program income generated during activities permitted under this agreement as per Article XIII of the Habitat CHDO Developer Agreement FY 2022-2023. The DEVELOPER shall follow the program income requirements as outlined in Section 200.307 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule ("Omni Circular").
6. The DEVELOPER agrees to submit semi-annual Progress Reports to the City in an agreed upon format. Progress Reports shall be due December 31st and June 30th. The City shall not process final billing requests for payment until a final Progress Report upon project completion is submitted.
7. The DEVELOPER agrees to maintain financial records in accordance with the applicable federal guidelines outlined in 2 CFR Part 200 and to separately and accurately identify use of HOME Program funds pursuant to this agreement.
8. The DEVELOPER acknowledges and affirms that it has the organizational capacity to adhere to collection and reporting requirements, regarding performance measures, as required by Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule Subpart D, Sections 200.300-200.303. Such performance measures will be decided upon by the DEVELOPER and the City's Housing and Grants Administrator. The DEVELOPER is permitted to demonstrate organizational capacity by various methods, including but not limited to:
 - Use of HUD-approved standard information collections when providing financial and performance information as outlined in 2 CFR Part 200;
 - Providing financial data showing performance accomplishments of the Grant award;
 - Cost information shall be distributed to the City to demonstrate cost effective practices;
 - DEVELOPER shall provide the City with the same information required by the Federal awarding agency under sections 200.301 and 200.210; and
 - All expenditures shall be accounted for, in compliance with requirements under section 200.302, as interpreted by the City.
9. The DEVELOPER agrees to follow either the procurement guidelines set forth in Section 200.320 of the Omni Circular, or the procurement guidelines/standards which the

- DEVELOPER uses during its normal course of business; whichever of the two guidelines is more restrictive. If the procurement methods that the DEVELOPER uses during its normal course of business are more restrictive, those guidelines shall be used, and a copy of those guidelines will be attached to this agreement as Attachment D and will be incorporated into this agreement by reference. If the procurement guidelines set forth in Section 200.320 of the Omni Circular are more restrictive, then the program procurement methods shall be limited to procurement by (a) small purchase procedures; (b) sealed bids; (c) competitive proposals; or (d) noncompetitive proposals, as directed by and outlined in Section 200.320.
10. The DEVELOPER agrees to provide the City's Community Development Services Department with regular reports, and any other reports which the Department may require for compliance under this agreement, including reports on performance measures, as outlined in Section 200.301 of the Omni Circular. The DEVELOPER and the City shall decide upon such performance measures based on the requirements outlined by HUD for the category of eligible activities that the DEVELOPER'S program engages in. The DEVELOPER shall use HUD-approved information collection standards, when providing financial and performance information. The DEVELOPER shall provide financial data, and its relation to performance accomplishments, of the federal award. The DEVELOPER agrees to provide the City with (a) documents pertaining to procedures; (b) copies of all contracts and subcontracts for work financed in whole or in part with assistance provided under this agreement; and (c) (if applicable) regularly updated schedules of program activities.
 11. The DEVELOPER shall obtain written permission from the Grants Management Division Manager or Community Development Director prior to any change in the approved budget or program plans following Omni Circular Section 200.308(C) (increase or decrease) of ten percent (10%) of the line item's budget or \$500, whichever is less, to any account under the DEVELOPER'S line item budget. In order for the City to approve such a request, the DEVELOPER'S written request must contain, at a minimum: (a) the reason and justification for the change; (b) the amounts to be changed; and (c) a description of which line items are affected. Changes made without the City's prior approval may result in non-reimbursement of expenditures from those affected line items.
 12. The DEVELOPER shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any HOME cash advances. The DEVELOPER shall comply with the bonding and insurance requirements of the Omni Circular 200.310 and 200.325, Insurance and Bonding requirements.
 13. The DEVELOPER further agrees to maintain written standards of conduct covering conflicts of interest, as outlined in the Omni Circular Sections 200.318(c)(1) & (2). These standards of conduct will include language stating that no employee, officer, or agent will participate in the selection, award or administration of a contract supported by HOME funds, if that employee, officer or agent has a real or apparent conflict of interest. Conflicts of interest arise if the employee, officer, agent, the immediate family member of such a person, the partner of such a person, or an organization which employs such a person or is about to employ such a person, has any financial or other interest in or may gain a tangible personal benefit from a firm considered for a contract. Such officers, employees or agents of the DEVELOPER may not solicit or accept anything of monetary value from contractors or subcontractors, unless it is an unsolicited gift of nominal value which would in no way influence the recipient to engage in conduct which would amount to a conflict of interests.

The written standards must also include standards of conduct covering organizational conflicts of interest, in which the DEVELOPER may be unable or appears to be unable to be impartial in conducting procurement actions due to relationships between the DEVELOPER and relationships with a parent company, affiliate, or subsidiary organization. The written standards provided by the DEVELOPER will include disciplinary actions to be applied for violations of such standards.

14. As a non-governmental entity, the DEVELOPER shall comply with the regulations, policies, guidelines, requirements and standards of federal guidelines outlined in 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, as specified in this paragraph:

- Subpart B - "General Provisions";
- Subpart C - "Pre-Federal Award Requirements and Contents of Federal Awards," except for Section 200.203, "Notices of funding opportunities," 200.204, "Federal awarding agency review of merit of proposals," 200.205, "Federal awarding agency review of risk posed by applicants," and 200.207, "Specific conditions," which are required only for competitive federal awards;
- Subpart D - "Post Federal Award Requirements Standards for Financial and Program Management," except for:
 - A. Section 200.305, "Payment." The City shall follow the standards contained in 24 CFR 85.20(b)(7) and 85.21 in making payments to the DEVELOPER;
 - B. Section 200.306, "Cost Sharing or Matching";
 - C. Section 200.307, "Program Income." In lieu of paragraph 200.307, the DEVELOPER shall follow HOME program regulations;
 - D. Section 200.308, "Revision of Budget and Program Plans";
 - E. Section 200.311, "Real property." In lieu of 200.311, the DEVELOPER shall follow HOME program regulations;
 - F. 24 CFR 84.34(g) "Equipment." In lieu of the disposition provisions of paragraph 84.34(g), the following applies:
 - i. In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which HOME funds were used to acquire the equipment); and
 - ii. Equipment not needed by the DEVELOPER for HOME activities shall be transferred to the City for the HOME program or shall be retained after compensating the recipient;
 - G. 24 CFR 84.51(b), (c), (d), (e), (f), (g), and (h), "Monitoring the Reporting Program Performance";
 - H. 24 CFR 84.52, "Financial Reporting";
 - I. 24 CFR 84.53(b), "Retention and Access Requirements for Records," applies with the following exceptions:
 - i. The retention period referenced in paragraph 84.53(b) pertaining to individual HOME activities shall be eleven years following grant close out; and
 - ii. The retention period starts from the date of submission of the

annual performance and evaluation report, as prescribed in 24 CFR 91.520 in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

J. 24 CFR 84.61 "Termination".

- Subpart D - "After-the Award Requirements," except for 24 CFR 84.71, "Closeout Procedures."

15. Records maintained by the DEVELOPER pursuant to this agreement shall be available for inspection upon request by the City and HUD.

**Attachment 10:
CITY OF URBANA
INDIRECT HOMEBUYER ASSISTANCE
LAND-USE REGULATORY AGREEMENT**

THIS LAND-USE REGULATORY AGREEMENT (the “Agreement”) is made and entered into as of this ___ day of _____, ____, by and between <Buyer Name> (the “Borrower”), and the City of Urbana, Illinois, a unit of local government having its principal offices at 400 South Vine Street, Urbana, Illinois 61801, as the Lead Entity of the Urbana HOME Consortium (the “Grantor”) as a condition of and in partial consideration for the Borrower’s purchase of the property set forth below and delivery of a deed for that property to the Borrower pursuant to the agreement between the Borrower and Habitat for Humanity of Champaign County on <date property closed in IDIS>

RECITALS

- A. The Grantor receives funds to promote affordable housing from the U.S. Department of Housing and Urban Development (“HUD”) through the HOME Investment Partnerships Program (the “HOME Program”), as authorized by Title II of the National Affordable Housing Act of 1990 (P.L. 101-165) (the “HOME Act”) and the regulations promulgated thereunder and codified at 24 CFR Part 92 (the “HOME Regulations”), as may be amended and supplemented from time to time. All capitalized terms used herein and not otherwise defined shall have the meaning established in the HOME Act and the HOME Regulations.
- B. The Grantor has elected to utilize <amount of HOME funds committed> from the HOME Program to promote homeownership to low-income families through Habitat for Humanity of Champaign County’s (“Habitat”) Affordable Homeownership Program, whereby Habitat acquired property located at <address of unit> more particularly described in Exhibit A (the “Property”) for re-sale to Borrower.
- C. The Grantor has determined that the rights and restrictions granted herein to the Grantor serve the public’s interest in the creation and retention of affordable housing for low-income persons and families in the restriction of whom the Property may be resold to in order to assure the property’s affordability by future low-income purchasers.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **RECITALS.** The foregoing recitals are made a part of this Agreement.
2. **GENERAL CONDITIONS.** This Agreement shall be subject to, and Borrower agrees to comply with the terms and conditions of the HOME Act and Regulations, as amended and supplemented from time to time.
3. **BORROWER CERTIFICATIONS.** The Borrower certifies to the Grantor the following.
 - (a) **Household Income.** At the time of execution of this contract, the Borrower’s family income does not exceed eighty percent (80.0%) of the median family income based upon family size, for Champaign County, Illinois as determined by U.S. Department of Housing and Urban Development (HUD).
4. **RESALE RESTRICTIONS DURING AFFORDABILITY PERIOD.** The Borrower agrees that this Agreement shall restrict the subsequent sale of the Property to a household having income at or below eighty percent (80.0%) of the median family income based upon family size, for Champaign County, Illinois as determined by HUD. This requirement will terminate _____ years from the date of that this activity is marked as “Completed” on HUD’s Integrated Disbursement and Information System.
5. **ACTS REQUIRING GRANTOR’S APPROVAL.** Borrower shall occupy the Property as their principal residence until the conclusion of the affordability period, and not convey or transfer or encumber the Property, or permit the conveyance or transfer of the Property or any part thereof without the written approval from the Grantor.

In order to transfer the Property, the Grantor must document the household income of any new buyer to ensure that the new household’s income is at or below eighty (80.0%) of the median family income based upon family size for Champaign County, Illinois as determined by HUD. Resale of the property will be conducted in the manner stipulated in the 2015-2019 City of Urbana and Urbana HOME Consortium Consolidated Plan and incorporated into this contract as Exhibit B.

6. **PROPERTY TRANSFER.** If Borrower transfers ownership of the Property during the affordability period as defined in Section 4, the Borrower is allowed to receive a fair return of investment in the property. Homeowner investment is defined as the sum of downpayment, capital improvements, and loan principal payments. The sales price may also encompass the increase in the value of owner equity and investment as calculated by the cumulative percentage of change which is calculated by the Housing Price Index (HPI) calculator of the Federal Housing Finance Agency. Resale provisions are subject to the Resale and Recapture Guidelines presented in greater detail in Exhibit B. Costs associated with repairs and maintenance shall not be included as homeowner investment. In this instance, the affordable price by which the property can be sold to a subsequent

buyer results in a monthly housing cost for principal, interest, taxes and insurance of not more than 30% of the gross monthly income for a household below 80% of the area median income for the Champaign County Area.

- (a) Transfer to Low-Income Family. Borrower will be allowed to retain all sales proceeds if the Property is transferred to a low-income family as defined in Section 5 and in the manner stipulated in the 2015-2019 City of Urbana and Urbana HOME Consortium Consolidated Plan.
7. FORECLOSURE. The affordability requirements as stated herein may terminate upon foreclosure or transfer in lieu of foreclosure in accordance with HUD regulations at 24 CFR Part 92.254(a). Said restrictions shall include that Grantor may use purchase options, rights of first refusal or other preemptive rights to purchase the property before foreclosure or deed in lieu of foreclosure to preserve affordability.
8. VIOLATION OF AGREEMENT BY BORROWER. Upon violation of the affordability requirements of this Agreement by the Borrower, Grantor shall give written notice thereof to Borrower. If such violation is not corrected to the satisfaction of Grantor within thirty (30) days after the date such notice is mailed, or within such further time as the Grantor in its sole discretion permits (but if such violation is of a nature that it cannot be cured within such thirty (30) day period, then so long as the Borrower commences to cure within such thirty (30) day period and diligently pursues such cure to completion within a reasonable period not to be considered a violation), Borrower may declare a default under this Agreement, effective on the date of such declaration of default and notice thereof to the Borrower, and upon such default Grantor may:
- (a) Require that the Property be purchased by a household that meets the affordability requirements in Section 4.
- (b) If the Property cannot be purchased by a low-income family as defined in Section 4 or has been purchased by a non-low-income household as defined in Section 4, Grantor requires that the HOME investment as defined in "Recital B" be repaid to the Grantor.
9. TERMS OF AGREEMENT; COVENANTS RUN WITH PROPERTY. The requirements and agreements set forth in this Agreement shall be deemed to run with, bind, and burden the Property and shall be deemed to bind any New Buyer and any other future owners of the Property and the holder of any legal, equitable, or beneficial interest therein for the Affordability Period.
10. INDEMNIFICATION.
- (a) The Borrower shall indemnify the Grantor and the Grantor's officers, agents, employees, or servants against, and hold them harmless from, liabilities, claims, damages, losses, and expenses, including but not limited to, legal defense costs, attorneys' fees, settlements, or judgments, whether by direct suit or from third

parties, arising out of the Borrower’s purchase of the Property in any claim or suit brought by a person or third party against the Grantor or the Grantor’s officers, agents, employees, or servants.

(b) If a claim or suit is brought against the Grantor or the Grantor’s officers, agents, employees, or servants, for which the Borrower is responsible pursuant to Subsection (a) above, the Borrower shall defend, at the Borrower’s cost and expense, any suit or claim, and shall pay resulting claims, judgments, damages, losses, costs expenses, or settlements against the Grantor or the Grantor’s officers, agents, employees, or servants.

- 11. AMENDMENT. This Agreement shall not be altered or amended except in writing and signed by the parties hereto.
- 12. COUNTERPARTS. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same agreement.
- 13. NOTICES. Notices and communications under this Agreement shall be sent first class, prepaid to the respective parties as follows.

TO THE CITY: Grants Management Division
City of Urbana
400 South Vine Street
Urbana, IL 61801

TO: <Borrower Name>
<Borrower Address>

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

BORROWERS:
Customer Name

Signature

GRANTOR:
CITY OF URBANA, ILLINOIS

By: _____
Manager, Grants Management Division

Document Created By:
Grants Division
City of Urbana
400 South Vine Street
Urbana, IL 61801
217-384-2441

Return Document To:
Grants Division
City of Urbana
400 South Vine Street
Urbana, IL 61801
217-384-2441

Exhibit A: Legal Description

Exhibit B: City of Urbana Resale and Recapture Guidelines for HOME Program Activities

RESOLUTION NO. _____

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

(Habitat CHDO Operating PY 2023)

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 Community Housing Development Organization 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 \$26,000 in HOME Program Operating funds, for administration and operating expenses related to the continued operation and agency capacity expansion, between the City of Urbana and Habitat for Humanity of Champaign County, in substantially the same 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, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Diane Wolfe Marlin, Mayor

URBANA HOME CONSORTIUM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION
AGREEMENT

(Habitat CHDO Operating PY 2023)

THIS AGREEMENT, made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the “City”), and **Habitat for Humanity of Champaign County**, a not-for-profit corporation incorporated under the laws of the State of Illinois (hereinafter “**Habitat**”).

WITNESSETH:

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

WHEREAS, the Urbana HOME Consortium, CFDA 14.239, will receive HOME Program funds from HUD for the period beginning **July 1, 2023**, and ending **June 30, 2024**, to increase affordable housing opportunities for low-income residents of Urbana, Champaign, and unincorporated Champaign County; and

WHEREAS, the Urbana City Council has adopted the *City of Urbana and Urbana HOME Consortium FY 2020-2024 Consolidated Plan* (hereinafter the “Consolidated Plan”), and the *City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2023-2024* (hereinafter the “AAPs”) which budgets administrative costs incurred by Community Housing Development Organizations (“CHDOs”) in accordance with an Intergovernmental Agreement Concerning Administration of a Champaign/Urbana/Champaign County HOME Investment Partnerships Consortium executed by Mayor Tod Satterthwaite on behalf of the City on July 16, 2003 (hereinafter the “Intergovernmental Agreement”); and

WHEREAS, the Consolidated Plan encourages the development of non-profit housing development organizations eligible for CHDO status and promotes increasing the capacity for affordable housing production at the neighborhood level; and

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

WHEREAS, **Habitat** has been designated as an eligible recipient of CHDO funds for the Urbana HOME Consortium for the projects located at 1210 W Dublin Street, Urbana, IL; 1010 W Maple Street, Champaign, IL; 313 Edgebrook Drive, Champaign, IL; 511 Beardsley Avenue, Champaign, IL; and

WHEREAS, **Habitat** has applied to the City for Urbana HOME Consortium funding for administration and operating costs related to the continued operation of HOME funded rental housing properties and new homebuyer assistance programs, and for the building of agency capacity (hereinafter the “Operating Activities”); and

WHEREAS, the City has the right and authority, pursuant to both the HOME Program and the Intergovernmental Agreement to allocate Urbana HOME Consortium funds to **Habitat** for the Operating Activities.

NOW, THEREFORE, the parties hereby agree as follows.

1. **Preamble.** The preamble set forth above is hereby incorporated and made part of this Community Housing Development Organization Agreement (hereinafter the “Agreement”).
2. **Purpose.** The purpose of this Agreement is to pledge **PY 2023 (FY 2023-2024)** Urbana HOME Consortium funds to provide **Habitat** with administrative and operating activities to complete the Operating Activities.
3. **Pledge of HOME and Match Funds.** The City pledges to **Habitat \$26,000 (\$6,500 per unit)** in Urbana HOME Consortium funds for the Operating Activities.

Specific uses of said funds are for administration and operating activities related to the continued operation and capacity building of the organization as shown in Exhibit 1.

Habitat shall not request disbursement of HOME funds until HOME funds are needed to pay eligible costs related to the Operating Activities. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation (i.e., payroll documentation, receipts, invoices). The City shall make payment to **Habitat** within fourteen (14) calendar days of receipt of a complete and acceptable request by the City. The City reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to “**Habitat for Humanity of Champaign County.**” All monies granted to **Habitat** pursuant to this Agreement shall be expended by **Habitat** by **July 31, 2026.**

4. **Eligible Uses of Funds.** **Habitat** may expend funds per 24 CFR 92.208(a) and 24 CFR 92.300(f).

24 CFR 92.208(a): Up to 5 percent of a participating jurisdiction's fiscal year HOME allocation may be used for the operating expenses of community housing development organizations (CHDOs). These funds may not be used to pay operating expenses incurred by a CHDO acting as a subrecipient or contractor under the HOME Program. Operating expenses means reasonable and necessary costs for the operation of the community housing development organization. Such costs include salaries, wages, and other

employee compensation and benefits; employee education, training, and travel; rent; utilities; communication costs; taxes; insurance; equipment; materials and supplies. The requirements and limitations on the receipt of these funds by CHDOs are set forth in 92.300(f).

24 CFR 92.300(f): Limitation on community housing development organization operating funds. A community housing development organization may not receive HOME funding for any fiscal year in an amount that provides more than 50 percent or \$50,000, whichever is greater, of the community housing development organization's total operating expenses in that fiscal year. This also includes organizational support and housing education provided under section 233(b)(1), (2), and (6) of the Act, as well as funds for operating expenses provided under 92.208.

5. **Financial Responsibility.** The allocation of funds by the City pursuant to this Agreement shall in no way obligate the City for any financial responsibility incurred by the Operating Activities in excess of the funding pledged herein.
6. **Equal Employment.** **Habitat** agrees that there shall be no discrimination against any person who is employed in carrying out the Operating Activities, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Urbana law, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. **Habitat** further agrees to the following.
 - A. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and HUD.
 - B. It shall furnish the City and HUD with information as they may require for the supervision of such compliance and will otherwise assist the City and HUD in the discharge of primary responsibility for securing compliance.
 - C. It shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City, or HUD.
 - D. It shall abide by the Urbana Human Rights Ordinance regarding equal employment.
7. **Certifications.** **Habitat** represents the following with respect to this Agreement.
 - A. **Habitat** possesses legal authority to receive HOME Program funds from the City and to execute the Operating Activities as described herein.
 - B. The governing body of **Habitat** has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement including all understandings and assurances contained herein, and directing and

designating the authorized representative of **Habitat** to act in connection with this Agreement and to provide such additional information as may be required.

- C. **Habitat**, its successors and assigns, agrees to fulfill the Operating Activities in accordance with HOME Program regulations promulgated at 24 CFR Part 92.
- D. **Habitat** acknowledges there is no match requirement for these HOME CHDO funds disbursed by the City in the amount of **\$26,000**.
- E. **Habitat** shall comply with the regulations, policies, guidelines, and requirements of 2 CFR Part 200 as they relate to the acceptance and use of Federal funds for the Operating Activities. **Habitat** agrees to maintain financial records in accordance with applicable Federal guidelines as part of 2 CFR Part 200. **Habitat** shall separately and accurately identify use of HOME funds pursuant to this Agreement.
- F. **Habitat** shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which **Habitat** receives Federal financial assistance.
- G. **Habitat** shall comply with Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally-assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
- H. **Habitat** shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties in accordance with 24 CFR 92.356, and enforce such safeguards. Further, it will immediately report to the City any suspected or actual conflict situation.
- I. No Federal appropriated funds have been paid or will be paid, by or on behalf of **Habitat**, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and

the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

- J. **Habitat** shall give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the Operating Activities.
- K. **Habitat** authorizes the City and HUD to conduct on-site reviews, examine personnel records, and to conduct any other procedure or practice necessary to assure compliance with this Agreement. **Habitat** will ensure that all documents related to this Agreement shall be kept for a period of five years after project completion and final payout. Records to be retained include, but are not limited to timesheets; receipts and invoices for materials, supplies, and services; and documentation used to request re-imbursment of expenses.
- L. **Habitat** shall at all times observe and comply with all laws, ordinances, or regulations of Federal, State, and local governments which may in any manner affect the performance of this Agreement. **Habitat** shall be liable to perform all acts to the City in the same manner as the City performs these functions to the Federal government.
- M. **Habitat** shall be responsible for any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorneys' fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, subcontractors, or agents of **Habitat**, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this Agreement, whether such loss, damage, injury, or liability is contributed to by the negligence of the City or its officers, employees, or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that **Habitat** shall have no liability for damages or the costs incident thereto caused by the sole negligence of the City, or its officers, employees, or agents.
- N. **Habitat** shall have full control of the ways and means of performing the services referred to herein. **Habitat** acknowledges and agrees that its employees,

representatives, subcontractors, and agents may in no respect be considered employees of the City.

8. **Affirmative Marketing.** **Habitat** must adopt an affirmative marketing policy and procedure acceptable to HUD to attract beneficiaries for their HOME-funded projects per 24 CFR 92.351. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status or disability. The affirmative marketing requirements and procedures adopted must include:
- Methods for informing the public, owners, and potential beneficiaries about Federal fair housing laws and the City’s affirmative marketing policy.
 - Requirements and practices **Habitat** must adhere to in order to carry out the affirmative marketing procedures and requirements.
 - Procedures to be used by **Habitat** to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach.
 - Records that will be kept describing actions taken by **Habitat** to affirmatively market units and records to assess the results of these actions.
 - A description of how the **Habitat** will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.
9. **Prohibition Against Lobbying.** **Habitat** acknowledges that no funds disbursed pursuant to this Agreement shall be used to finance lobbying activities. Furthermore, **Habitat** acknowledges that no **Habitat** employee funded in whole or part pursuant to this Agreement shall engage in lobbying activities at any time during the term of this Agreement. For purposes of this Agreement the term “lobbying activities” shall include the following.
- any activity related to the election or appointment of an individual to public office, including, but not limited to, contributions to campaign funds, solicitation in an attempt to influence the outcome of an election for public office, and preparation and dissemination of campaign materials
 - sponsorship of candidate forums
 - sponsorship of voter registration drives
 - provision of transportation to polling places
 - contributing financially to elected or appointed public officials in an attempt to influence legislation
 - hiring an individual or individuals to represent an organization and/or its position before elected or appointed public officials.
10. **Request for Disbursement of Funds.** **Habitat** may request disbursement of HOME funds on a calendar quarter basis for reimbursement of eligible CHDO Operating expenses incurred during the previous quarter. An exception to this will be made for the fourth quarter in order to facilitate financial close-out procedures associated with the end of the fiscal year. The schedule for disbursement requests is as follows:

Expenses Incurred During:

- January 1 – March 31
- April 1 – June 30
- July 1 – September 30
- October 1 – December 31

Pay Request Submitted:

- by April 10
- by July 10
- by October 10
- by January 10

Each request for payment shall be accompanied by documentation supporting the amount requested including, but not limited to, payroll documentation, receipts, and invoices. The City shall make payment to **Habitat** within ten (10) calendar days of submission of a complete and acceptable payment request to the City. The City reserves the right to withhold disbursement of funds until appropriate documentation is submitted.

HUD regulations mandate that CHDOs utilizing CHDO Operating HOME funds must also be working on or toward an eligible housing project utilizing CHDO Project HOME funds. Such a project must be underway and to the point of drawing HOME Project funds within 24 months of the effective date of the CHDO Operating Agreement. If this requirement is not fulfilled, **Habitat** shall repay to the City all HOME funds disbursed pursuant to this Agreement. Although the disbursement of CHDO Operating funds is not tied directly to the drawdown of CHDO Project funds, the City reserves the right to delay disbursement of Operating Funds if it is evident that the CHDO project is experiencing excessive delays.

11. **Agency Training.** In order to ensure that the specific housing needs of the community continue to be addressed in ways that include current best practices, and that **Habitat** understands and abides by all applicable local state and federal regulations involved in the use of HOME funds, the City requires that **Habitat** completes a minimum of two (2) approved workshops, conferences or training opportunities annually. The City may directly administer such training, or may recommend opportunities conducted by other agencies.
12. **Compliance.** **Habitat** agrees that if the City determines that **Habitat** has not complied with or is not complying with the provisions of this Agreement and so notifies **Habitat** by written notice of said violations and **Habitat** fails to correct said violations within thirty (30) days from receipt of said notice, the City may terminate this Agreement by written notice and may take any other action as may be permitted pursuant to this Agreement.
13. **Notices.** Notices and communications under this Agreement shall be sent first class, prepaid to the respective parties as follows:

TO THE CITY: Grants Division
Attn: Manager
400 South Vine Street
Urbana, Illinois 61801

TO CHDO: Executive Director
Habitat for Humanity of Champaign County
119 E University Ave
Champaign, IL 61820

14. **Contingencies.** This Agreement, including the provision of funds by the Urbana HOME Consortium for the Operating Activities as described herein, is contingent upon the construction of three single-family units as described in Agreement Number FY01213-NA-CD.
15. **Assignment.** **Habitat** shall not assign this Agreement, nor any part thereof, without prior written approval of the City.
16. **Modification.** No modification of this Agreement, including modification of the budget in *Exhibit 1*, shall be effective unless in writing and executed by the parties hereto.
17. **Disbarment & Suspension.** The undersigned, **Habitat**, certifies that it is not debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

Habitat shall establish procedures to ensure they do not make any award to grantees and subgrantees (including contractors) at any tier in violation of the non-procurement, debarment, and suspension common. No award of the contracts covered under the subject Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the City of Urbana, Illinois or the Federal Government to receive an award of such contract.

Habitat 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 non-procurement programs (“List”). **Habitat** may request assistance from the City of Urbana to access the List and document results to the file.
18. **Termination.** Unless otherwise extended through written confirmation, this Agreement shall terminate on **July 31, 2026.**
19. **Execution of Agreement.** This Agreement shall be binding upon the City and **Habitat**, their successors and assigns, and shall be effective as of the date executed by the Mayor and attested by the City Clerk.

CITY OF URBANA

Diane Wolfe Marlin, Mayor

Date

Attest: Darcy E. Sandefur, City Clerk

Habitat for Humanity of Champaign County

Printed Name

Signature

Date

Exhibit 1

Habitat HOME Operating Budget

Eligible Operating Expenses:

Staff Salaries & Benefits – 1210 W Dublin Street, Urbana	\$6,500
Staff Salaries & Benefits – 511 W Beardsley Avenue, Champaign	\$6,500
Staff Salaries & Benefits – 313 Edgebrook Drive, Champaign	\$6,500
Staff Salaries & Benefits – 1010 W Maple Street, Champaign	\$6,500
TOTAL EXPENSES	\$26,000

RESOLUTION NO. _____

A RESOLUTION CERTIFYING A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FOR THE URBANA HOME CONSORTIUM

(First Followers CHDO Certification PY 2023)

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 certification of First Followers as a Community Housing Development Organization for the Urbana HOME Consortium for FY 2023-2024 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 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 First Followers be identified and certified as a Community Housing Development Organization (CHDO) for the Urbana HOME Consortium for the projects described in the Urbana HOME Consortium Community Housing Development Organization Developer Agreement (First Followers CHDO Developer PY 2023), and as such, be eligible to request specific HOME funds set aside for use by CHDOs, under regulations set forth by the U.S. Department of Housing and Urban Development.

Section 2. That said certification and the benefits afforded by it be in effect for the duration of the projects specified in the Urbana HOME Consortium Community Housing Development Organization Developer Agreement (First Followers CHDO Developer PY 2023), or until such time that Council be informed of conditions necessitating a change in the status of First Followers as a CHDO.

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

AYES:

NAYS:

ABSTAINED:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Diane Wolfe Marlin, Mayor



MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: February 19, 2024 Committee of the Whole

Subject: A Resolution Certifying a Community Housing Development Organization for the Urbana HOME Consortium (Habitat CHDO Certification 2023)

A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Community Housing Development Organization Agreement (Habitat CHDO Operating PY 2023)

A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Community Housing Development Organization Agreement (Habitat CHDO Developer PY 2023)

A Resolution Certifying a Community Housing Development Organization for the Urbana HOME Consortium (First Followers CHDO Certification 2023)

A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Community Housing Development Organization Agreement (First Followers CHDO Operating PY 2023)

A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Community Housing Development Organization Agreement (First Followers CHDO Developer PY 2023)

Summary

Action Requested

Staff requests that the City of Urbana Committee of the Whole forward the attached Resolutions Certifying Habitat for Humanity and First Followers as Community Housing Development Organizations (CHDOs), and approving Developer and Operating agreements with both organizations, to the Urbana City Council Consent Agenda.

Brief Background

The U.S. Department of Housing and Urban Development (HUD) provides project and operating funding to certified CHDOs for the creation of affordable rental and homeowner housing units.

Project funding can be used for hard costs associated with housing construction or renovation, while operating funding can be used to support staff salaries and other soft costs incurred by the CHDO.

On an annual basis, the Urbana HOME Consortium makes CHDO funds available through a competitive application process that is open to all certified CHDOs in Champaign County. Currently, Habitat for Humanity and First Followers are the only two certified CHDOs in Champaign County. In the 2023 application cycle, both organizations submitted requests for project and operating support.

Staff have evaluated the proposals and recommend providing Habitat for Humanity with \$125,000 in project development support and \$32,500 in operating support. Habitat will use these funds to create five affordable homeowner units in Urbana and Champaign for low-income households. Staff recommend providing First Followers with \$30,000 in project development support, and \$6,500 in operating support for the development of one affordable rental unit in Champaign. A summary of the recommended awards and project timelines can be found in Attachment 1 of this packet.

All housing units developed with CHDO funds must be owned or rented by households that meet the low-income threshold established by HUD for the duration of the 10-year affordability period. In the event that the housing does not continue to be occupied by an income eligible household during the affordability period, the City shall recapture the funds.

Relationship to City Services and Priorities

Impact on Core Services

CHDO funding is set aside from the annual allocation of HOME funding received from HUD. Therefore, there will be no impact on City general funds and no impact on core services as a result of approving these Resolutions.

Strategic Goals and Plans

Approval of the proposed Resolutions is desirable and necessary to carry out the implementation of the strategies and objectives to address the affordable housing needs of low-income households described in the City of Urbana and Urbana HOME Consortium FY 2020-2024 Consolidated Plan and the 2023-2024 Annual Action Plan.

Previous Council Actions

In March 2023, Council approved CHDO certification of First Followers and Habitat for Humanity in Resolutions [2023-02-007R](#) and [2023-02-010R](#), respectively. Council also previously approved project and operating support for First Followers in Resolutions [2023-02-008R](#) and [2023-02-009R](#), and for Habitat for Humanity in Resolutions [2023-02-011R](#) and [2023-02-012R](#).

Discussion

Additional Background

HUD requires that a minimum of 15 percent of each annual allocation of HOME funding is set aside for affordable housing development projects undertaken by certified CHDOs. HUD also requires that a maximum of five percent of each annual HOME allocation be set aside for CHDO operating expenses. In the 2023-2024 fiscal year, the minimum CHDO project set-aside is \$116,851.95, and the maximum operating set-aside is \$38,950.

In order to be eligible to receive CHDO project and operating funding, Habitat for Humanity and First Followers must be certified as CHDOs. Based on staff's assessment, both organizations qualify for certification as CHDOs in the 2023 program year.

Recommendation

Staff recommends that the Resolutions Certifying Habitat and First Followers as a CHDOs and approving developer and operating agreements for Habitat and First Followers be forwarded to the Urbana City Council Consent Agenda.

Next Steps

Once the Resolutions are approved by Council, staff will execute CHDO project and operating agreements with both organizations. Work on the housing projects is estimated to begin March 1, 2024.

Attachments

1. Summary of Awards and Timeline
2. A Resolution Certifying a Community Housing Development Organization for the Urbana HOME Consortium (Habitat CHDO Certification PY 2023)
3. A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Community Housing Development Organization Agreement (Habitat CHDO Operating PY 2023)
4. Urbana HOME Consortium Community Housing Development Organization Agreement (Habitat CHDO Operating PY 2023)
5. A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Community Housing Development Organization Agreement (Habitat CHDO Developer PY 2023)
6. Urbana HOME Consortium Community Housing Development Organization Agreement (Habitat CHDO Developer Agreement PY 2023)
7. A Resolution Certifying a Community Housing Development Organization for the Urbana HOME Consortium (First Followers CHDO Certification 2023)

8. A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Community Housing Development Organization Agreement (First Followers CHDO Operating PY 2023)
9. Urbana HOME Consortium Community Housing Development Organization Agreement (FirstFollowers CHDO Operating PY 2023)
10. A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Community Housing Development Organization Agreement (First Followers CHDO Developer PY 2023)
11. Urbana HOME Consortium Community Housing Development Agreement (FirstFollowers CHDO Developer, PY 2023)

Originated by: Breaden Belcher, Grants Division Manager

Reviewed: Kimberly Smith, Director, Community Development Services

Approved: Carol Mitten, City Administrator

Attachment 1 – Summary of Awards and Timeline

Agency 1						
Name:	Habitat for Humanity	<i>Requested</i>		<i>Awarded</i>		
		Project	Operating	Project	Operating	Affordability Period
Project 1	1010 W Maple (homeowner, new constr.)	\$30,000.00	\$6,500.00	\$30,000.00	\$6,500.00	10 years
Project 2	1210 W Dublin (homeowner, new constr.)	\$30,000.00	\$6,500.00	\$30,000.00	\$6,500.00	10 years
Project 3	313 Edgebrook (homeowner, new constr.)	\$35,000.00	\$6,500.00	\$32,500.00	\$6,500.00	10 years
Project 4	511 W Beardsley (homeowner, new constr.)	\$35,000.00	\$6,500.00	\$32,500.00	\$6,500.00	10 years
Project 5		\$0.00	\$0.00	\$0.00	\$0.00	
Total agency request:		\$130,000.00	\$26,000.00	\$125,000.00	\$26,000.00	

Agency 2						
Name:	First Followers	<i>Requested</i>		<i>Awarded</i>		
		Project	Operating	Project	Operating	Affordability Period
Project 1	701 N Prospect (rental, rehab)	\$50,000.00	\$20,000.00	\$30,000.00	\$6,500.00	10 years
Project 2		\$0.00	\$0.00			
Project 3		\$0.00	\$0.00			
Project 4		\$0.00	\$0.00			
Project 5		\$0.00	\$0.00			
Total agency request:		\$50,000.00	\$20,000.00	\$30,000.00	\$6,500.00	

Totals:		\$170,000.00	\$46,000.00	\$155,000.00	\$32,500.00	
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1210 W Dublin, Urbana – Anticipation of construction initiation by Spring 2024 with completion by late Fall 2024
 511 W Beardsley, Champaign – Anticipation of construction initiation by Fall 2024 with completion by Spring 2025
 313 Edgebrook, Champaign – Anticipation of construction initiation by Fall 2024 with completion by Spring 2025
 1010 W Maple, Champaign – Anticipation of construction initiation by Spring 2024 with completion by Fall 2024.
 701 N Prospect, Champaign – Anticipation of renovation initiation by Spring 2024 with completion by Fall 2024

RESOLUTION NO. _____

A RESOLUTION CERTIFYING A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FOR THE URBANA HOME CONSORTIUM

(Habitat CHDO Certification PY 2023)

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 certification of Habitat for Humanity of Champaign County as a Community Housing Development Organization for the Urbana HOME Consortium for FY 2023-2024 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 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 Habitat for Humanity of Champaign County (Habitat) be identified and certified as a Community Housing Development Organization (CHDO) for the Urbana HOME Consortium for the projects described in the Urbana HOME Consortium Community Housing Development Organization Developer Agreement (Habitat CHDO Developer PY 2023), and as such, be eligible to request specific HOME funds set aside for use by CHDOs, under regulations set forth by the U.S. Department of Housing and Urban Development.

Section 2. That said certification and the benefits afforded by it be in effect for the duration of the projects specified in the Urbana HOME Consortium Community Housing Development Organization Developer Agreement (Habitat CHDO Developer PY 2023), or until such time that Council be informed of conditions necessitating a change in the status of Habitat as a CHDO.

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

AYES:

NAYS:

ABSTAINED:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Diane Wolfe Marlin, Mayor



MEMORANDUM FROM THE OFFICE OF THE MAYOR TO THE URBANA CITY COUNCIL

Meeting: February 19, 2024, Committee of the Whole
Subject: A Resolution Authorizing Contribution to a Community Minimum Revenue Guarantee (MRG) for Leisure Air Service at Willard Airport

Summary

Action Requested

City Council is being asked to authorize \$50,000 as the City of Urbana's contribution to a Minimum Revenue Guarantee to attract leisure air service to Willard Airport.

Brief Background / Statement of the Issue

Willard Airport is owned and operated by the University of Illinois Urbana-Champaign (UIUC.) Air service frequency at Willard decreased during the pandemic and has not yet recovered to pre-pandemic levels. American Airlines currently operates two daily flights each to Chicago and Dallas-Fort Worth with larger regional jets. Flights to Dallas-Fort Worth are currently operating about 75 percent full, while Chicago flights are around 70 percent full. Ongoing and planned airport upgrades include rental car counter rehabilitation, a new car wash and maintenance facility, new food and beverage service by Ion Grove Café, and expansion of the TSA checkpoint area. The 2019 *Airport Economic Activity and Impact Study of the University of Illinois-Willard Airport* estimated that the regional economic impact of Willard Airport was approximately \$100 million.

Like other regional airports, Willard Airport is responding to post-pandemic challenges in the aviation industry. Major challenges include a nationwide pilot shortage and reduced business travel. In 2023, Willard Airport secured an \$850,000 Federal Aviation Administration grant to attract new air service to Washington DC. In response to the national trend toward increased leisure travel post-pandemic, and of local demand, UIUC committed \$500,000 to an MRG fund to attract leisure air service from Willard Airport to Florida, Arizona, or Las Vegas. Currently, an average of 240 passengers per day travel to and from Champaign County to markets in Florida. More than 70 percent of those passengers travel to Chicago's airports for flights; just eight percent of those passengers currently use Willard Airport. Community partners are asked to commit an additional \$500,000 to the MRG fund to demonstrate broad-based support for leisure air service.

Relationship to City Services and Priorities

Impact on Core Services

N/A

Strategic Goals & Plans

N/A

Previous Council Actions

N/A

Discussion

Additional Background Information

The University of Illinois, which has committed \$500,000 toward the MRG fund, is seeking commitments from private and public sector partners to create a \$1 million MRG. The attached Resolution authorizes a commitment of \$50,000 from the City of Urbana to the community MRG. The request is time-sensitive. Community partners are asked to commit to the MRG by April 1, 2024.

Once funding commitments are secured, the University of Illinois will negotiate with an interested airline for a leisure air service agreement. Over the course of the agreement, the utilization of MRG monies would only occur if the airline fails to meet targeted minimum revenue levels in a given quarter. Community funds would be tapped AFTER the University's \$500,000 contribution is exhausted. When needed, community contributors would be invoiced based on their share of the contribution to the overall MRG. Pending City Council authorization of the contribution to the MRG, staff will include the \$50,000 contribution in the City of Urbana FY25 budget. The MRG monies would be held by the Community Development Services Department, Economic Development Division. The money would be reserved for this commitment with a purchase order and could not be used for any other purpose. The MRG commitment would be for a duration of no more than two years or eight quarters of reporting.

The attachment accompanying this memo provides a detailed explanation of how an MRG operates, including frequently asked questions and answers. It also offers more insights into the proposed community initiative aimed at attracting leisure air service to Willard Airport.

Community Impact

According to the 2019 *Airport Economic Activity and Impact Study of the University of Illinois-Willard Airport*, the introduction of extra airline seats at the airport contributes to business attraction and retention, enhanced tourism, and talent attraction. The addition of new leisure air service at Willard Airport contributes to the overall livability of our region and provides a low-cost, more accessible means of air travel to popular leisure destinations. Furthermore, leisure air service at Willard Airport will help the airport remain competitive with other regional airports.

Recommendation

City Council is asked to authorize \$50,000 as the City of Urbana's contribution to a Minimum Revenue Guarantee to attract leisure air service to Willard Airport.

Next Steps

Pending authorization of a \$50,000 commitment to the Minimum Revenue Guarantee for leisure air service at Willard Airport, staff will include the money in the FY25 budget for the Community Development Services Department, Economic Development Division. These funds would be reserved for the MRG commitment with a Purchase Order and could not be used for any other purpose. Following two years, or eight quarters, of reporting, the project will be complete and remaining MRG funds will be retained by the City.

Attachments

1. Resolution Directing Contribution to a Minimum Revenue Guarantee Fund for Leisure Air Service at Willard Airport
2. Community Minimum Revenue Guarantee for Leisure Service Overview

Originated by: Mayor Diane Wolfe Marlin

University of Illinois – Willard Airport: Community Minimum Revenue Guarantee (MRG) for Leisure Service

A community effort to attract leisure air service to CMI.

This information is confidential and should not be shared.

The critical incentive to recruiting new air service is a Minimum Revenue Guarantee (MRG).

The University of Illinois Urbana-Champaign has pledged \$500,000 towards an MRG for targeted service to any airport in Florida, Arizona, or Las Vegas.

We seek financial support from community partners and stakeholders to match UIUC's \$500,000 pledge. This would create a \$1M+ MRG dedicated to leisure air service and show broad community support, a critical factor to airlines when considering when and where to add service.

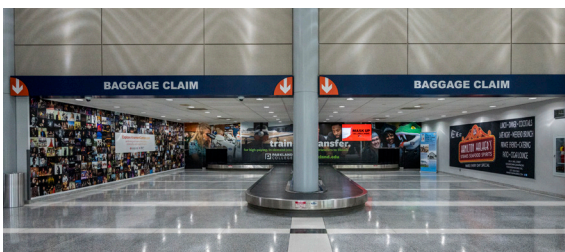
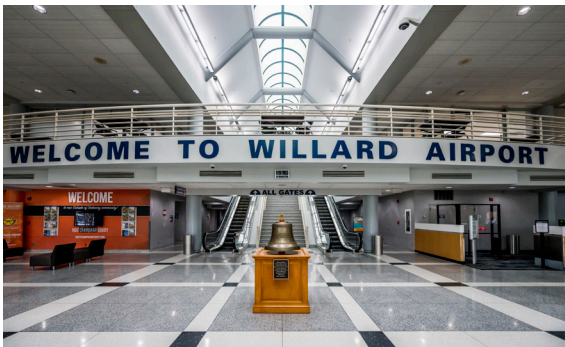


**Initial Deadline to Confirm Support:
April 1, 2024**

MRG Supporter Benefits:

- Name and logo recognition on the “Wall of Air Service Champions” at Gate 3 (inside the terminal)
- VIP parking in the employee lot (adjacent to the terminal)
- Credit for internal (within the terminal) advertising
- Website and social media recognition
- Recognition in the press release announcing new air service and Willard Airport's community newsletter
- Invites to announcements and celebrations for new air service

Benefits are activated at the start of a new air service route, not when a pledge commitment is made.



Contact:

Carly McCrory-McKay

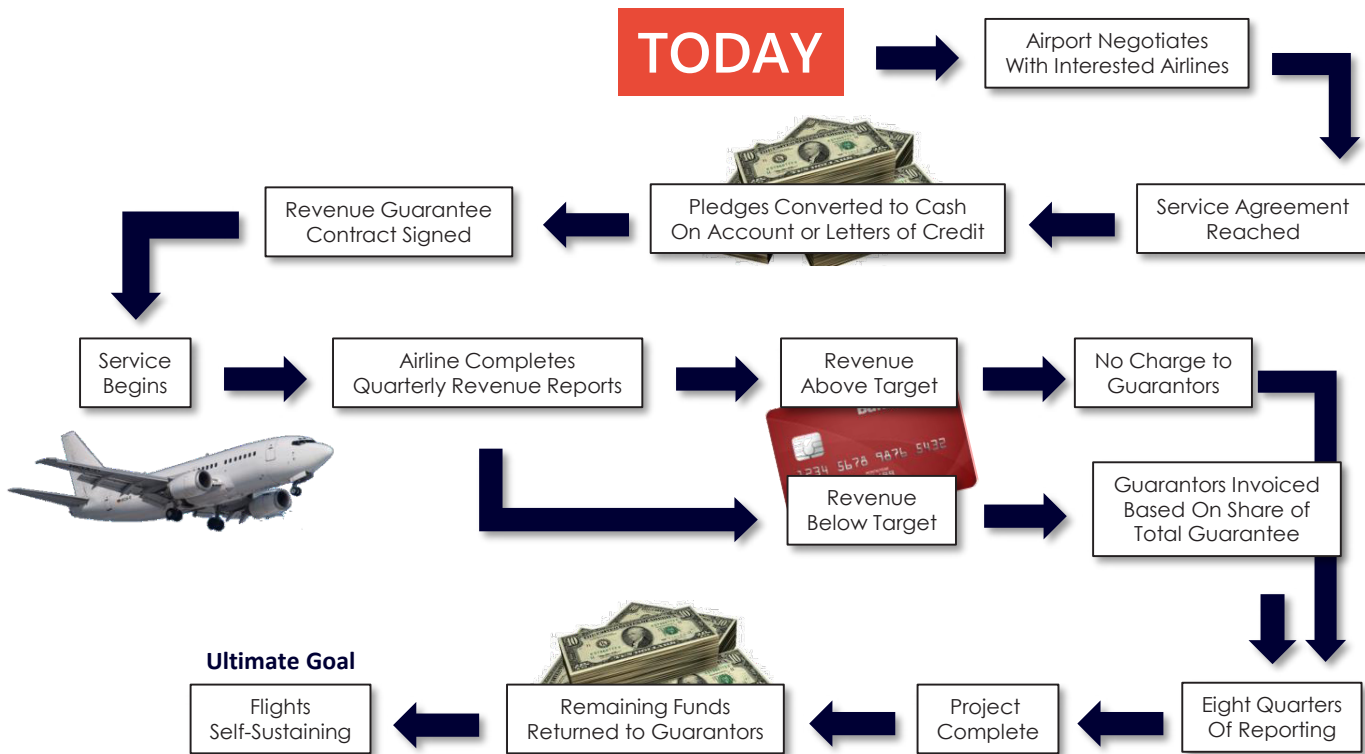
Chair
Willard Airport Advisory Board

Executive Director
Champaign County Economic Development Corporation

carly@champaigncountyedc.org



How a Minimum Revenue Guarantee (MRG) Works:



FAQs

ROUTE DECISIONS

If multiple airlines are interested, on what will the selection be based? Who will decide?

This program is developed on a “first come, first served” basis. Once pledges have been collected, the Airport and community leaders will meet with all potential carriers to discuss the guarantee and its parameters. The first qualified airline to offer launch service will be the first airline the group negotiates with.

REVENUE GUARANTEE REPORTING

What will be the communications process for keeping stakeholders informed regarding whether—and for how much—the fund was tapped to cover revenue shortfalls?

Each quarter, the airline will report its financial results to the Airport. The Airport will then disseminate the results to contributors. If the airline’s revenue does not meet the pre-negotiated target, funds will be drawn from the community account based on the percentage of the total guarantee the contributor has committed.

Will I receive regular updates on the route’s performance? Who will send me those updates?

Updates will be provided every quarter (within 30 days from the end of each quarter). Interim updates on the percentage of seats filled (monthly) will be provided by the consultant. Monthly data is not available until four months after the month has closed.

Is this a revenue guarantee, or are we guaranteeing them a profit margin? How is the amount determined?

This is not a profit guarantee. It is a guarantee of total revenue. In negotiations, the airline will state its required revenue per segment operated. This amount will be audited by the consultant and negotiated. Once the amount is agreed upon, the community will agree to guarantee that minimum level of revenue, with an agreed-upon amount of maximum exposure.

INFORMATION ON PLEDGES

Can I get a list of those who have committed financial support and their pledge amount?

The list of contributors will remain confidential unless contributors allow for the publication of their identity (i.e., for MRG supporter benefits).

RESOLUTION NO. _____

RESOLUTION DIRECTING CONTRIBUTION TO A MINIMUM REVENUE GUARANTEE FOR WILLARD AIRPORT

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 recognizes that it is appropriate and beneficial for the City to support initiatives to help maintain the competitiveness of Willard Airport and enhance the local economy; and

WHEREAS, the City Council believes that the opportunity to attract leisure air service to Florida, Las Vegas, or Arizona is in the best interest of the City, and offers an opportunity for economic growth within the region; and

WHEREAS, the City Council agrees that a commitment of \$50,000 from the City toward a community Minimum Revenue Guarantee for leisure air service at Willard Airport would help attract business, retain talent, and meet local demand for leisure air travel.

NOW, THEREFORE, BE IT RESOLVED by the City Council, of the City of Urbana, Illinois, as follows:

Section 1.

The City commits \$50,000 towards a Minimum Revenue Guarantee for leisure air service at Willard Airport.

Section 2.

The City will include \$50,000 for the Minimum Revenue Guarantee in the FY25 Annual Budget (Community Development Services Department, Economic Development Division.)

Section 3.

The Mayor of the City of Urbana, Illinois, shall be and hereby is authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, shall be and hereby is authorized to attest to said execution of said commitment as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this Date day of Month, Year.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this Date day of Month, Year.

Diane Wolfe Marlin, Mayor



City of Urbana
400 S. Vine Street, Urbana, IL 61801
www.urbanainilinois.us

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: February 19, 2024 Committee of the Whole
Subject: AN ORDINANCE AMENDING A REDEVELOPMENT AGREEMENT WITH ICON HOSPITALITY, LLC

Summary

Action Requested

City Council is being asked to pass the attached draft Ordinance approving an Amendment that would extend the deadline for the Redevelopment Agreement with Icon Hospitality for the Hotel Royer, and reduce the amount of the incentive in the event that the revised deadline is not met.

Brief Background

The Landmark Hotel was sold by the former owner, Xiao Jin Yuan, in January 2020, for \$1,000,000. At the time of the sale, the hotel had been closed for several years and was vandalized throughout that time. Prior to the closure, investment in the hotel building itself had been minimal. Because of the age and architectural distinction of the original section of the hotel, it has been designated as a local landmark. The current developer is seeking Historic Tax Credits, which adds to the complexity of the project.

The original redevelopment agreement for the Hotel Royer (then still known as the Landmark Hotel) was approved by City Council in June 2019 (Ordinance No. 2019-06-036). The basic terms of the agreement were that the City would provide a reimbursement of \$5.5 million for qualified expenditures associated with the renovation of the hotel. The City would not provide any reimbursement **unless** and **until** the following conditions were met:

- A certificate of occupancy had been issued for the hotel and the restaurant
- Final approval for the property to open and operate as a Hilton Tapestry brand hotel had been received
- Equity or permanent debt financing had been obtained for the balance of the project expenses

Deadlines associated with the Redevelopment Agreement have been extended several times:

- Ordinance No. 2020-10-055 (extended the Project Commencement Date from July 1, 2020 to July 1, 2021)

- Ordinance No. 2022-11-047 (extended the Project Occupancy Date to August 31, 2023)
- Ordinance No. 2023-07-022 (extended the Project Occupancy Date to February 29, 2024)

Construction of the Hotel Royer has been steadily progressing. The Council has been given tours on two occasions. The primary outstanding item with an uncertain completion date is the upgrading of the passenger elevators. The installation of the kitchen equipment is another large item that remains incomplete.

Since the last extension, staff had the opportunity to meet with a representative from Hilton. Hilton remains committed to and enthusiastic about the Hotel Royer project.

Relationship to City Services and Priorities

Impact on Core Services

The requested extension for the completion deadline for the Hotel Royer to qualify for the City's redevelopment incentive will have no effect on the City's core services.

Strategic Goals & Plans

The Mayor/Council Strategic Goals, both current and proposed, recognize the catalytic effect of the Hotel Royer on Downtown Urbana. The Strategic Goals reflect the acknowledgement of the City's responsibility to enhance Downtown in order to support the success of the hotel. Continual delays make the timing of pending investments (both public and private) especially challenging.

Previous Council Actions

See the summary of previous Council actions in the Brief Background section above.

Discussion

Additional Background

Staff recently sought guidance from the City Council members regarding their willingness to extend the Redevelopment Agreement again. The proposed amendment is an amalgam of feedback received, which reflects the general sentiment of 1) support for a further extension recognizing the on-going circumstances of completing a project with this level of complexity and 2) support for a gradual reduction in the incentive if this revised deadline is not met.

Recommendation

Staff recommends that Council adjust the proposed Amendment if desired, based on further discussion at the Committee of the Whole. Once all the language has been adjusted, staff recommends that Council advance the Ordinance to the City Council Regular Meeting on February 26, 2024.

Next Steps

Once the language of the Amendment is satisfactory to a majority of the Council and the Ordinance has been approved, the Mayor will execute the Amendment on behalf of the City and deliver the same to the property owner.

Attachments

1. Extension Request
2. Proposed Ordinance Amending a Redevelopment Agreement with Icon Hospitality, LLC
3. Proposed Fourth Amendment to a Redevelopment Agreement By and Between City of Urbana, Champaign County, Illinois and Icon Hospitality, LLC

Originated by: Carol Mitten, City Administrator



We are writing to formally request an extension of the completion deadline for the Hotel Royer Tapestry Collection by Hilton in Urbana, IL. We are requesting an extension for 10 months until Dec 31, 2024. Due to unforeseen challenges, we find ourselves facing difficulties in meeting the current completion date. It was the policy of Icon Hospitality to always request the minimum amount of time necessary and as such we have come to the City council in a piecemeal fashion attempting to always open in the allotted time. However, due to hurdles with receiving elevator equipment in time we are in need of an additional extension. To ensure the preservation and restoration of this historic landmark are carried out with the utmost care and attention to detail, we are seeking an extension of 10 months until Dec 31, 2024 year.

The restoration of this property was an immensely challenging endeavor that most developers would not be willing to undertake. There are two buildings each that were constructed at different times with the original built in 1923 and the extension in the 1980s. New challenges presented themselves as the construction progressed. These challenges have to be addressed by the experts including architecture/interior design, MEP, Hilton, and the General Contractor. Each of these challenges of working on a 100 year old building requires extensive effort. The property had not been properly updated in over 38 years. There has still been significant progress made upgrading all 131 guest rooms and public space/exterior of the property with the bulk of the renovation work completed during the COVID-19 pandemic.

It is clear that we are near the finish line and the final hurdle points preventing opening are mainly the elevator modernization, kitchen, and final furniture/finishing installs in the public space (to be completed when large equipment has been installed). The elevator systems are being modernized; a process which is highly complicated requiring procurement of equipment and parts from numerous suppliers and the contracting of experienced elevator service professionals. There are shortages of the elevator equipment needed. Removing the old elevator equipment and installing new elevator equipment is a very complex process. Elevator equipment lead times have skyrocketed in recent time due to the pandemic prolonging elevator modernization supply chain issues. Numerous hotel construction projects across the country are delayed due to the current situation with elevator modernizations. We are waiting for the final install of the remaining large equipment before completing the final furniture and finishings installs in the public space to ensure that the final furniture pieces and finishings do not get damaged during the process of

large equipment being moved into the hotel. We are working on completing our list of minor outstanding work as well throughout the property and awaiting completion of inspections.

We believe that this extension will allow us the necessary time to address the challenges we have encountered, maintain the high standards required for historical preservation, and ultimately deliver a finished product that will stand as a testament to our commitment to preserving the rich history of this hotel. Icon Hospitality does not take these requests lightly and only makes such requests when it is absolutely necessary.

We understand the importance of adhering to project timelines and the significance of completing the construction in a timely manner. Not during a single week, has the construction for this project paused in any regard. Every day that the hotel is not open causes significant additional expense burden to the developer. The TIF incentive does not materialize until the hotel actually opens. Therefore, we assure you that we will make every effort to expedite the remaining construction phases and deliver the completed project by the extended deadline.

We kindly request your understanding and support in granting this extension, and we are committed to completing this project. Thank you for your time and consideration.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AMENDMENT TO A REDEVELOPMENT AGREEMENT

(Icon Hospitality, LLC – Urbana Landmark Hotel

WHEREAS, the City of Urbana, an Illinois municipal corporation (the “City”), is a home rule unit of local government pursuant to Article 7, Section 6 of the Illinois Constitution of 1970 and 65 ILCS 5/1-1-10; and

WHEREAS, the City Council approved a Redevelopment Agreement with Marksons Affiliates, LLC (the “Agreement”), on July 1, 2019, to renovate and operate the former Urbana Landmark Hotel as a Tapestry Collection by Hilton brand property; and

WHEREAS, the City Council later approved an amendment to the Agreement (“First Amendment”), on November 2, 2020, that extended the “Project Commencement Date” (as defined by the Agreement) from Jul 1, 2020 to July 1, 2021; and

WHEREAS, the First Amendment also acknowledged an approved assignment of the Agreement and Marksons Affiliates’ interest in the hotel to Icon Hospitality, LLC; and

WHEREAS, construction on the hotel did commence on or about July 1, 2021; and

WHEREAS, the impacts of the COVID-19 pandemic that led to the extension of the Project Commencement Date in the First Amendment continued to impact the timeline for construction due to long lead times and limited availability of building materials and components; and

WHEREAS, the City Council approved an amendment to the Agreement (“Second Amendment”), on November 21, 2022, that extended the “Project Occupancy Date” (as defined by the Agreement) for an additional eight (8) months, thereby extending the Project Occupancy Date from December 31, 2022 to August 31, 2023; and

WHEREAS, the City Council approved another amendment to the Agreement (“Third Amendment”), on July 31, 2023, that extended the “Project Occupancy Date” (as defined by the Agreement) for an additional six (6) months, thereby extending the Project Occupancy Date from August 31, 2023 to February 29, 2024; and

WHEREAS, Icon Hospitality has requested an extension of the “Project Occupancy Date” (as defined by the Agreement) for an additional ten (10) months, thereby extending the Project Occupancy Date from February 29, 2024 to December 31, 2024; and

WHEREAS, the City Council, after due consideration, finds that an approval of the extension request is in the best interests of the residents of the City and is desirable for the welfare of the City’s government and affairs.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Urbana, Illinois, as follows:

Section 1.

The City Council approves amending the Agreement to extend the Project Occupancy Date, as defined and used in the Agreement, for an additional ten (10) months from February 29, 2024 to December 31, 2024, as reflected in the Fourth Amendment attached hereto.

Section 2.

The City Council further approves amending the Agreement to reduce the amount of the City’s redevelopment incentive by \$150,000 for every three (3) month period or fraction thereof beyond which the Project Occupancy Date extends past the December 31, 2024 deadline, as also reflected in the Fourth Amendment attached hereto.

Section 3.

This Ordinance shall be in full force and effect from and after its passage.

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

PASSED BY THE CITY COUNCIL this _____ day of _____, 2024.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, 2024.

Diane Wolfe Marlin, Mayor

**FOURTH AMENDMENT TO A REDEVELOPMENT AGREEMENT BY AND
BETWEEN CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS AND ICON
HOSPITALITY, LLC**

This Fourth Amendment (hereinafter, “Fourth Amendment”) to a Redevelopment Agreement by and between City of Urbana, Champaign County, Illinois and Icon Hospitality, LLC (an affiliate and assignee of Marksons Affiliates, LLC) dated June 1, 2019 is entered into this ____ Day of _____, 2024 by and between the City of Urbana, Illinois and Icon Hospitality, LLC (collectively, the “Parties” and individually and generically, a “Party”).

WHEREAS, the City of Urbana, Illinois (hereinafter the “City”) and Marksons Affiliates, LLC (hereinafter, “Marksons”) entered into a Redevelopment Agreement dated June 1, 2019 (hereinafter, “Agreement”); and

WHEREAS, at the request of Marksons, the City approved of Marksons’ assignment of its rights and obligations to an affiliated entity owned by Marksons known as Icon Hospitality, LLC on or about January 23, 2020; and

WHEREAS, the Agreement was amended (“First Amendment”) on November 2, 2020 to redefine the “Project Commencement Date” as defined in Section 1.1 of the Agreement to be July 1, 2021; and

WHEREAS, the impacts of the COVID-19 pandemic that led to the extension of the Project Commencement Date in the First Amendment have continued to impact the timeline for construction due to long lead times and limited availability of building materials and components; and

WHEREAS, Icon Hospitality commenced construction by July 1, 2021 but was unable to achieve completion and commence operations by the “Project Occupancy Date” (as defined in Section 1.1 of the Agreement) due to the COVID-19 pandemic; and

WHEREAS, Icon Hospitality requested an extension of the Project Occupancy Date for an additional eight (8) months; and the Agreement was amended (“Second Amendment”) on November 21, 2022 to redefine the “Project Occupancy Date” (as defined by Section 1.1. of the Agreement) to August 31, 2023; and

WHEREAS, Icon Hospitality requested an extension of the Project Occupancy Date for an additional six (6) months; and the Agreement was amended (“Third Amendment”) on July 31, 2023 to redefine the “Project Occupancy Date” (as defined by Section 1.1 of the Agreement) to February 29, 2024; and

WHEREAS, Icon Hospitality has requested an extension of the Project Occupancy Date for an additional ten (10) months; to redefine the “Project Occupancy Date” (as defined by Section 1.1 of the Agreement) to December 31, 2024; and

WHEREAS, the City is willing to grant Icon Hospitality’s aforesaid request, with the additional provision that if the redefined Project Occupancy Date is not met, the Reimbursement Amount (as defined by Section 4.1(a) of the Agreement) will be reduced incrementally for each subsequent three (3) months of delay as indicated in the Fourth Amendment.

NOW, THEREFORE, for good, valuable, and mutual consideration that each Party acknowledges as having in hand received, and for the exchange of the terms, conditions, and covenants contained in this Amendment, the Parties agree as follows:

Section 1: Section 1.1 of the Agreement is hereby amended to extend the “Project Occupancy Date” from eighteen (18) months following the Project Commencement Date to forty-two (42) months following the Project Commencement Date.

Section 2: Section 4.1(a) of the Agreement is hereby amended to add the following at the end of the Section: “For any portion of each three-month period beyond December 31, 2024 that the Project Occupancy Date occurs, the Reimbursement Amount shall be reduced by \$150,000 per three-month period.”

Section 3: Each Party to this Amendment represents and acknowledges that the person who has executed this Amendment is duly authorized to do so on behalf of the Party for whom that person is executing this Amendment.

Section 4: Except as otherwise expressly provided in this Amendment, all other terms, conditions and covenants contained in the Agreement (including previous amendments) shall remain in full force and effect.

[END OF AMENDMENT. SIGNATURES FOLLOW.]

For the City of Urbana, Illinois

For Icon Hospitality, LLC

Diane Wolfe Marlin, Mayor

Haaris Pervaiz

Attest: _____
City Clerk

Witness: _____

Date: _____

Date: _____

ORDINANCE NO. 2019-06-036**AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT WITH
MARKSONS AFFILIATES, LLC****(Urbana Landmark Hotel - 2019)**

WHEREAS, the City of Urbana, an Illinois municipal corporation, (hereinafter, the “City”), is a home rule unit of local government pursuant to Article 7, § 6 of the Illinois Constitution of 1970 and 65 ILCS 5/1-1-10; and

WHEREAS, Marksons Affiliates, LLC (“Developer”), a Maryland limited liability company, intends to renovate and operate the Urbana Landmark Hotel as a Tapestry Collection by Hilton Properties brand and is willing to undertake such development in accordance with the terms and conditions contained in the draft redevelopment agreement (hereinafter the “Agreement”) appended to this Ordinance as an exhibit; and

WHEREAS, the City and Developer desire to enter into the Agreement in substantially the form of the exhibit appended hereto and made a part hereof;

WHEREAS, the City Council, after due consideration, finds that approval of the Agreement, as herein provided, are in the best interests of the residents of the City and is desirable for the welfare of the City’s government and affairs.

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

Section 1.

The Agreement shall be and hereby is approved in substantially the form appended to and incorporated into this Ordinance.

Section 2.

The Mayor of the City of Urbana, Illinois, shall be and is hereby authorized to execute and deliver the Agreement, in substantially the form of the exhibit attached hereto and hereby incorporated by reference, 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.

Section 3.

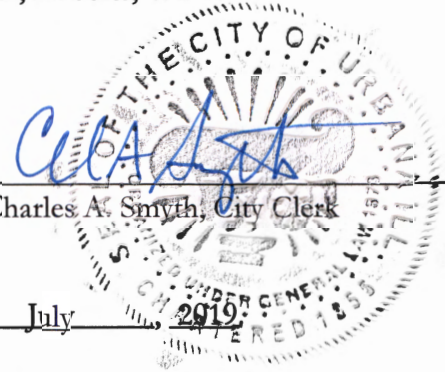
This Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE CITY COUNCIL this 1st day of July, 2019.

AYES: Brown, Hursey, Jakobsson, Miller, Roberts, Wu

NAYS:

ABSTENTIONS:



Charles A. Smyth

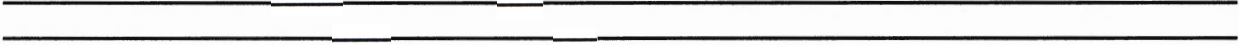
 Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this 8th day of July, 2019.

Diane Wolfe Marlin

 Diane Wolfe Marlin, Mayor

As Authorized by City of Urbana Ordinance No. 2019-06-036



REDEVELOPMENT AGREEMENT

by and between the

CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS

and

MARKSONS AFFILIATES, LLC

Dated as of June 1, 2019

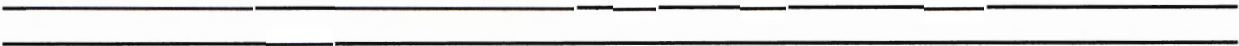


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REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this “**Agreement**”) is dated for reference purposes only as of June 1, 2019, but actually executed by each of the parties on the dates set forth beneath their respective signatures below, by and between the **City of Urbana, Champaign County, Illinois**, an Illinois municipal corporation (the “**City**”), and **Marksons Affiliates, LLC**, a Maryland limited liability company (the “**Developer**”). This Agreement shall become effective upon the date of the last of the City and the Developer to execute and date this Agreement and deliver it to the other (the “**Effective Date**”).

RECITALS

WHEREAS, in accordance with and pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*), as supplemented and amended (the “**TIF Act**”), including by the power and authority of the City as a home rule unit under Section 6 of Article VII of the Constitution of Illinois, the City Council of the City (the “**Corporate Authorities**”) adopted a series of ordinances (Ordinance Nos. 2016-09-084, 2016-09-085 and 2016-09-086 on October 17, 2016) including as supplemented and amended (collectively, the “**TIF Ordinances**”); and

WHEREAS, under and pursuant to the TIF Act and the TIF Ordinances, the City designated the Central Tax Increment Redevelopment Project Area (the “**Redevelopment Project Area**”) and approved the related redevelopment plan, as supplemented and amended (the “**Redevelopment Plan**”), including the redevelopment projects described in the Redevelopment Plan (collectively, the “**Redevelopment Projects**”); and

WHEREAS, the Developer proposes to acquire the Property (as defined below) and to undertake (or cause to be undertaken) the Project (including related and appurtenant facilities as more fully defined below, the “**Project**”); and

WHEREAS, the Property is within the Redevelopment Project Area; and

WHEREAS, the Developer is unwilling to undertake the Project without certain tax increment finance and other financial incentives from the City, which the City is willing to provide; and

WHEREAS, the City has determined that it is desirable and in the City’s best interests to assist the Developer in the manner set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions. For purposes of this Agreement and unless the context clearly requires otherwise, the capitalized words, terms and phrases used in this Agreement shall have the meaning provided in the above Recitals and from place to place herein, including as follows:

“Additional Taxes” means, collectively, those taxes derived from the Hotel Facility as follows: (i) the Hotel/Motel Use Tax as established by Article V of Chapter 20 of the Urbana City Code and (ii) the Boutique Hotel/Motel Use Tax as or to be established by Article V of Chapter 20 of the Urbana City Code.

“Bonds” means, howsoever styled, Tax Increment Revenue Bonds or any other instrument evidencing the obligation to pay money which are authorized or issued in one or more series by the City under applicable law and have a term of not more than 20 years.

“Bond Issue Date” means the date on which the City issues and delivers the Bonds.

“Developer” means the Developer listed above, but the purchase agreement and this Agreement will be assigned to an entity to be created to purchase the Property and become the Developer under this Agreement.

“Eligible Redevelopment Project Costs” means those costs paid and incurred in connection with the Project which are authorized to be reimbursed or paid to the Developer from the Fund as provided in Section 5/11-74.4-3(q) of the TIF Act, including but not limited to: (1) costs of studies, surveys, development of plans and specifications, (2) property assembly costs, including acquisition of land and other property, real or personal, and (3) costs of rehabilitation, reconstruction, repair or remodeling of existing public or private buildings and fixtures. All costs shown under the heading Construction in the Project Budget as well as certain other costs in the Project Budget are anticipated to qualify as Eligible Redevelopment Project Costs.

“Fund” means, the “Special Tax Allocation Fund” for the Redevelopment Project Area established under Section 5/11-74.4-8 of the TIF Act and the TIF Ordinances.

“Hotel Facility” means, collectively, the existing 128-room hotel facility, including the related conference center and meeting room space, bar/lounge, grounds and parking improvements located upon the Property.

“Incremental Property Taxes” means, net of all amounts required by operation of the TIF Act to be paid to other taxing districts, including as surplus, in each calendar year during the term of this Agreement, the portion of the ad valorem real estate taxes arising from levies upon the Property by taxing districts that is attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real estate of the Property over the equalized assessed value of each taxable lot, block, tract or parcel of real estate of the Property within the Redevelopment Project Area which, pursuant to the TIF Ordinances and Section 5/11-74.4-8(b) of the TIF Act, will be allocated to and when collected shall be paid to the Finance Director for deposit by the Finance Director into the Fund established to reimburse or pay Eligible Redevelopment Project Costs and other redevelopment project costs as authorized under Section 5/11-74.4-3(q) of the TIF Act.

“Prevailing Wage Act” means the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) of the State of Illinois, the material terms of which require all contractors and subcontractors to pay all laborers, workers and mechanics performing work on any “public works” (as therein defined) no less than the current “prevailing rate of wages” (hourly cash wages plus fringe benefits) applicable to the county where performed and to comply with certain notice, recordkeeping and filing duties.

“Project” means, collectively, the rehabilitation, reconstruction, repair or remodeling of the Hotel Facility upon the Property to include all guest rooms, conference center and meeting room space, restaurant, bar/lounge and common areas, exterior façade, grounds, parking lot, including related furniture, fixtures and equipment replacements, in a manner consistent with the standards established for the Tapestry Collection by Hilton brand (“Franchisor”), together with such renovations to the Hotel Facility as may be required by the City’s landmark historic review standards and the Illinois State Historic Preservation Office, some details of which are more specifically described on Exhibit A attached hereto and made a part hereof.

“Project Commencement Date” means, as applicable, July 1, 2020, the date on or before which construction of the Project is to commence.

“Project Occupancy Date” means, subject to “unavoidable delays” as described in Section 8.5 of this Agreement, the date on which the Project is completed and the Hotel Facility is ready for occupancy, utilization and commercial operation as evidenced by a certificate of occupancy for the entire Project issued by the Community Development Director of the City, but in no event shall such date be later than eighteen (18) months from and after the Project Commencement Date.

“Property” means, the real estate consisting of the parcels legally described on Exhibit B hereto, upon or within which the Project is to be undertaken and completed.

“TIF Financing” means financing arrangements to or for the benefit of a developer arising out of the TIF Act which pay or reimburse redevelopment project costs in whole or in part.

Section 1.2. Construction. This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- (a) definitions include both singular and plural.
- (b) pronouns include both singular and plural and cover all genders; and
- (c) headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- (d) all exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. In order to induce the Developer to enter into this Agreement, the City hereby makes certain representations and warranties to the Developer, as follows:

(a) **Organization and Standing.** The City is a home rule municipality duly organized, validly existing and in good standing under the Constitution and laws of the State of Illinois.

(b) Power and Authority. The City has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

(c) Authorization and Enforceability. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the City's Corporate Authorities. This Agreement is a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms, except that such enforceability may be further limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

(d) No Violation. Neither the execution nor the delivery of this Agreement or the performance of the City's agreements, obligations and undertakings hereunder will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of any agreement, rule, regulation, statute, ordinance, judgment, decree, or other law by which the City may be bound.

(e) Governmental Consents and Approvals. No consent or approval by any other governmental authority is required in connection with the execution and delivery by the City of this Agreement or the performance by the City of its obligations hereunder.

Section 2.2. Representations and Warranties of the Developer. In order to induce the City to enter into this Agreement, the Developer makes the following representations and warranties to the City:

(a) Organization. The Developer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Maryland. The Developer shall be duly authorized to transact business in the State of Illinois before taking title to the Property.

(b) Power and Authority. The Developer has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

(c) Authorization and Enforceability. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Developer's manager. This Agreement is a legal, valid and binding agreement, obligation and undertaking of the Developer, enforceable against the Developer in accordance with its terms, except to the extent that such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

(d) No Violation. Neither the execution nor the delivery or performance of this Agreement will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or declare a default under any contract, agreement, lease, license or instrument or any rule, regulation, statute, ordinance, judicial decision, judgment, decree or other law to which the Developer is a party or by which the Developer or any of its assets may be bound.

(e) **Consents and Approvals.** No consent or approval by any governmental authority or by any other person or entity is required in connection with the execution and delivery by the Developer of this Agreement or the performance by the Developer of its obligations hereunder.

(f) **No Proceedings or Judgments.** There is no claim, action or proceeding now pending, or to the best of its knowledge, threatened, before any court, administrative or regulatory body, or governmental agency (1) to which the Developer is a party and (2) which will, or could, prevent the Developer’s performance of its obligations under this Agreement.

(g) **Maintenance of Existence.** During the term of this Agreement, the Developer shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

Section 2.3. Disclaimer of Warranties. The City and the Developer acknowledge that neither has made any warranties to the other except as set forth in this Agreement. The City hereby disclaims any and all warranties with respect to the Property and the Project, express or implied, including, without limitation, any implied warranty of fitness for a particular purpose or merchantability.

Section 2.4. Developer Designation. At the Developer’s request, the City hereby recognizes the Developer under the TIF Act to develop and redevelop the Property acquired by the Developer, and not otherwise, in connection with the Project on its part to be undertaken, rehabilitated, reconstructed, repaired and remodeled under this Agreement within the Redevelopment Project Area in accordance with (i) the TIF Act, (ii) the Redevelopment Plan, (iii) the Redevelopment Projects, and (iv) this Agreement. For a period of ten (10) years from and after the Project Occupancy Date, the City agrees that it will not enter into any development or redevelopment agreement to provide development incentives to any other hotel facility or project that would be in direct competition with the Hotel Facility and the Project. The Developer is authorized to commence applicable activities upon the Effective Date of this Agreement.

**ARTICLE III
CONDITIONS PRECEDENT TO THE
UNDERTAKINGS ON THE PART OF THE CITY**

Section 3.1. Conditions Precedent. The undertakings on the part of the City as set forth in Article IV of this Agreement are expressly contingent upon each of the following Sections of this Article III:

Section 3.2. Title to Property. The Developer shall have acquired fee simple title to the Property.

Section 3.3. Project Budget. The Developer has delivered to the City an itemized list of the estimated costs to complete the Project (the “**Project Budget**”), a copy of which is attached hereto as Exhibit C.

Section 3.4. Ability to Pay. The Developer shall have provided evidence, in a commercially reasonable form satisfactory to the City, of its ability to pay for the costs of the Project, as itemized in the Project Budget. Such evidence shall include: (i) a table showing the sources and use of funds

for the Project where the equity contribution of such sources is not less than \$3,025,000 as of the Project Occupancy Date; and (ii) an estimated return on investment.

Section 3.5. Construction Schedule. The Developer shall have delivered to the City a detailed construction schedule for the commencement and completion of the Project which shall include the Project Commencement Date and the Project Occupancy Date.

Section 3.6. Branding. The Developer shall have entered into an applicable franchise agreement to have the Hotel Facility operated and maintained as a Tapestry Collection by Hilton Properties brand for a period of not less than ten (10) years from and after the Project Occupancy Date.

Section 3.7. City Approvals. The Developer shall have obtained approval of the Project in accordance with all applicable laws, codes, rules, regulations and ordinances of the City, including without limitation all applicable subdivision, zoning, environmental, building code, historic preservation or any other land use regulations (collectively, the “City Codes”).

Section 3.8. Commitment to Undertake and Complete the Project. The Developer covenants and agrees to commence the Project on or before the Project Commencement Date and to have the Project completed on or before the Project Occupancy Date. The Developer recognizes and agrees that the City has sole discretion with regard to all approvals and permits relating to the Project, including but not limited to approval of any required permits and any failure on the part of the City to grant or issue any such required permit shall not give rise to any claim against or liability of the City pursuant to this Agreement. The City agrees, however, that any such approvals shall be made in conformance with the applicable City Codes and shall not be unreasonably denied, withheld, conditioned or delayed.

Section 3.9. Compliance with Agreement and Laws During Construction. The Developer shall at all times undertake the Project, including any related activities in connection therewith, in conformance with this Agreement and all applicable federal and state laws, rules and regulations and all City Codes.

Section 3.10. Prevailing Wages. The Developer acknowledges that the Illinois Department of Labor currently takes the position as a matter of its enforcement policy that the TIF Financing of the Project under this Agreement does not subject the Project to the Prevailing Wage Act unless the Project also receives funding from another public source. Neither the Developer nor the City intend for the Prevailing Wage Act to apply to the Project. The City makes no representation as to any such application of the Prevailing Wage Act to the Project, and any failure by the Developer to comply with the Prevailing Wage Act, if and to the extent subsequently found to be applicable by any legal authority having jurisdiction, shall not be deemed a “Default” under this Agreement. Notwithstanding the foregoing sentence, the Developer agrees to assume all responsibility for any such compliance (or noncompliance) with the Prevailing Wage Act in connection with the Project under this Agreement in the event of any action by any party to enforce its provisions.

Section 3.11. Contractors Owned by Minorities and Females. It is the policy of the Corporate Authorities of the City to promote and encourage the use by the Developer of contractors owned by “minorities” and/or “females” (as such terms are defined in the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/0.01 et seq.) in connection with

the Project. Toward this end, the Developer shall establish goals for contracting with contractors owned by minorities and females in connection with the Project, including a plan by which the Developer intends to meet these goals, and shall submit such plan to the City for review and approval.

Section 3.12. Additional Taxes. The Developer acknowledges that the City will be required to incur debt and issue Bonds in order to provide the funds necessary to meet the City's financial obligations to the Developer under Section 4.1(a) of this Agreement and to pay costs of issuance. In order to pay debt service on the Bonds, the City may be required to impose Additional Taxes upon the guests and customers of the Hotel Facility. The Developer agrees to cooperate with the City in this connection and to not raise any objection or legal challenge to the imposition of any such Additional Taxes.

Section 3.13. Total Project Costs. The Developer shall have spent not less than the Project Sub-Total amount set forth in the Project Budget, which amount shall expressly exclude any amount shown for contingency.

Section 3.14. Reasonable Efforts and Notice of Termination. The Developer shall use due diligence to timely satisfy the conditions set forth in this Article III above on or before the Project Occupancy Date, but if such conditions are not so satisfied or waived by the City, then the City may terminate this Agreement by giving written notice thereof to the Developer. In the event of such termination, this Agreement shall be deemed null and void and of no force or effect and neither the City nor the Developer shall have any obligation or liability with respect thereto.

ARTICLE IV

CITY'S COVENANTS AND AGREEMENTS

Section 4.1. City's TIF Funded Financial Obligations. The City shall have the obligations set forth in this Section 4.1 relative to financing Eligible Redevelopment Project Costs in connection with the Project. Subject to the terms, conditions and limitations set forth in this Section 4.1 immediately below, the City agrees to reimburse the Developer, or to pay as directed by the Developer, the amount as follows:

- (a) **Reimbursement Amount.** After the Project Occupancy Date and the Bond Issue Date and provided the Developer has (i) obtained final approval for the Hotel Facility to be operated and maintained as a Tapestry Collection by Hilton Properties brand and (ii) secured equity and/or permanent debt financing for the balance of the cost of the Project, the City shall provide to the Developer a cash payment or reimbursement in an amount equal to \$5,500,000 (the "**Reimbursement Amount**").
- (b) **Reimbursement Amount Limitation.** The City's obligation to provide the total amount of such Reimbursement Amount as described in part (a) of this Section 4.1 above is subject to the condition that such obligation shall not exceed the amount of Eligible Redevelopment Project Costs submitted by the Developer to the Economic Development Manager of the City for those Eligible Redevelopment Project Costs which have been incurred and paid. Any such submittal shall be supported by appropriate documentation, including, as applicable, receipts for paid bills or statements of suppliers, contractors or professionals, together with required

contractors' or material men's partial and final affidavits or lien waivers, as the case may be.

- (c) **Bond Issue Date.** The City agrees to issue and deliver the Bonds and cause the Bond Issue Date to occur as soon as reasonably possible after the Project Occupancy Date but in any event no later than sixty calendar (60) days from and after the Project Occupancy Date and to pay the Reimbursement Amount to the Developer within ten (10) calendar days of the Bond Issue Date.

Section 4.2. Improvement to West Green Street Right-of-Way. The City agrees at its sole cost and expense to improve the West Green Street Right-of-Way as depicted on Exhibit D attached hereto and made a part hereof by: (1) resurfacing all asphalt surfaces and (2) repairing, removing or replacing the landscape island located immediately south of the porte-cochere of the Hotel Facility on the Property.

Section 4.3. Urbana Enterprise Zone. The City confirms that the Property is within the City of Urbana/Champaign County Enterprise Zone and that the Project qualifies for a state sales tax exemption for eligible building materials purchased in connection with the rehabilitation, reconstruction, repair and remodeling of the Hotel Facility.

Section 4.4. Defense of Redevelopment Project Area. In the event that any court or governmental agency having jurisdiction over enforcement of the TIF Act and the subject matter contemplated by this Agreement shall determine that this Agreement, including the payment of the Reimbursement Amount to be paid or reimbursed by the City, is contrary to law, or in the event that the legitimacy of the Redevelopment Project Area is otherwise challenged before a court or governmental agency having jurisdiction thereof, the City will defend the integrity of the Redevelopment Project Area and this Agreement.

ARTICLE V
OTHER DEVELOPER COVENANTS

Section 5.1. Continuing Compliance with Laws. The Developer agrees that in the continued use, occupation, operation and maintenance of the Hotel Facility and the Property, the Developer will comply with all applicable federal and state laws, rules, regulations and all applicable City Codes and other ordinances.

Section 5.2. Tax and Related Payment Obligations. The Developer agrees to pay and discharge, promptly and when the same shall become due, all general ad valorem real estate taxes and assessments, all applicable interest and penalties thereon, and all other charges and impositions of every kind and nature which may be levied, assessed, charged or imposed upon the Property or any part thereof that at any time shall become due and payable upon or with respect to, or which shall become liens upon, any part of the Property. The Developer, including any others claiming by or through it, also hereby covenants and agrees not to file any application for property tax exemption for any part of the Property or the Project or any part thereof under any applicable provisions of the Property Tax Code of the State of Illinois (35 ILCS 200/1-1 et seq.), as supplemented and amended, unless the City and the Developer shall otherwise have first entered into a mutually acceptable agreement under and by which the Developer shall have agreed to make a payment in lieu of taxes to the City, it being mutually acknowledged and understood by both the City and the Developer that any

such payment of taxes (or payment in lieu thereof) by the Developer is a material part of the consideration under and by which the City has entered into this Agreement. This covenant of the Developer shall be a covenant that runs with the land being the Property upon which the Project is undertaken and shall be and remain in full force and effect during the term of this Agreement and following its expiration or termination, as the case may be, until December 31, 2044, upon which date this covenant shall terminate and be of no further force or effect (and shall cease as a covenant binding upon or running with the land) immediately, and without the necessity of any further action by City or Developer or any other party; provided, however, upon request of any party in title to the Property, the City shall execute and deliver to such party an instrument, in recordable form, confirming for the record that this covenant has terminated and is no longer in effect.

Section 5.3. Restaurant Obligation. The Developer agrees that it shall operate and maintain within the Hotel Facility a restaurant as required by Franchisor for a period of not less than ten (10) years from and after the Project Occupancy Date.

Section 5.4. Branding Obligation. The Developer agrees that it shall continuously operate and maintain the Hotel Facility as a Tapestry Collection by Hilton Properties brand for a period of not less than ten (10) years from and after the Project Occupancy Date.

ARTICLE VI

DEFAULTS AND REMEDIES

Section 6.1. Events of Default. The occurrence of any one or more of the events specified in this Section 6.1 shall constitute a “Default” under this Agreement.

By the Developer:

(1) The furnishing or making by or on behalf of the Developer of any statement or representation in connection with or under this Agreement that is false or misleading in any material respect;

(2) The failure by the Developer to timely perform any term, obligation, covenant or condition contained in this Agreement and/or the Loan Documents;

By the City:

(1) The failure by the City to pay the Reimbursement Amount when it becomes due and payable in accordance with the provisions of this Agreement; and

(2) The failure by the City to timely perform any other term, obligation, covenant or condition contained in this Agreement.

Section 6.2. Rights to Cure. The party claiming a Default under Section 6.1 of this Agreement (the “Non-Defaulting Party”) shall give written notice of the alleged Default to the other party (the “Defaulting Party”) describing the nature of the Default complained of and the term or provision of this Agreement which the Non-Defaulting Party believes is in default. Except as required to protect against immediate, irreparable harm, the Non-Defaulting Party may not institute proceedings or otherwise exercise any right or remedy against the Defaulting Party until thirty (30) days after having given such notice, provided that in the event a Default is of such nature that it will take more than thirty (30) days to cure or remedy, such Defaulting Party shall have an additional

period of time reasonably necessary to cure or remedy such Default provided that such Defaulting Party promptly commences and diligently pursues such cure or remedy. During any such period following the giving of notice, the Non-Defaulting Party may suspend performance under this Agreement until the Non-Defaulting Party receives written assurances from the Defaulting Party, deemed reasonably adequate by the Non-Defaulting Party, that the Defaulting Party will cure or remedy or has cured or remedied the Default and remain in compliance with its obligations under this Agreement. A Default not cured or remedied or otherwise commenced and diligently pursued within thirty (30) days as provided above shall constitute a “Breach” under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any Default or any Breach shall not operate as a waiver of any such Default, Breach or of any other rights or remedies it may have as a result of such Default or Breach.

Section 6.3. Remedies. Upon the occurrence of a Breach under this Agreement by the Developer, the City shall have the right to terminate this Agreement by giving written notice to the Developer of such termination and the date such termination is effective. Except for such right of termination by the City, the only other remedy available to either party upon the occurrence of a Breach under this Agreement by the Defaulting Party shall be to institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such Breach, including but not limited to legal proceedings to compel any action for specific performance, or other appropriate equitable relief. Notwithstanding anything herein to the contrary, the sole remedy of the Developer upon the occurrence of a Breach by the City under any of the terms and provisions of this Agreement shall be to institute legal action against the City for specific performance or other appropriate equitable or legal relief and under no circumstances shall the City be liable to the Developer for any indirect, special, consequential or punitive damages, including without limitation, loss of profits or revenues, loss of business opportunity or production, cost of capital, claims by customers, fines or penalties, whether liability is based upon contract, warranty, negligence, strict liability or otherwise, under any of the provisions, terms and conditions of this Agreement.

Section 6.4. Costs, Expenses and Fees. Upon the occurrence of a Default or Breach which requires either party to undertake any action to enforce any provision of this Agreement, the Defaulting Party shall pay upon demand all of the Non-Defaulting Party’s charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party’s obligations under this Agreement or in any litigation, negotiation or transaction in connection with this Agreement in which the Defaulting Party causes the Non-Defaulting Party, without the Non-Defaulting Party’s fault, to become involved or concerned.

ARTICLE VII
RELEASE, DEFENSE AND INDEMNIFICATION OF CITY

Section 7.1. Declaration of Invalidity. Notwithstanding anything herein to the contrary, the City, its Corporate Authorities, elected and appointed officials, agents, employees and independent contractors shall not be liable to the Developer for damages of any kind or nature whatsoever or otherwise in the event that all or any part of the TIF Act, or any of the TIF Ordinances or other ordinances of the City adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, shall be declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants

and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof; provided that nothing in this Section 7.1 shall limit otherwise permissible claims by the Developer against the Fund or actions by the Developer seeking specific performance of this Agreement or other relevant contracts, if any, in the event of a Breach of this Agreement by the City.

Section 7.2. Damage, Injury or Death Resulting from Project. The Developer releases from and covenants and agrees that the City and its Corporate Authorities, elected and appointed officials, agents, employees and independent contractors shall not be liable for, and agrees to indemnify, defend, and hold harmless the City, its Corporate Authorities, elected and appointed officials, agents, employees and independent contractors thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from the Project, except as such may be caused by the intentional conduct, gross negligence, negligence or other acts or omissions of the City, its Corporate Authorities, officials, agents, employees or independent contractors that are contrary to the provisions of this Agreement.

Section 7.3. Damage or Injury to Developer and Others. The City and its Corporate Authorities, elected and appointed officials, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or any of its officers, agents, independent contractors or employees or of any other person who may be about the Property or the Project due to any act of negligence of any person, except as such may be caused by the intentional misconduct or gross negligence of the City, its Corporate Authorities, officials, agents, employees, or independent contractors that are contrary to the provisions of this Agreement.

Section 7.4. No Personal Liability. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its Corporate Authorities, officials, agents, employees or independent contractors in their individual capacities. No member of the Corporate Authorities, elected or appointed officials, agents, employees or independent contractors of the City shall be personally liable to the Developer (i) in the event of a Default or Breach by any party under this Agreement, or (ii) for the payment of any Reimbursement Amount which may become due and payable under the terms of this Agreement.

Section 7.5. City Not Liable for Developer Obligations. Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer for damages of any kind or nature whatsoever arising in any way from this Agreement, from any other obligation or agreement made in connection therewith or from any Default or Breach by the Developer under this Agreement; provided that nothing in this Section 7.5 shall limit otherwise permissible claims by the Developer against the Fund or actions by the Developer seeking specific performance of this Agreement or other relevant contracts in the event of a Breach of this Agreement by the City.

Section 7.6. Actions or Obligations of Developer. The Developer agrees to indemnify, defend and hold harmless the City, its Corporate Authorities, elected and appointed officials, agents, employees and independent contractors, from and against any and all suits, claims and cost of attorneys' fees, resulting from, arising out of, or in any way connected with (i) any of the Developer's obligations under or in connection with this Agreement, (ii) the rehabilitation, reconstruction, repair or remodeling of the Project, (iii) the Developer's compliance with the Prevailing Wage Act if, as, and when applicable to the Project and (iv) the negligence or willful misconduct of the Developer, its officials, agents, employees or independent contractors in connection with the Project, except as such

may be caused by the intentional conduct, gross negligence, negligence or breach of this Agreement by the City, its Corporate Authorities, officials, agents, employees or independent contractors.

Section 7.7. Environmental Covenants. To the extent permitted by law, the Developer agrees to indemnify, defend, and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from: (i) any release or threat of a release, actual or alleged, of any hazardous substances, upon or about the Property or respecting any products or materials previously, now or thereafter located upon, delivered to or in transit to or from the Property regardless of whether such release or threat of release or alleged release or threat of release has occurred prior to the date hereof or hereafter occurs and regardless of whether such release occurs as a result of any act, omission, negligence or misconduct of the City or any third party or otherwise; (ii) (A) any violation now existing (actual or alleged) of, or any other liability under or in connection with, any environmental laws relating to or affecting the Property, or (B) any now existing or hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Property, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen prior to the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the City or any third party or otherwise; (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any hazardous substances on or about or allegedly on or about the Property; or (iv) any breach, falsity or failure of any of the representations, warranties, covenants and agreements of the like. For purposes of this paragraph, "hazardous materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 5101 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, or regulation.

Section 7.8. Notification of Claims. Not later than thirty (30) days after the Developer becomes aware, by written or other overt communication, of any pending or threatened litigation, claim or assessment, the Developer will, if a claim in respect thereof is to be made against the Developer which affects the Property or any of the Developer's rights or obligations under this Agreement, notify the City of such pending or threatened litigation, claim or assessment, but any omission so to notify the City will not relieve the Developer from any liability which it may have to the City under this Agreement.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Entire Agreement and Amendments. This Agreement (together with Exhibits A and B attached hereto) constitutes the entire agreement by and between the City and the Developer relating to the subject matter hereof. This Agreement supersedes all prior and contemporaneous

negotiations, understandings and agreements, whether written or oral, and may not be modified or amended except by a written instrument executed by both the City and the Developer.

Section 8.2. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the City and the Developer and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to either the City or the Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the City or the Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

Section 8.3. Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement.

Section 8.4. Special and Limited Obligation. This Agreement shall constitute a special and limited obligation of the City according to the terms hereof. This Agreement shall never constitute a general obligation of the City to which its credit, resources or general taxing power are pledged.

Section 8.5. Time and Force Majeure. Time is of the essence of this Agreement; provided, however, neither the Developer nor the City shall be deemed in Default with respect to any performance obligations under this Agreement on their respective parts to be performed if any such failure to timely perform is due in whole or in part to the following (which also constitute "unavoidable delays"): any strike, lock-out or other labor disturbance (whether legal or illegal, with respect to which the Developer, the City and others shall have no obligations hereunder to settle other than in their sole discretion and business judgment), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, acts of God or third parties, or any other cause beyond the reasonable control of the Developer or the City.

Section 8.6. Waiver. Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing and duly executed by the party giving such waiver. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 8.7. Cooperation and Further Assurances. The City and the Developer covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the City or the Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

Section 8.8. Notices and Communications. All notices under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail in a properly addressed envelope and sent by registered or certified mail,

postage prepaid, return receipt requested, (b) personally delivered, or (c) sent by a nationally recognized overnight courier, delivery charge prepaid. All requests, claims or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given in the manner specified in clauses (a), (b) or (c) above or when the same are: (d) sent by email transmission confirmed by email reply or other writing as being actually received. In each case, all such notices, requests, claims or other communications shall be sent or delivered to the City and the Developer at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

- (i) In the case of the Developer, to:
 Marksons Affiliates, LLC
 2138 Rose Theatre Circle
 Olney, MD 20832
 Attn: Samuel M. Spiritos
 Tel: (240) 997-6171
 Email: sspiritos@srgpe.com

- (ii) In the case of the City, to:
 City of Urbana, Illinois
 400 South Vine Street
 Urbana, IL 61801
 Attn: Economic Development Manager
 Tel: (217) 328-8270
 Email: bsboys@urbanaininois.us

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 8.9. Assignment. The Developer agrees that it shall not sell, assign or otherwise transfer the Hotel Facility or any of its rights and obligations under this Agreement without the prior express written consent of the City, except that: (i) any assignment of the Reimbursement Amount under this Agreement as collateral for financing the Project, (ii) any related sale, assignment or transfer of this Agreement in whole to a legal entity having common ownership with the Developer; or (iii) any sale, assignment or transfer of the Hotel Facility under circumstances where the Tapestry Collection by Hilton Properties brand will be maintained in accordance with this Agreement, may be made without the prior written consent of the City. Except as authorized in this Section above, any assignment in whole or in part shall be void and shall, at the option of the City, terminate this Agreement. No such sale, assignment or transfer as authorized in this Section, including any with or without the City's prior written consent, shall be effective or binding on the City, however, unless and until the Developer delivers to the City a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the assumption of all the applicable covenants, agreements, terms and provisions of this Agreement by the applicable parties thereto.

Section 8.10. Successors in Interest. Subject to Section 8.9 above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respectively authorized successors, assigns and legal representatives (including successor Corporate Authorities).

Section 8.11. No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of either of the City or the Developer shall be construed by either of the City, the Developer or any third party to create the relationship of a partnership, agency, or joint venture between or among the City and any party being the Developer.

Section 8.12. Illinois Law; Venue. This Agreement shall be construed and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by any party to enforce any of the provisions of this Agreement, the venue for any such action or proceeding shall be in Champaign County, Illinois, whether in the United States District Court for the Central District of Illinois or the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois.

Section 8.13. Term. Unless earlier terminated pursuant to the terms hereof, this Agreement shall be and remain in full force and effect from and after the Effective Date and shall terminate no later than the earlier of the full repayment of the Bonds or twenty (20) years after the Project Occupancy Date, provided, however, that anything to the contrary notwithstanding, the Developer's obligations under Section 5.2 and Article VII of this Agreement shall be and remain in full force and effect in accordance with the express provisions thereof.

Section 8.14. Construction of Agreement. This Agreement has been jointly negotiated by the parties and shall not be construed against a party because that party may have primarily assumed responsibility for preparation of this Agreement.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed by their duly authorized officers or manager(s) as of the date set forth below.

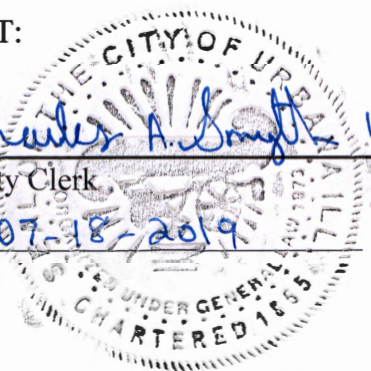
**CITY OF URBANA, CHAMPAIGN COUNTY,
ILLINOIS**

By: *Hiane Wolfe Martin*
Mayor

ATTEST:

By: *Charles A. Smyth* *by Wendy Sue*
City Clerk *Deputy Clerk*

Date: *07-18-2019*



MARKSONS AFFILIATES, LLC

By: *SM*
Samuel M. Spiritos, Manager

Date: *July 17, 2019*

[Exhibits A, B and C follow this page and are an integral part of this Agreement in the context of use.]

EXHIBIT A**Additional Project Elements**

The **PROJECT** shall include or result in:

- a. Complete renovation of the hotel and grounds located on the Property
- b. Hilton Tapestry branding, facility standards and customer experience
- c. Preservation of historic elements, as required
- d. Commercial activation of at least 120 hotel rooms, a restaurant, bar, ballroom, conference center, and meeting rooms
- e. Renovation of common areas, lobby, elevators, and all guest/customer amenity spaces
- f. Renovated and redesigned interior with new furniture, fixtures, and equipment
- g. Renovated exterior, resurfaced parking lot, and landscaped grounds
- h. Oversight of the design, preconstruction, bidding and construction phases of the Project
- i. Payment of all costs associated with all site preparation of the Property

EXHIBIT B

Description of Property

Commonly known as 210 S Race Street, Urbana, Illinois.

PINs: 92-21-17-212-003; 92-21-17-212-001; 92-21-17-212-017 and 92-21-17-212-012

EXHIBIT C

Project Budget

DESCRIPTION OF ITEM	Budget
Construction	
General Contractor (Total)	\$ 9,734,587
<i>General Conditions</i>	\$ 209,050
<i>Exterior</i>	\$ 1,685,000
<i>Public Areas</i>	\$ 2,651,750
<i>Corridors</i>	\$ 234,446
<i>Guestrooms</i>	\$ 813,942
<i>Bathrooms</i>	\$ 842,427
<i>Elevators</i>	\$ 856,500
<i>Life Safety</i>	\$ 600,000
<i>Mechanical</i>	\$ 325,000
<i>Plumbing</i>	\$ 475,000
<i>Soft Costs, Freight, Insurance</i>	\$ 490,458
<i>Contractor Fee</i>	\$ 551,014
Landscaping/Sidewalks/Parking	\$ 100,000
Low Voltage	\$ 75,000
Environmental abatement (allowance)	\$ 200,000
Sub-Total: Construction	\$ 10,109,587
Furniture, Fixtures and Equipment (FF&E)	
FFE (with tax and freight)	\$ 2,560,000
Signage-Exterior	\$ 75,000
Signage-interior	\$ 30,000
Operations equipment (PMS/POS etc.)	\$ 250,000
Kitchen Equipment	\$ 300,000
OSE	\$ 384,000
Phone system	\$ 50,000
Sub-Total: FF&E	\$ 3,649,000
Consultants, Permits & Inspection Fees	
Architect /Interior incl MEP	\$ 365,000
Architect /Interior expenses	\$ 35,000
Procurement of FF&E	\$ 145,960
Procurement of FF&E expenses	\$ 5,000
3rd PPM (H-CPM)	\$ 343,965
3rd PPM (WL)	\$ 206,379
3rd PPM expenses	\$ 35,000
Other Consultant (Due Diligence)	\$ 183,340
Other Consultant expenses during Construction	\$ 45,000
Sub-Total: Consultants	\$ 1,364,643
Project Sub-Total	\$ 15,123,230
Contingency	
Total Contingency, inclusive of up to 4% Developer Fee	\$ 2,722,181
Sub-Total: Contingency	\$ 2,722,181
PROJECT TOTAL	\$ 17,845,412

