



DATE: Tuesday, November 26, 2024
TIME: 6:00 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.](#) September 24, 2024 – Public Hearing
- [2.](#) September 24, 2024 – Regular Meeting

C. Additions to Agenda

D. Public Input

E. Presentations

F. Staff Report

- [1.](#) Staff Briefing

G. Unfinished Business

H. New Business

- [1.](#) A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Regarding the use of HOME Funds on Behalf of the City of Champaign, Illinois (Parker Glen Phase II, FY 2024-2025)
- [2.](#) A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Rental Housing Developer Agreement (Woda Cooper Companies, Inc., FY 2024-2025)

I. 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@urbanaillinois.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



MINUTES

COMMUNITY DEVELOPMENT COMMISSION PUBLIC HEARING

Tuesday, September 24, 2024, City Council Chambers

400 South Vine Street, Urbana, IL 61801

Call to Order: At 6:01 p.m., Chairperson Anne Heinze-Silvis called the meeting to order.

Roll Call: The roll was called by Cameron Messmer

Commission Members Present: Anne Heinze-Silvis, Chris Diana, DeShawn Williams, and Patricia Jones

Commission Members Excused/Absent: Rev. Robert Freeman

Others Present: Cameron Messmer, Community Development Specialist; Nick Olsen, Community Development Coordinator; Kevin Garcia and Andrea Ruedi of Imagine Urbana; Betsy Barclay, City of Champaign

Staff Presentation:

Nick Olsen, City of Urbana – 2023-2024 Consolidated Annual Performance Evaluation Report (CAPER)

Mr. Olsen outlined the 2023-2024 CAPER focusing on funding for CDBG and HOME programs during the program year, as well as measured outcomes

-Mr. Olsen explained that some accomplishments are reported as incomplete due to the CAPER only reported on completed activities, not in-progress projects.

General discussion of the CAPER followed, including clarification on formatting of the CAPER and plans for remaining fund balances.

Nick Olsen & Betsy Barclay – Upcoming Con Plan & Action Plan

Mr. Olsen and Ms. Barclay provided an overview of the upcoming Consolidated Plan process, explaining how the Plan guides the use of HOME and CDBG funds over the next five years. They outlined the timeline for completing the Plan, as well as outreach being undertaken to inform the Plan, including:

- Attending community outreach events
- Providing surveys to public with questions relating to community wants/needs, surveys also available online via QR Code
- Consultations with local service providers

Public Input: None

Audience Participation: None

Adjournment: At 6:43 p.m., Chairperson Anne Heinze-Silvis adjourned the public hearing.

Recorded by:
Cameron Messmer
Community Development Specialist



MINUTES

COMMUNITY DEVELOPMENT COMMISSION PUBLIC HEARING

24, September, 2024, City Council Chambers

400 South Vine Street, Urbana, IL 61801

Call to Order: At 6:44 p.m., Chairperson Anne Heinze-Silvis called the meeting to order.

Commission Members Present: Anne Heinze-Silvis, Chris Diana, DeShawn Williams, and Patricia Jones

Commission Members Excused/Absent: Rev. Robert Freeman

Others Present: Cameron Messmer, Community Development Specialist; Nick Olsen, Community Development Coordinator; Kevin Garcia and Andrea Ruedi of Imagine Urbana

Staff Presentation:

Imagine Urbana representative Andrea Ruedi, Senior Advisor for Integrated Strategy Development and Principal Planner Kevin Garcia discussed the draft Imagine Urbana Comprehensive Plan's goals, focusing on the following as they pertain to the Community Development Commission:

- Quality of Life
- Sensible Growth
- Services and Infrastructure
- Mobility

More specifically, goals include:

1. Preserve and enhance the character of Urbana's established residential neighborhoods.
2. New developments in an established neighborhood will be compatible with the overall urban design and fabric of that neighborhood.
3. New developments should be consistent with Urbana's unique character.
4. Promote a balanced and compatible mix of land uses that will help create long-term, viable neighborhoods.
5. Ensure land use patterns conserve energy.

Mr. Garcia and Ms. Ruedi explained that the Plan website (located at: <http://imagineurbana.com>) includes the complete draft Comprehensive Plan, a Community Outreach Summary (originally published in 2022), and information about spending priorities.

General discussion followed, including details on outreach that was conducted for Imagine Urbana, as well as the relationship of the Comprehensive Plan to the Zoning Ordinance.

Public Input:

None

Audience Participation:

None

Adjournment: At 7:30, Chairperson Anne Heinze-Silvis adjourned the meeting.

Recorded by:

Cameron Messmer

Community Development Specialist



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

GRANTS MANAGEMENT DIVISION

TO: Community Development Commission Members
FROM: Breaden Belcher, Grants Division Manager
DATE: November 26, 2024
SUBJECT: Staff Briefing

Grants Management Division Activities

- Consolidated Plan Update—Survey Available Until December 1, 2024

COMMUNITY NEEDS SURVEY

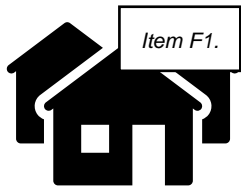
The City of Urbana Grants Management Division welcomes your input on local housing needs and other community issues.

Please take our Community Needs Survey by December 1st, 2024.

This survey will inform the 2025-2029 Urbana HOME Consortium Consolidated Plan, which outlines needs and goals for local use of federal funds for housing and other community services. The City values your input on how to prioritize spending.

To participate, **please complete the survey by scanning the QR Code on this postcard**, or by visiting the following link:
<https://forms.gle/fYhjNLH86WJB CDWu5>

Comments may also be submitted by email at
grants@urbanailinois.us



**URBANA
HOME
CONSORTIUM**





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

MEMORANDUM TO THE COMMUNITY DEVELOPMENT COMMISSION

Meeting: November 26, 2024 Community Development Commission Regular Meeting

Subject: A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Regarding the use of HOME Funds on Behalf of the City of Champaign, Illinois (Parker Glen Phase II, FY 2024-2025)

A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Rental Housing Developer Agreement (Woda Cooper Companies, Inc. FY 2024-2025)

Summary

Action Requested

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

Brief Background

The attached Resolutions authorize staff to execute agreements with the City of Champaign and Wode Cooper Companies, Inc. for the development of affordable housing as part of the Parker Glen Phase II development project. Under the terms of the agreements, which are included in this packet, the Urbana HOME Consortium will commit up to \$50,000 in City of Champaign HOME funds for the construction of two residential buildings comprised of 56 one, two, and three bedroom apartments. The affordable housing development will be located in the City of Champaign.

Discussion

Impact on Core Services

There will be no impact on core City services as a result of executing these agreements.

Strategic Goals & Plans

The completion of Parker Glen Phase II will further the City's affordable housing goals as described in the [City of Urbana and Urbana HOME Consortium Consolidated Plan for FY 2020-2024, and Annual Action Plan for FY 2024-2025](#).

Previous Council Actions

The Urbana HOME Consortium has invested City of Champaign HOME funds into affordable housing developments before. Most recently, Council approved Resolutions [2024-08-056R](#) and [2024-08-057R](#) committing up to \$1,043,000 in Champaign HOME funds to Bristol Place Seniors Residences.

Additional Background Information

The funds committed under the terms of the enclosed agreements come from the City of Champaign's portion of prior year HOME funds. The funds were designated to the City of Champaign in the Urbana HOME Consortium's 2024-2025 Annual Action Plan, pursuant to HUD regulations. As lead entity of the Urbana HOME Consortium, the City of Urbana is responsible for executing all HOME program agreements.

The total project cost for Parker Glen is estimated to be \$18,757,552. The City of Champaign and Woda Cooper Companies, Inc are required to contribute a minimum of \$12,500 in matching funds to this project. The anticipated construction start date is April 2025, with a target completion date of June, 2026.

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

# Of Bedrooms	Low HOME Rent
1	\$846
2	\$967
3	\$1,335

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

Recommendation

Staff recommend the Community Development Commission forward the Resolutions to the City of Urbana Committee of the Whole a recommendation of approval as part of the consent agenda.

Attachments

1. A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Regarding the use of HOME Funds on Behalf of the City of Champaign, Illinois (Parker Glen Phase II, FY 2024-2025)
2. Urbana HOME Consortium Subrecipient Agreement Regarding the Use of HOME Funds on Behalf of the City of Champaign, Illinois (Parker Glen Phase II, FY 2024-2025)

3. A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Rental Housing Developer Agreement (Woda Cooper Companies, Inc., FY 2024-2025)
4. Urbana HOME Consortium Rental Housing Developer Agreement (Woda Cooper Companies, Inc., LP FY 2024-2025)

RESOLUTION NO. _____

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

(Parker Glen Phase II, FY 2024-2025)

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

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Urbana, Illinois, as follows:

Section 1. That the Urbana City Council hereby approves the attached Subrecipient Agreement in substantially the same form as attached hereto.

Section 2. That the Subrecipient Agreement regarding the use of HOME funds on behalf of the city of Champaign, Illinois, in substantially the form of the copy of said Subrecipient Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 3. 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 Subrecipient 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:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

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

Diane Wolfe Marlin, Mayor

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

(Parker Glen Phase II, FY 2024-2025)

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, due to the nature of the anticipated use of funds stemming from Grant Numbers M-23-DC-17-0217 (FY 2023-2024 HOME Allocation), and M-24-DC-17-0217 URBANA and CHAMPAIGN have determined that it is mutually beneficial to have URBANA disburse HOME funds for HOME-eligible activities in the City of Champaign; and

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

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

CHAMPAIGN agrees that URBANA shall take full responsibility for committing and expending HOME funds not to exceed \$50,000 stemming from the Urbana HOME Consortium's HOME Program allocations from Fiscal Years 2023-2024, and 2024-2025. URBANA agrees to commit these funds to the new construction of affordable rental units as part of Parker Glen Phase II ("PROJECT"). The units assisted with HOME funds through the funds governed by this AGREEMENT ("CITY HOME ASSISTED UNITS") shall be established as specific units with fixed addresses.

2. Responsibilities

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

6. Comply with Section 8 Housing Choice Voucher regulations when renting to any participating tenant;
 7. Exercise affirmative marketing of the units when vacated;
 8. Complete the Urbana HOME Consortium Affirmative Marketing Plan, attached to this agreement as Exhibit A.
- iii. Match: CHAMPAIGN must submit documentation of qualified matching funds and source of funds to URBANA in accordance with the HOME Program requirements at 24 CFR 92.220. Qualified matching funds must total at least **\$12,500.**
- b. URBANA agrees that it shall be responsible for satisfying all other requirements of the HOME Program related to the commitment and expenditure of HOME funds as part of the PROJECT, as well as monitoring of the PROJECT at regular intervals following completion.
- 3. Miscellaneous Provisions**
- a. This AGREEMENT may not be amended without URBANA approval. Any amendment to this AGREEMENT must be in writing and signed by a duly authorized representative of both organizations. Such amendment(s) shall not invalidate this AGREEMENT, nor relieve or release URBANA or CHAMPAIGN from its obligations under this AGREEMENT. However, URBANA may amend this AGREEMENT without **CHAMPAIGN** approval, to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment(s) results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this AGREEMENT, such modifications will be incorporated only by written amendment signed by both URBANA and CHAMPAIGN.
 - b. This AGREEMENT is made subject to financial assistance agreements between URBANA and the United States Department of Housing and Urban Development (HUD), with the rights and remedies of the parties hereto being in accordance with this AGREEMENT.
 - c. Unless determined by the URBANA pursuant to the terms of this AGREEMENT above, this AGREEMENT will remain in effect for the Affordability Period of the PROJECT as required by Federal regulation under the HOME Program, and as required by applicable record keeping requirements.
 - d. Funds identified as Program Income and collected by URBANA shall be accounted for and reported to HUD as required by Federal regulations. URBANA shall be permitted to use Program Income stemming from the funds referred to in Section 1 of this AGREEMENT on projects or activities of its choosing.

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

4. Enforcing of Agreement

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

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

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

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

DRAFT

CITY OF URBANA

By: _____ Date: _____
Diane Wolfe Marlin, Mayor

Attest: _____ Date: _____

CITY OF CHAMPAIGN

By: _____ Date: _____
Title:

Attest: _____ Date: _____

DRAFT

RESOLUTION NO. _____

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

(Woda Cooper Companies, Inc. FY 2024-2025)

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

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Urbana, Illinois, as follows:

Section 1. That the Urbana City Council hereby approves the attached Developer Agreement in substantially the same form as attached hereto.

Section 2. That the Developer Agreement providing up to \$50,000 in HOME Program funds, for the creation of one (1) affordable rental unit, between the City of Urbana, on behalf of the Urbana HOME Consortium, and Woda Cooper Companies, Inc. in substantially the same form of the copy of said Developer Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 3. 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 Developer 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:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

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

Diane Wolfe Marlin, Mayor

This instrument was prepared by:

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

After recording, return to:

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

**URBANA HOME CONSORTIUM
RENTAL HOUSING DEVELOPER AGREEMENT**
Woda Cooper Companies, Inc. FY 2024-2025

THIS RENTAL HOUSING DEVELOPER AGREEMENT is made by and between the City of Urbana, Illinois, a municipal corporation of the State of Illinois (“LENDER”), having its principal offices at 400 S. Vine Street, Urbana, IL 61801, and **Woda Cooper Companies, Inc.**, having a principal place of business at 500 S Front St., 10th Floor, Columbus, OH 43215 (“BORROWER”).

BACKGROUND

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

The City of Urbana, the City of Champaign, and Champaign County have been jointly designated as a Participating Jurisdiction by the U. S. Department of Housing and Urban Development (“HUD”) for purposes of receiving HOME funds in the name of the Urbana HOME Investment Partnerships Consortium (the “HOME Consortium”) under provisions of Title II of the National Affordable Housing Act.

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

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

The BORROWER has submitted a proposal to the LENDER for assistance to construct a number of affordable rental dwelling units (the “PROJECT”) on a property (the “PROPERTY”) commonly known as Paker Glen Phase II, and more particularly described in the legal description included as Exhibit A.

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

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

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

The BORROWER, after said evaluation and assessment of the PROJECT by the LENDER, and having been fully informed regarding the requirements of the HOME Program, is committed to commencing construction of said PROJECT on or before April 25, 2025, and with the assistance of HOME Program funds, completing construction on or before June 30, 2026, in accordance with the Project Completion Schedule in Exhibit C. The BORROWER has made necessary arrangements to provide any required matching private contribution towards the cost of said PROJECT.

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

Therefore, the parties agree as follows.

USE of HOME Funds

The LENDER shall lend the BORROWER an amount not to exceed **\$50,000** (from the LENDER's federal HOME Program allocation from Fiscal Years 2023-2024, and 2024-2025 to assist with the construction of one (1) affordable rental dwelling units (the "CITY HOME ASSISTED UNITS") out of a total of fifty (50) dwelling units (the "PROJECT HOME ASSISTED UNITS") in the PROJECT that will be assisted with HOME funds on the PROPERTY. The PROPERTY is legally described in Exhibit A, which is attached to this agreement. The BORROWER shall comply with the following requirements:

- a.) Complete work on the PROJECT in accordance with the following documents:

1. Scope of Work/Project Description including the schedule attached hereto as Exhibit B.
2. The Budget, attached hereto as Exhibit C.
3. The plans, drawings and specifications, as submitted to, and after the date hereof, approved by, the City of Champaign.

b.) After the date hereof, secure legal possession of the PROPERTY by means of fee simple title.

HOME PROJECT Requirements

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

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

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

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

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

- d.) CITY HOME ASSISTED UNIT Designation: The parties have designated one (1) floating units as the CITY HOME ASSISTED UNITS. The units that are designated as the CITY HOME ASSISTED UNITS may change over time, as long as the total number of CITY HOME ASSISTED UNITS is no greater or less than one (1) at any given time. The CITY HOME ASSISTED UNITS shall remain comparable to the non-assisted units over the affordability period in terms of size and features included in other units.
- e.) Increases in Tenant Income: When the income of a tenant occupying a Low HOME rent unit increases over 50 percent of the area median income, but does not exceed 80 percent of the area median income, the unit that is occupied by the over-income tenant is considered a Low HOME rent unit until a comparable unit can be substituted. The rent of the tenant whose income has gone above 50 percent of area median income must not exceed the Low HOME rent limit while the unit has a Low HOME rent unit designation. To restore compliance, the BORROWER must rent the next available High HOME rent unit to a very low-income tenant. The unit is redesignated as a Low HOME rent unit. Once this unit has been redesignated as a Low HOME rent unit, the unit with the over-income tenant may be redesignated as a High HOME unit, and the tenant's rent may be increased up to the High HOME rent limit for the unit. This process should not increase the number of assisted units. When a tenant's income increases above 80 percent of the area median income, the tenant's rent must be adjusted so that the over-income tenant pays 30 percent of its adjusted income for rent and utilities; rent is capped at market rent for comparable, unassisted units in the neighborhood in projects with floating HOME units. If the loan is being made available for units that have been allocated a low-income housing tax credit by IHDA pursuant to Section 42 of the Internal Revenue Code, and if and so long as applicable regulations under the HOME Program allow an exemption, such rental increase requirements will defer to the requirements of the low-income housing tax credit. This rule only applies to over-income tenants in existing assisted units. BORROWER may not defer to LIHTC rents in HOME units when initially developing assisted units. When tenants receive additional subsidy through rental assistance programs such as Section 8, HOME requirements shall be followed, which allow the rent to be raised to the rental assistance program limit only if the tenant pays no more than 30% of adjusted income, the subsidy is project-based (not tenant-based), and the tenant's income is less than 50% of the area median income.

- f.) Leasing: All leases between the BORROWER and tenants residing in a CITY HOME ASSISTED UNIT will be for not less than one (1) year in duration and will comply with and not contain any lease provisions prohibited by 24 CFR 92.253, as amended. BORROWER may not terminate the tenancy or refuse to renew the lease of a tenant in a CITY HOME ASSISTED UNIT except in the circumstances identified in 24 CFR 92.253(c). BORROWER must adopt written tenant selection policies and criteria for the PROJECT that meet the requirements listed at 24 CFR 92.253(d).
- g.) Certification of Tenants' Income: The BORROWER shall submit or cause to be submitted to the LENDER within ninety (90) days of its fiscal year end the income records of all tenants that are or have been occupying CITY HOME ASSISTED UNITS within the preceding twelve (12) months, and verifying that those tenants meet the income guidelines set forth herein, or in the case of existing tenants in said CITY HOME ASSISTED UNITS whose income has increased above eighty percent (80%) of area median income, as defined annually by HUD, that the BORROWER has complied with applicable HOME Program regulations in filling the next available vacant units. BORROWER shall calculate tenant or potential tenant income using the Part V (Section 8) Method, while calculating income from assets as required by the HOME PROGRAM. Recertification of tenant income shall be done in accordance with the more stringent of either the HOME PROGRAM or LIHTC Program requirements.
- h.) Non-Discrimination Against Subsidy Holders: The BORROWER shall not, in the provision of services, or in any other manner, discriminate against any person on the basis of age, race, color, creed, religion, sex, disability, familial status or national origin.
- i.) Matching Funds: Matching funds in at least the amount of \$12,500 must be provided by the BORROWER.

Other Program Requirements

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

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

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

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

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

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

Property Standards

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

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

Federal Program Requirements

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

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

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

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

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

e.) Debarment & Suspension:

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

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

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

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

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

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

- h.) Air and Water: The BORROWER shall comply with the following requirements insofar as they apply to the performance of this agreement: Clean Air Act, 42 U.S.C. 7401, *et seq.*, as amended; Federal Water Pollution Control Act, 33 U.S.C. 1251, *et seq.*, as amended, including Section 308 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 308, and all regulations and guidelines issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- i.) Uniform Administration Requirements: The BORROWER agrees that it is subject to, and will comply with, the uniform administrative requirements governing Federal funds including those requirements that apply to governmental entities. Specifically, this includes the requirements of OMB Circular No. A-87 and the following provisions of 24 CFR Part 85: sections 85.6, 85.12, 85.20, 85.22, 85.26, 85.32-85.34, 85.36, 85.44, 85.51, and 85.52. For nonprofit organizations, this includes the requirements of OMB Circular No. A-122 and the following provisions of 24 CFR Part 84: sections 84.2, 84.5, 84.13-84.16, 84.21, 84.22, 84.26-84.28, 84.30, 84.31, 84.34-84.37, 84.40-84.48, 84.51, 84.60-84.62, 84.72, and 84.73.

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

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

Payment Generally

As consideration for the performance of the undertaking and completion of construction of the PROJECT, the LENDER shall pay the BORROWER for all eligible costs, as determined by the LENDER, in an amount not to exceed **\$50,000**. Payment for the PROJECT will be made in accordance with the budget detailed in Exhibit C and will be limited to the Scope of Work/Project Description contained in Exhibit B.

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

Progress and Final Payments

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

Recordkeeping

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

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

General Provisions

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

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

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

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

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

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

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

Enforcement

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

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

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

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

NOTICES

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

DRAFT

BORROWER:

Name: Barry Accountius
Title: Vice President – Development
Organization: Woda Cooper Companies, Inc.
Address: 500 S. Front St.
Columbus, OH 43215

CITY OF URBANA as a Member of the URBANA CONSORTIUM:

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

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

[Signature page follows]

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

By: _____
Name: Diane Wolfe Marlin
Title: Mayor

Date: _____

ATTEST:

Darcy E. Sandefur
City Clerk

Woda Cooper Companies

Name: Barry Accountius
Title: Vice President – Development

Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that James Roberts, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act in his capacity as Vice President – Development of Woda Cooper Companies, Inc.

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

Notary Public

Exhibit A
Legal Description

(AS-PROVIDED)

SITUATED IN THE COUNTY OF CHAMPAIGN, STATE OF ILLINOIS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 201 OF THE REPLAT OF LOT 101 OF THE REPLAT OF THE VILLAS AT ASHLAND FARM, BEING A PART OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2021R23653, IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS.

SUGGESTED LEGAL DESCRIPTION (AS SURVEYED)

A PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS, ALSO BEING A PART OF LOT 201 OF THE REPLAT OF LOT 101 OF THE REPLAT OF THE VILLAS AT ASHLAND FARM, RECORDED OCTOBER 4, 2021, AS DOCUMENT NUMBER 2021R23653 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 200 OF SAID REPLAT; THENCE ALONG THE NORTHERLY LINE OF LOT 200 FOR THE NEXT 5 COURSES;

- 1) SOUTH 89°13'46" WEST, 144.32 FEET TO A POINT OF CURVATURE;
- 2) 173.19 FEET ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 237.00 FEET WITH A 169.36 FOOT CHORD BEARING NORTH 69°50'08" WEST;
- 3) SOUTH 41°05'57" WEST, 31.59 FEET TO A POINT OF CURVATURE;
- 4) 47.49 FEET ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 55.00 FEET WITH A 46.03 FOOT CHORD BEARING SOUTH 65°50'07" WEST TO A POINT OF TANGENCY;
- 5) NORTH 89°25'43" WEST, 138.57 FEET TO THE NORTHWEST CORNER OF SAID LOT 200;

THENCE ALONG THE WEST LINE OF SAID LOT 200, SOUTH 00°34'17" WEST, 293.58 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG A SOUTH LINE OF LOT 201, NORTH 89°25'43" WEST, 285.87 FEET; THENCE ALONG A WEST LINE OF LOT 201, NORTH 00°33'11" WEST, 180.30 FEET; THENCE ALONG A SOUTH LINE OF LOT 201, SOUTH 89°28'13" WEST, 81.33 FEET; THENCE ALONG A WEST LINE OF LOT 201, NORTH 00°47'36" WEST, 319.90 FEET; THENCE NORTH 89°12'42" EAST, 173.83 FEET; THENCE SOUTH 00°47'18" EAST, 279.29 FEET; THENCE SOUTH 89°25'43" EAST, 146.43 FEET; THENCE NORTH 00°34'17" EAST, 48.66 FEET TO A POINT OF CURVATURE; THENCE 106.03 FEET ALONG A CURVE CONCAVE TO THE

SOUTHEAST, HAVING A RADIUS OF 67.50 FEET WITH A 95.46 FOOT CHORD BEARING NORTH 45°34'17" EAST TO A POINT OF TANGENCY; THENCE SOUTH 89°25'43" EAST, 99.90 FEET TO A POINT OF CURVATURE; THENCE 20.77 FEET ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 53.50 FEET WITH A 20.64 FOOT CHORD BEARING NORTH 79°27'07" EAST TO A POINT OF COMPOUND CURVATURE; THENCE 7.68 FEET ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 12.50 FEET WITH A 7.56 FOOT CHORD BEARING NORTH 50°44'26" EAST TO A POINT OF REVERSE CURVATURE; THENCE 150.80 FEET ALONG A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 50.00 FEET WITH A 99.80 FOOT CHORD BEARING NORTH 74°38'41" EAST TO A POINT OF REVERSE CURVATURE; THENCE 45.01 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 60.00 FEET WITH A 43.96 FOOT CHORD BEARING SOUTH 40°26'37" EAST TO A POINT OF COMPOUND CURVATURE; THENCE 135.89 FEET ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 270.00 FEET WITH A 134.46 FOOT CHORD BEARING SOUTH 76°21'07" EAST TO A POINT OF TANGENCY; THENCE NORTH 89°13'46" EAST, 106.28 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH NEIL STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 00°47'05" EAST, 31.25 FEET TO THE POINT OF BEGINNING; CONTAINING 3.344 ACRES, MORE OR LESS.

Exhibit B
Scope of Services/Project Description

Parker Glen II (PGII) is a planned, new construction, non-elderly building, 56-unit development that will feature a leasing office and community gathering spaces. PGII will be designed to complement the operational Phase I. PGII will feature 14-one, 14-two, and 28 three-bedroom apartments. The site will feature on-site parking and provide immediate access to the city of Champaign's Public Walking Trail. The site will also feature plenty of lighting, a playground, landscaping, green space, and will be built to comply with LEED Platinum and LEED Zero energy standards. PGII received an allocation 2023 9% housing credits from IHDA and will be the benefactor of a credit "refresh" in December 2024. Construction is scheduled to commence in March 2025 and be complete April 2026.

Exhibit C
Budget – Owner’s Sworn Statement; Schedule

HOME FUNDING AMOUNT: \$ 50,000

Project Funds are to be expended on the following activities:

- New Construction of Affordable Rental Housing
- HOME funds will be used to subsidize the construction of affordable rental housing.

Reimbursement for the following types of expenses related to hard costs may be provided by the LENDER:

- Site preparations or improvements
- Construction materials and labor

Reimbursement for the following types of expenses related to soft costs may be provided by the LENDER:

- Financing fees
- Credit reports
- Title binders and insurance
- Surety fees
- Recordation fees, transaction taxes
- Legal and accounting fees, including cost certification
- Appraisals
- Architectural/engineering fees, including specifications and job progress inspections
- Environmental reviews
- Builders’ or developers’ fees
- Affirmative marketing, initial leasing and marketing costs

Project Completion Schedule

- | | |
|-------------------------------------|--|
| • Construction commencement: | March 31, 2025 |
| • Construction completion: | June 30, 2026 |
| • Lease-up phase: | No more than six (6) months after construction completion |
| • Affordability period termination: | Twenty (20) years after completion in HUD’s Integrated Disbursement and Information System |

Exhibit D
Affirmative Marketing Plan

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

DRAFT

[this page has been intentionally left blank]