
DATE: Tuesday, April 25, 2023

TIME: 6:00 P.M.

PLACE: City Council Chambers

400 S. Vine St.

Urbana, IL 61801

A G E N D A

1. **Call to Order and Roll Call**
2. **Approval of Minutes of Previous Meeting**
 - a. March 28, 2023 Public Hearing
 - b. March 28, 2023 Regular Meeting
3. **Additions To The Agenda**
4. **Public Input**
5. **Presentations**
 - a. Staff Report
6. **Unfinished Business**
7. **New Business**
 - a. **ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE**
 - b. **Youth Services Grant Program - CDBG Public Service Funding (FY 2023-2024)**
8. **Adjournment**



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Community Development Commission

FROM: Sheila Dodd, Manager, Grants Management Division

DATE: April 20, 2023

SUBJECT: ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE

Background

The properties located at 903 N Division, 1107 N Gregory, and 1605 Wiley were acquired through the Grants Management Division's Transitional Housing Program using Supportive Housing Program and HOME funds. The former Supportive Housing Program (SHP) has been consolidated with other HUD competitive homelessness assistance grant programs, including the Shelter Plus Care (SPC) Program and the Section 8 Moderate Rehabilitation/Single Room Occupancy (SRO) Program, to create the Continuum of Care (CoC) Program. The City no longer receives the funding to support the program and has been using Community Development Block Grant (CDBG) Funds.

The City purchased 903 N Division and 1605 Wiley as part of the Supportive Housing Program. HOME funds were used to construct 1107 N Gregory and Rosecrance used the property for transitional housing until June of 2020 when the agency eliminated the program. Rosecrance transferred the property back and the City has been using it as a Transitional Housing unit since that time. HOME funds require the property to be used as an affordable housing unit for 20 years which ends in 2033. Both 903 N Division and 1605 Wiley have a lien from the Federal Home Loan Bank (FHLB) for rehabilitation work done on the properties. This agreement is in place until 2030. The HOME and FHLB programs require the property to remain affordable rental for persons at or below 60% of the median family income. If not, funds will have to be repaid to the respective agencies.

The Housing Authority of Champaign County (HACC) contacted the City with interest in purchasing the properties to be used as affordable rental units. The attached sales contract is for the appraised value of the three properties of \$290,000. Proceeds from the sale will be put into the CDBG and HOME funds to be utilized for future projects. The retention requirements on the properties will be transferred to the HACC so the affordability requirement will remain. The HACC will continue to use the properties as affordable rental units for those at or below 60% MFI. Conveying these lots will continue the support of affordable housing in Urbana.

The ordinance, contract, and legal documents for the proposed transfers are similar to those previously used to convey City-owned properties to not-for-profit organizations and are attached to this memorandum for reference. The City would transfer the respective properties by recording a

warranty deed in favor of HACC.

The contract documents include a land-use restriction agreement between the City and HACC to ensure that each house constructed will remain affordable to income-qualified families for the affordability period. Only income-qualified families may rent and reside in the houses.

Transferring the properties to HACC will ensure the properties remain affordable and will free up public service funding to be used for nonprofit agencies. Sale proceeds will be used for CDBG and HOME eligible projects.

Options

1. Forward the Ordinance Authorizing the Sale of Certain Real Estate (903 N Division, 1605 Wiley, and 1107 N Gregory) to the Urbana City Council consent agenda with a recommendation for approval.
2. Forward the Ordinance Authorizing the Sale of Certain Real Estate (903 N Division, 1605 Wiley, and 1107 N Gregory) to the Urbana City Council with a recommendation for approval with suggested changes.
3. Do not forward the Ordinances for approval, and the City would retain ownership of the properties.

Fiscal Impacts

Transferring these properties (903 N Division, 1605 Wiley, and 1107 N Gregory) would eliminate costs of running the Transitional Housing program incurred by the City. This would free up staff time to be used for other priorities as well as provide additional funding for future CDBG and HOME projects. The properties will continue to be used for affordable rental housing which is a high need in the community. Selling the properties to HACC will ensure they will meet the affordable requirements and eliminate the risk of the City having to repay funds.

Recommendations

Staff recommends forwarding the Ordinance to the Urbana City Council with a recommendation for approval.

Attachments

1. AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE
2. SALES CONTRACT
3. WARRANTY DEEDS

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE

903 N Division, 1605 Wiley, and 1107 N Gregory

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, Subsection (a), entitled “Sale of real estate,” of Section 2-118, entitled “Purchase, sale, lease, etc., of real estate,” of the Code of Ordinances, City of Urbana, Illinois, provides that any real estate owned by the City of Urbana may be sold in any manner prescribed by the City Council in an ordinance authorizing such sale; and

WHEREAS, the requirements of said Subsection (a) of Section 2-118 for a public hearing and for the required notice for such public hearing do not, pursuant to the terms thereof, apply to the sale of residential property acquired under the Community Development Program; and

WHEREAS, the City Council desires to sell the real estate commonly known as (903 N Division, 1605 Wiley, and 1107 N Gregory), which said properties have heretofore been acquired under the Community Development Program, in accordance with said Subsection (a) of Section 2-118 and the policy heretofore established with respect thereto; and

WHEREAS, the City Council expressly finds and declares that said real estate is not needed for governmental purposes or proprietary activity of the City of Urbana.

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

Section 1. That the Contract for Sale of Real Estate by and between the City of Urbana, Illinois, and Housing Authority of Champaign County, a copy of which said Contract is attached hereto and incorporated herein by reference, be and the same is hereby authorized and approved.

Section 2. The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute said Contract in substantially the form attached hereto together with all necessary deeds and documents required by said Contract for and on behalf of the City of Urbana, Illinois.

Section 3. The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute minor modifications and extensions of time set forth in the said Contract for and on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor

**PURCHASE AND SALE CONTRACT FOR
1605 WILEY DR, URBANA, ILLINOIS
1107 N GREGORY ST, URBANA, ILLINOIS &
903 N DIVISION AVE, URBANA, ILLINOIS**

THIS PURCHASE AND SALE CONTRACT ("**Agreement**") is made and entered into as of the Effective Date (as hereinafter defined) by and between the City of Urbana, an Illinois Municipal Corporation (hereinafter "**Seller**"), and Housing Authority of Champaign County, an Illinois municipal corporation (hereinafter "**Purchaser**").

RECITALS

Seller is the owner of three parcels of real estate in Champaign County, Illinois legally described on **Exhibit A** attached hereto, commonly known as 1605 Wiley Dr, Urbana, Illinois 61801 PIN: 92-21-16-352-013; 1107 N Gregory St, Urbana, Illinois 61801 PIN: 91-21-07-277-014 and 903 N Division Ave, Urbana, Illinois 61801 PIN: 91-21-08-257-013 (collectively the "Property"),

Subject to and on the terms and provisions of and for the considerations set forth in this Agreement, Seller has agreed to sell, and Purchaser has agreed to buy, the Property.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

Section 1. Certain Definitions.

For purposes of this Agreement, when used herein the following terms shall have the meaning ascribed to them as set forth below.

1.1 **Effective Date:** The date that this Agreement is executed by the Seller and has been approved by a majority vote of the Board of Directors of the Housing Authority of Champaign County and executed by the Executive Director. ("Effective Date").

1.2 **Earnest Money:** Upon execution of this Agreement, Purchaser shall deposit in an earnest money escrow ("Earnest Money Escrow") with Title Insurer (as hereinafter defined), as escrowee ("Escrowee"), the sum of Two Thousand Dollars (\$2,000.00) no later than five (5) business days after the Effective Date. The Earnest Money shall be held pursuant to Escrowee's standard form of earnest money escrow agreement. After the expiration of the Feasibility Period, as defined below, the Earnest Money is non-refundable, except in the event of a default by Seller, in which case the Earnest Money shall be fully refunded to the Purchaser pursuant to Paragraph 13 herein. This Earnest Money shall be applied against the Purchase Price on the Closing Date.

Section 2. Purchase Price.

21 Purchaser hereby agrees to purchase and the Seller hereby agrees to sell for the sum of Two Hundred and Ninety Thousand 00/100 Dollars (\$290,000.00) the real estate described above at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto by a recordable general warranty deed with release of homestead rights, subject only to; (a) covenants, conditions and restrictions of record; (b) public, and utility easements, if any, (c) roads and highways, if any; (d) general real estate taxes for the year 2022 and subsequent years.

22 The Purchaser shall receive a credit at closing for all monies paid to Seller prior to the time of closing. The Purchaser shall pay the remainder of the Purchase Price to the Seller on the closing date in cash or by wired funds.

Section 3. Closing

3.1 The closing of the purchase and sale of the Property shall be effected through an escrow with the Escrowee. Delivery of the deed and any other documents and payment of any unpaid portion of the Purchase Price for the Property shall be effected through such escrow. The terms of such escrow shall be pursuant to an escrow agreement in customary form utilized by the Title Company modified to reflect the transaction contemplated herein. The cost of said escrow shall be borne equally by Purchaser and Seller. This Agreement shall not be merged into the escrow agreement, but the latter shall be deemed auxiliary to this Agreement and the provisions of this Agreement shall be controlling as between the parties hereto.

32 Purchaser shall be entitled to an inspection 48 hours prior to closing to determine that the Property is in the same condition as of the date hereof. If at the time of Purchaser's inspection, the Property is not in the same or substantially the same condition, the Purchaser shall have the option of declaring this Real Estate Agreement null and void and receiving the return of all the Earnest Money paid plus interest earned thereof or of receiving a credit at closing for the cost of repairing or replacing any unacceptable items.

33 Also, closing shall take place at the office of _____. Closing shall take place fifteen (15) days after the expiration of the Feasibility Period or at a time mutually agreeable to both parties.

Section 4. Survey

4.1 Seller, as Seller's sole cost, shall obtain a boundary staked survey of the Property dated no more than six (6) months prior to the Effective Date. Seller agrees to provide Purchaser with a stamped sealed survey within twenty-five (25) days from the Effective Date.

4.2 Within five (5) days from the Effective Date, Seller shall deliver or make available to Purchaser complete copies of the following items pertaining to the Property to the extent in Seller's actual possession:

- (a) all service and landscaping contracts relating to the Property (the "Service Contracts");
- (b) any existing environmental and engineering reports, including any Phase I environmental report;
- (c) any soils reports;
- (d) any governmental permits and notices relevant to the Property;
- (e) the existing owner's title policy;
- (f) an existing survey (the "Existing Survey");

Section 5. Title Commitment

5.1 Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, within twenty-five (25) days from the Effective Date, a title commitment for American Land Title Association Owners Policy - 2016 and the underlying documents issued by a Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the title exceptions set forth above, and (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated.

52 If the title commitment discloses unpermitted exceptions, Seller shall have twenty-five (25) days from the date of delivery thereof to the Seller to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions. If Seller fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, Purchaser may terminate this Agreement or may elect, upon notice to Seller within ten (10) days after the expiration of the 25-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this Agreement shall become null and void without further actions of the parties.

Section 6. Feasibility Period

61 Purchaser shall have sixty (60) days after the Effective date (“Feasibility Period”) to conduct and make such feasibility studies as Purchaser deems necessary, including but not limited to off-site utility availability, wetland delineation, endangered species studies, engineering studies, soil analysis, core drilling, environmental studies, zoning compatibility, noise abatement study, grant funding approval, and conduct any and all physical inspections of the property and the disclosure herein. Seller shall cooperate with Purchaser in making such inspections and allow Purchaser full access to the property for the purpose of such inspections. Purchaser shall indemnify, defend and hold Seller harmless from and against any claim, action, fees, costs, judgment or award arising from, or related to, Purchaser or its agents presence or activity on the Property in connection with the above. Finally, if Purchaser terminates this Agreement and does not close, then Purchaser shall ensure that the Property is restored to the condition that existed prior this Agreement.

62 Should Purchaser decide to terminate this Agreement for any reason at its sole discretion then Purchaser shall have the right, upon the Purchaser giving and the Seller receiving on or before 5:00 p.m. of the sixtieth (60th) day of the Feasibility Period written notice to terminate this Agreement, whereupon this Agreement will become null and void and of no further force and effect and the parties hereto shall have no further obligations to one another. The Earnest Money will then be refunded to Purchaser within two (2) business days.

63 In the event Sellers do not receive written notice of termination or written notice of an extension of this Agreement on or before 5:00pm of the sixtieth (60th) day of the Feasibility Period, the Earnest Money shall become non-refundable, except in the event of a breach by Seller.

Section 7. Seller’s Responsibilities

7.1 Seller shall deliver to Purchaser the following at or prior to the Closing Date:

- a) General Warranty Deed subject to all conditions and exceptions contained in a commitment for title insurance and permitted herein;
- b) Affidavit of Title
- c) ALTA Statement;
- d) Closing Statement.
- e) Transfer Declaration, Executed Transfer Declarations for the State, County and Village, as applicable.
- f) Entity Transfer Certificate, Entity Transfer Certification confirming that Seller is a "United States Person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.
- g) Any and all other documents required to convey title as required by the Title Company.

- 7.2 Seller agrees, at no cost to Seller, to cooperate fully with Purchaser, Purchaser's agent, and any governmental entities regarding any possible zoning changes which are necessary or required for Purchaser's intended use of the property prior to closing.
- 7.3 Seller shall be responsible for payment of all State, County and municipal transfer taxes, if any; ½ of the escrow fees charged by the Title Company; the costs of the title insurance policy and extended coverage; and its own attorney fees.

Section 8. Representations and Indemnifications of the Purchaser

- 8.1 Purchaser hereby represents and warrants to Seller as follows:

Except as provided herein, that all costs and expenses associated with this transaction including but not limited to preparing soil tests and borings, preliminary engineering, topographical surveys, planning studies, and environmental studies shall be the sole responsibility of Purchaser. Seller shall not be obligated to pay any such costs or expenses and Purchaser shall hold Seller harmless and indemnify in regard thereto. All representations and covenants of the parties shall be deemed to be

remade at closing and survive closing.

8.2 Purchaser shall pay the following costs:

- a) Its own attorneys' fees; and
- b) $\frac{1}{2}$ the escrow fees charged by the Title Company and the costs to record the deed.

Section 9. Affirmative Covenants of Seller

9.1 Maintenance of Property. Seller shall maintain the Property free from waste and neglect and in good order and repair and shall not permit any claim, lien or encumbrance to be recorded against the Property without the Purchaser's prior written consent.

9.2 Insurance. From the date hereof to the Closing Date, Seller shall maintain or cause to be maintained liability, casualty and other insurance upon and in respect to the Property against such hazards and in accordance with the insurance presently maintained by Seller.

9.3 Change of Circumstance. Seller shall promptly inform Purchaser in writing of any material event which Seller reasonably believes materially affects its ownership or operation of the Property, whether or not insured against.

9.4 Contracts. Seller shall not enter into any agreement which will be an obligation affecting Purchaser or the Property subsequent to the date of Purchaser's possession without Purchaser's prior written consent.

9.5 Possession. Seller agrees to deliver possession of the Property in a clean condition.

Section 10. Representations of the Seller

10.1 In addition to the representations and warranties contained in other sections of the Agreement, Seller hereby makes the following representations and warranties as of the Effective Date and as of the Closing Date.

10.1.1 Seller owns the Property. This Agreement and all documents to be executed and delivered by Seller at Closing are duly executed and delivered, and are legal, valid, and binding obligations of Seller, and do not violate any provisions of any agreement to which Seller is a party or to which Seller is subject or any order, rule, or regulation applicable to Seller or the Property of any court or any federal, state, or municipal regulatory body or administrative agency or other governmental body. No permission, approval, or consent by third parties or governmental authorities is required for Seller to consummate

this transaction.

10.1.2 Seller has no knowledge of, and has received no notice of, (a) any threatened or pending litigation or proceeding by any organization, person, or governmental agency against Seller with respect to the Property or against the Property, (b) any violation of the Property's compliance with any ordinances, zoning ordinances or any other statutes, ordinances, laws, rules or regulations affecting the Property, (c) any proceedings that could cause the change, redefinition or other modification of the zoning classifications or of other legal requirements applicable to the Property or any part thereof, (d) any pending or threatened condemnation proceeding that would affect the Property, (e) any proceedings that could impose any requirement that the owner of the Property pay, directly or indirectly, any special fees, special assessments, taxes or contributions or incur any expenses or obligations in connection with the development of the Property or any portion thereof, other than any regular and nondiscriminatory local real estate or school taxes assessed against the Property, (f) any proceedings that could cause an increase in the assessed value of the Property, or (g) any disputes regarding the boundary lines of the Property.

10.1.3 Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

10.1.4 Leases. There are no existing leases or other agreements with respect to the Property that will extend past the date of the Closing.

10.1.5 Environmental Matters. To the best of the Seller's knowledge and belief, (a) no Hazardous Materials (as defined below) are or have been located on the Property or have been released into the environment, or discharged, placed or disposed of at, on or under the Property; (b) no underground storage tanks are currently or have been located on the Property; (c) the Property is not or has never been used as a storage for waste or hazardous material; and (d) Seller has never used the Property in any manner which violated any environmental ordinances or regulations and the Seller has never been cited for any violation.

10.1.5.1 The term "Hazardous Material" shall mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Illinois, or the United States Government, including, but not limited to, any material or substance which is: (a) defined as a "hazardous waste", "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of Illinois law; (b) petroleum; (c) asbestos; (d) polychlorinated biphenyl; (e) radioactive material; (f) designated as a "hazardous substance"

pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1317); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601). The term "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

102 No representations, warranties, agreements and obligations of the parties shall, notwithstanding any investigation made by any party hereto, be merged into the Deed, but shall survive closing for a period of twenty-four (24) months and the same shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

Section 11. intentionally omitted

Section 12. Prorations

12.1 Prorations. Pro-ratable items shall include, without limitation, rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer; and association fees (and Master/Umbrella Association fees, if applicable). Seller agrees to pay prior to or at Closing any special assessments (by any association or governmental entity) confirmed prior to the Effective Date.

Section 13. Default.

13.1 Default by Seller. If Seller defaults in any way Purchaser may, as Purchaser's sole and exclusive remedies either (a) terminate this Agreement by written notice forwarded to Seller on or prior to the Closing Date, in which event the Earnest Money and all interest earned thereon shall be returned to Purchaser and Seller shall pay to Purchaser all out of pocket expenses incurred by Purchaser in connection with this Agreement and its inspection of the Property, or (b) pursue specific performance and if the Purchaser should prevail, the Seller shall be responsible for the Purchaser's reasonable attorney's fees, court costs and expert witness fees.

13.2 Default by Purchaser. In the event Purchaser defaults in its obligations to close the purchase of the Property, then Seller's sole and exclusive remedy (and in lieu of any other remedy, legal or equitable in nature) shall be to terminate this Agreement and receive the Earnest Money and all interest as liquidated damages, it being understood that Seller's actual damages in the event of such default are difficult to ascertain and that such proceeds represent the parties' best current estimate of such

damages. Seller shall have no other remedy for any default by Purchaser.

Section 14. Miscellaneous

14.1 This Agreement (including its exhibits) contains the entire agreement between Seller and Purchaser. Oral statements or prior written matter not specifically incorporated into this Agreement has no force or effect. No variation, modification, or change to this Agreement binds either party unless set forth in a document signed by both parties or their duly authorized agents, officers, or representatives.

14.2 This Agreement inures to the benefit of and binds the parties and their respective legal representatives, successors, and permitted assigns. The Seller may assign its rights or obligations under this Agreement without the Purchaser's consent, or notice so long as the Assignee agrees to be bound by the terms and conditions of this Agreement. The Purchaser may also transfer this Agreement without Seller's consent.

14.3 Time is of the essence in this Agreement. Whenever a date specified in this Agreement falls on a Saturday, Sunday, or federal holiday, the date will be extended to the next business day.

14.4 If, prior to Closing, the Property becomes subject to a taking by virtue of eminent domain to any extent whatsoever Seller shall immediately notify Purchaser of such fact. In such event, Purchaser may, in Purchaser's sole discretion, either (a) terminate this Agreement and receive back the Earnest Money, and neither party hereto shall have any further rights or obligations hereunder except for those that expressly survive termination, or (b) proceed with the Closing of the transaction, in which event Seller shall assign to Purchaser all condemnation proceeds available as a result of such destruction or taking and shall pay to Purchaser the amount of any applicable deductible or co-insurance maintained by Seller.

14.5 LIKE-KIND EXCHANGE. If either party desires to exchange, for other property of like-kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder, fee title in the property which is the subject of this Agreement, such party expressly reserves the right to assign his rights, but not his obligations hereunder, to a Qualified Intermediary as provided in IRC Reg. 1.1031 (k)-1(g)(4) on or before the closing date. In such event, the other party shall, at no expense to such party, execute customary exchange documents, notices and assignments to effectuate such exchange.

14.6 The captions beside the section numbers of this Agreement are for reference only and do not modify or affect this Agreement. Whenever required by the context, any gender includes any other gender, the singular includes the plural, and the plural includes the singular.

14.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The obligations under the terms of the Agreement are performable in Champaign County, Illinois, and any and all payments under the terms

of the Agreement are to be made in Champaign County, Illinois. Any dispute involving this Agreement shall be resolved and venue in the Circuit Court of Champaign County, Illinois.

14.8 If any provision in this Agreement is found to be invalid, illegal, or unenforceable, its invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement must be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

14.9 Each party and its counsel have reviewed and revised this Agreement. The parties agree that the rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Agreement or its amendments or exhibits.

14.10 Notices. Any notice under this Agreement must be written. Notices must be either (a) hand-delivered to the address set forth below for the recipient; or (b) placed in the United States postal service mailbox and sent certified mail, return receipt requested, addressed to the recipient as specified below; or (c) deposited with a nationally recognized overnight delivery service, addressed to the recipient as specified below. Any notice is effective upon deposit with the U.S. Postal Service or with the overnight delivery service, as applicable; all other notices are effective when received.

14.10.1 Seller's address for all purposes under this Agreement is:

Telephone: _____
Fax: _____

with copies to: _____

14.10.2 Purchaser's address for all purposes under this Agreement is:

Attention: Housing Authority of Champaign County
Attn: Lily Walton
2008 Market Street
Champaign, Illinois
Telephone: (217) 378-7100

with a copy to:

Attention: Jean A. Kenol
Mahoney, Silverman & Cross, LLC.
822 Infantry Drive, Suite 100
Joliet, IL 60435
Telephone: (815)730-9500
Fax: (815)730-9598
Email: jkenol@msclawfirm.com

14.11 Intentionally omitted.

14.12 BROKERAGE FEES. Seller represents and warrants to Purchaser that Seller has not dealt with any brokers in connection with this Agreement and no person or entity acting as real estate broker, finder, or agent negotiated this Agreement on Seller's behalf or is entitled to any commission by reason of its representation of Seller in connection with this Agreement. Purchaser represents and warrants to Seller that Purchaser has not dealt with any Broker in connection with this Agreement and no person or entity acting as real estate broker, finder, or agent negotiated this Agreement on Purchaser's behalf or is entitled to any commission by reason of its representation of Purchaser in connection with this Agreement.

14.13 To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgement of, or on behalf of, each part, or that the signature of all persons required to bind any party or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages. Counterparts of this Agreement may be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes; provided, however that if counterparts are so executed by facsimile machines, then upon request of either party original signatures will be exchanged promptly thereafter.

14.14 The provisions of this **Section 14** shall survive Closing.

Section 15. Exhibits. The following exhibits are incorporated herein:

Exhibit A: Legal Description

{signature page to follow}

EXECUTED as of the Effective Date.

SELLER

City of Urbana

By: _____

Its: _____

Date: _____

PURCHASER

Housing Authority of Champaign County



By: _____

It's authorized agent

Date: 4-4-2023 _____

EXHIBIT A
LEGAL DESCRIPTION

{to come}

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, THE CITY OF URBANA, ILLINOIS, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Illinois, for and in consideration of and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to authority given by the City Council of the City of Urbana, Illinois, by virtue of Ordinance No. _____, CONVEYS AND WARRANTS to Housing Authority of Champaign County described real estate, to-wit:

DESCRIPTION OF REAL ESTATE:

The South 80 feet of the North 181 feet of the East 115.5 feet, except the East 25 feet thereof and except the North 10 feet thereof, of Lot 28 of a Subdivision of the Northeast Quarter of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian, situated in the City of Urbana, in Champaign County Illinois,

Parcel ID 91 21 08 257 013

Commonly known as 903 N Division, Urbana IL

(Hereinafter referred to as Subject Property).

Subject to:

- (1) Real estate taxes for the year 2023 and subsequent years;
- (2) Covenants, conditions, restrictions, and easements apparent or of record;
- (3) All applicable zoning laws and ordinances.

IN WITNESSETH, said Grantor has caused its corporate seal to be affixed, and has caused its name to be signed to these presents by Diane W Marlin, its Mayor, and attested by Phyllis D. Clark, its City Clerk, this ____ day of _____, 2023.

CITY OF URBANA, ILLINOIS

By: _____
Diane Wolfe Marlin, Mayor

ATTEST:

By: _____
Phyllis D. Clark, City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Diane Wolfe Marlin, personally known to me to be the Mayor of the City of Urbana, Illinois, the GRANTOR, and PHYLLIS D. CLARK, personally known to me to be the City Clerk of the City of Urbana, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as Diane Wolfe Marlin, Mayor, and Phyllis D. Clark, City Clerk, they signed and delivered the said instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City Council of said City by virtue of Ordinance No. _____ as their free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2023.

Notary Public

Exempt under provisions of Paragraph (e), Section 4, Real Estate Transfer Act (35 ILCS 305/4(b)).

Date: _____ Signature: _____

Deed Prepared By:
City of Urbana
Community Development Services Dept.
400 South Vine Street
Urbana, Illinois 61801

Return Deed, Send Tax Bill To:
Housing Authority of Champaign County
2008 N Market Street
Champaign, IL 61820

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, THE CITY OF URBANA, ILLINOIS, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Illinois, for and in consideration of and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to authority given by the City Council of the City of Urbana, Illinois, by virtue of Ordinance No. _____, CONVEYS AND WARRANTS to Housing Authority of Champaign County described real estate, to-wit:

DESCRIPTION OF REAL ESTATE:

Lot 10 of O.A. Frailey's Second Subdivision, as per plat recorded in Plat Book "L" at page 9 situated in Champaign County Illinois,

Parcel ID 91 21 07 277 007

Commonly known as 1107 N Gregory, Urbana IL

(Hereinafter referred to as Subject Property).

Subject to:

- (1) Real estate taxes for the year 2023 and subsequent years;
- (2) Covenants, conditions, restrictions, and easements apparent or of record;
- (3) All applicable zoning laws and ordinances.

IN WITNESSETH, said Grantor has caused its corporate seal to be affixed, and has caused its name to be signed to these presents by Diane W Marlin, its Mayor, and attested by Phyllis D. Clark, its City Clerk, this ____ day of _____, 2023.

CITY OF URBANA, ILLINOIS

By: _____
Diane Wolfe Marlin, Mayor

ATTEST:

By: _____
Phyllis D. Clark, City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Diane Wolfe Marlin, personally known to me to be the Mayor of the City of Urbana, Illinois, the GRANTOR, and PHYLLIS D. CLARK, personally known to me to be the City Clerk of the City of Urbana, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as Diane Wolfe Marlin, Mayor, and Phyllis D. Clark, City Clerk, they signed and delivered the said instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City Council of said City by virtue of Ordinance No. _____ as their free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2023.

Notary Public

Exempt under provisions of Paragraph (e), Section 4, Real Estate Transfer Act (35 ILCS 305/4(b)).

Date: _____ Signature: _____

Deed Prepared By:
City of Urbana
Community Development Services Dept.
400 South Vine Street
Urbana, Illinois 61801

Return Deed, Send Tax Bill To:
Housing Authority of Champaign County
2008 N Market Street
Champaign, IL 61820

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, THE CITY OF URBANA, ILLINOIS, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Illinois, for and in consideration of and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to authority given by the City Council of the City of Urbana, Illinois, by virtue of Ordinance No. _____, CONVEYS AND WARRANTS to Housing Authority of Champaign County described real estate, to-wit:

DESCRIPTION OF REAL ESTATE:

Lot 86 in Fairlawn Park Fourth Addition to the City of Urbana, as per plat recorded in Book "K" at Page 18, situated in Champaign County, Illinois

Parcel ID 92 21 16 352 013

Commonly known as 1605 Wiley Dr., Urbana IL

(Hereinafter referred to as Subject Property).

Subject to:

- (1) Real estate taxes for the year 2023 and subsequent years;
- (2) Covenants, conditions, restrictions, and easements apparent or of record;
- (3) All applicable zoning laws and ordinances.

IN WITNESSETH, said Grantor has caused its corporate seal to be affixed, and has caused its name to be signed to these presents by Diane W Marlin, its Mayor, and attested by Phyllis D. Clark, its City Clerk, this ____ day of _____, 2023.

CITY OF URBANA, ILLINOIS

By: _____
Diane Wolfe Marlin, Mayor

ATTEST:

By: _____
Phyllis D. Clark, City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Diane Wolfe Marlin, personally known to me to be the Mayor of the City of Urbana, Illinois, the GRANTOR, and PHYLLIS D. CLARK, personally known to me to be the City Clerk of the City of Urbana, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as Diane Wolfe Marlin, Mayor, and Phyllis D. Clark, City Clerk, they signed and delivered the said instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City Council of said City by virtue of Ordinance No. _____ as their free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2023.

Notary Public

Exempt under provisions of Paragraph (e), Section 4, Real Estate Transfer Act (35 ILCS 305/4(b)).

Date: _____ Signature: _____

Deed Prepared By:
City of Urbana
Community Development Services Dept.
400 South Vine Street
Urbana, Illinois 61801

Return Deed, Send Tax Bill To:
Housing Authority of Champaign County
2008 N Market Street
Champaign, IL 61820



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

*Grants Management
Division*

Memorandum

TO: The Urbana Community Development Commission

FROM: Sheila Dodd, Grants Manager
Breaden Belcher, Community Development Coordinator

DATE: April 20, 2023

SUBJECT: Youth Services Grant Program - CDBG Public Service Funding (FY 2023- 2024)

Introduction

In its advisory capacity to the Urbana City Council, one of the responsibilities of the Community Development Commission (CDC) is to recommend programs for Community Development Block Grant (CDBG) public service funding. City staff then forward these recommendations to the Urbana City Council for approval. A portion of the City of Urbana's Youth Services Grant Program is funded by CDBG public service dollars. In the upcoming 2023-2024 fiscal year, the City intends to commit \$25,000 to the Youth Services program.

Background

The Youth Services Grant Program is a competitive funding opportunity that provides grants to local public and private non-profit agencies that support the documented needs of low-income Urbana youth from early childhood (Kindergarten, Pre-K) through 22 years of age. Applications for the FY 2023 – 2024 Youth Services Grant Program opened on February 3, 2023 and closed on March 31, 2023.

In FY 2023-2024, the total funding available through the Youth Services Grant Program is \$300,000. This funding comes from three places: \$25,000 from CDBG as mentioned above, \$75,000 from City general funds, and \$200,000 from the Illinois Department of Commerce and Economic Opportunity (DCEO).

Staff received applications from 13 agencies to fund 20 programs. On April 18, 2023, Grants Management Staff convened an internal review committee to score and rank the applications, and to determine which programs will be funded specifically through CDBG Public Service funds.

Recommendation

The review committee has recommended \$50,000 total to support the **Survivor Services Program – Trauma Therapy** program administered by Rape Advocacy, Counseling, and Education Services (RACES). Of this \$50,000 total, staff are requesting to use \$25,000 in CDBG Public Service funds. The remaining \$25,000 will come from a State of Illinois DCEO grant. A description of the program is attached.

Options

1. Forward the proposed funding allocations for RACES to City Council with a recommendation for approval.
2. Forward the proposed funding allocations with changes to City Council with a recommendation for approval.
3. Do not recommend approval of the proposed funding allocations.

Fiscal Impacts

Pending final CDBG budget allocation and approval from HUD, \$25,000 in FY 2023-2024 CDBG Public Service funding will be committed to the Youth Services Grant Program. There will be no additional fiscal impacts on the City.

Program Description

Survivor Services Program – Trauma Therapy

RACES is located in Urbana and is dedicated to serving Urbana residents. With this funding, one of the agency's therapists will be devoted to youth services and 75% of their appointments will be specifically held for Urbana youth. This aligns with the request for funding to support 75% of their compensation. The remaining 25% of their time would be available to any clients in RACES' service area, including additional clients who live in Urbana.

The agency anticipates being able to provide therapy services to 189 individuals, if fully funded. Each Therapist maintains a caseload of 20 individuals at a time and assists with groups and crisis intervention services (including the hotline and medical advocacy). Some clients stay with their therapist for an extended period of time, due to the complex nature of the trauma many survivors of sexual violence face. The agency does not have predefined caps on the number of sessions clients may receive, since each individual's path towards healing is unique.

Therapy services at RACES are part of the agency's Survivor Services Program. Master's level clinicians provide trauma-informed, culturally competent therapy through multiple treatment modalities, utilizing approaches that best meet the goals and the needs identified by clients. Therapeutic approaches include cognitive-behavioral therapy, Eye Movement Desensitization and Reprocessing (EMDR), and arts-based therapy. These services are provided by five full-time staff members based out of the agency's office in Urbana, and a contractual therapist who maintains an office in Rantoul.

The Survivor Services Program also includes the agency's crisis intervention and advocacy services. RACES has trained staff and volunteers available to provide support 24/7 through the agency's sexual assault crisis hotline. Walk-in crisis intervention services are available in-person Monday-Friday 8:30am-5pm at the agency's office. Medical advocacy is also available 24/7. Advocates respond to the emergency department to provide emotional support, explain survivor's rights and options, and provide new clothing and hygiene products, as directed by the survivor. RACES' Legal Advocates provide support to survivors who are navigating the legal system through court accompaniment, support filing for protective orders, and direct intervention to help survivors access victims' services programs.

RACES utilizes a survivor-centered approach to services. This means that all clients are active participants in determining their plan for services.

RACES also maintains a prevention education program, which provides age-appropriate, trauma-informed sexual violence prevention programming to individuals 3 and older.