



Notice of Public Hearing

The City of Urbana and Urbana HOME Consortium (comprised of the City of Urbana, the City of Champaign, and Champaign County Regional Planning Commission) are seeking citizen input regarding community needs. The City of Urbana is working to develop the 2022/2023 Annual Action Plan, which outlines the goals and budget for activities in Fiscal Year 2022/2023. A public hearing will be held on **Tuesday, January 25, 2022 at 6:00 p.m.** prior to the regular meeting of the Community Development Commission to gather input on the plan.

Submit written comments to the City of Urbana, Grants Management Division 400 S. Vine St., Urbana, IL 61801 or by e-mail to grants@urbanaillinois.us before the close of business, Monday, January 24, 2022.



DATE: Tuesday, January 25, 2022
TIME: 6:00 P.M.
PLACE: Zoom

A G E N D A

NOTICE OF PUBLIC HEARING OF THE CITY OF URBANA COMMUNITY DEVELOPMENT COMMISSION

Notice is hereby given that the Community Development Commission of the City of Urbana, Champaign County, Illinois will hold a public hearing on Tuesday, January 25, 2022 at a special meeting at 6:00 p.m. via Zoom. The City of Urbana and Urbana HOME Consortium (comprised of the City of Urbana, the City of Champaign, and Champaign County Regional Planning Commission) is seeking citizen input regarding community needs. The City of Urbana is working to draft the 2022/2023 Annual Action Plan, which outlines the goals and budget for activities in Fiscal Year 2022/2023.

Submit written comments to the City of Urbana, Grants Management Division 400 S. Vine St., Urbana, IL 61801 or by e-mail to grants@urbanaininois.us before the close of business, Monday, January 24, 2022.

NOTICE DATED: January 20, 2022

- 1. Call to Order and Roll Call**
- 2. Approval of Minutes of Previous Meeting**
 - a. December 21, 2021
- 3. Additions To The Agenda**
- 4. Public Input**
- 5. Presentations**
 - a. Staff Report
- 6. Unfinished Business**
- 7. New Business**
 - a. **A RESOLUTION CERTIFYING A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FOR THE URBANA HOME CONSORTIUM (Habitat CHDO Certification 2021)**
 - b. **A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION AGREEMENT (Habitat**

Persons with disabilities needing special services or accommodations for this meeting should contact the City of Urbana's Americans with Disabilities Coordinator at 217-384-2366.

CHDO Developer PY 2021)

- c. **A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION AGREEMENT (Habitat CHDO Operating PY 2021)**
- d. **A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT (Courage Connection TBRA FY 2021-2022)**
- e. **A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT (Champaign County Regional Plan Commission TBRA FY 2021-2022)**
- f. **A Resolution Approving Amendment No. 1 to a City of Urbana Community Housing Development Organization Program Agreement (Habitat for Humanity of Champaign County, Inc.)**
- g. **Youth Services Grant Program - CDBG Public Service Funding (FY 2021-2022)**

8. Adjournment

You are invited to a Zoom webinar.

When: Jan 25, 2022 06:00 PM Central Time (US and Canada)

Topic: Community Development Commission

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85753132325>

Or One tap mobile :

US: +13126266799,,85753132325# or +19292056099,,85753132325#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782

Webinar ID: 857 5313 2325

International numbers available: <https://us02web.zoom.us/j/85753132325>



UNAPPROVED

MINUTES

COMMUNITY DEVELOPMENT COMMISSION MEETING

December 21, 2021, Zoom

Call to Order: Anne Heinze Silvis called the meeting to order at 6:03 p.m.

Roll Call: Breaden Belcher, Community Development Specialist, called the roll. A quorum was present.

Commission Members Present: Anne Heinze Silvis, Abdul Hakeem Salaam, Chris Diana, Patricia Jones, Rev. Robert Freeman

Commission Members Excused/Absent: None

Others Present: Sheila Dodd, Interim Community Development Services Director; Breaden Belcher, Community Development Specialist;

Approval of Minutes: Commissioner Freeman moved to approve the minutes of the November 23, 2021 Meeting, and Commissioner Diana seconded the motion. The motion carried with 4 votes. Commissioner Jones abstained since she was not in attendance at the November meeting.

Petitions and Communications: None

Audience Participation: Chair Person Heinze-Silvis stated that audience members could speak if they so wished or after a particular item is presented, no one from the audience stepped forward to speak. Mr. Belcher stated that no comment had been received via email.

Staff Report:

Mr. Belcher provided an update on the HOME-ARP program. Staff posted a Request for Proposals to the City website. The RFP is for a consultant that will prepare the City's allocation plan, which must be submitted to HUD before the HOME-ARP funding can be released. Commissioner Heinze Silvis asked what the timeline is for the planning process. Mr. Belcher stated that staff intend to follow the same planning schedule as the FY 2022-2023 Annual Action Plan.

Sheila Dodd provided a brief update on the 2022 CHDO application process. The deadline was Friday, December 17th. Habitat for Humanity submitted an application, and Ms. Dodd stated that First Followers was also intending to submit an application.

Mr. Belcher then updated the Commissioners on the FY21-22 Youth Services Grant program. The application closed on Friday, December 17th. Staff received applications from 7 agencies for 9 programs totaling \$280,026. The internal committee will meet in the next few weeks to review the materials and make funding determinations. Final decisions regarding funding will be brought to the Commission at the January, 2022 meeting.

Old Business: There were no items for this agenda

New Business:

Ms. Dodd presented 3 property transfers to the Commission for approval. Each lot is currently owned by the City. Staff is proposing transferring 704 N Broadway to Habitat for Humanity, 1407 Wiley to First Followers, and the Beslin lot to the neighboring property owner. Habitat for Humanity and First Followers plan to develop their respective lots.

Commissioner Diana asked Ms. Dodd if there were any concerns regarding the ability of First Followers to successfully complete the project due to capacity. He is concerned that the lots could sit vacant if the agency was not able to complete the project. Ms. Dodd stated that a provision of the agreement is that projects must be completed within 2 years, or the properties would be transferred back to the City. Ms. Dodd also assured Commissioner Diana that the City's partnership with First Followers has always been very positive, and that they have recently completed two affordable rental units in Champaign. Commissioner Salaam shared that he has been involved with First Followers in the past and believes they have the capacity to successfully complete these projects. Commissioner Diana thanked Ms. Dodd and Commissioner Salaam for their feedback.

Commissioner Silvis suggested voting on the 3 property transfers as one item, but Commissioner Diana requested they be voted on individually and Commissioner Silvis agreed. Mr. Belcher called the roll for each item individually. Each property transfer was approved by the Commission. Commissioner Salaam abstained from the vote on the First Followers property.

Commissioner Silvis asked if there was any additional business to discuss before adjourning the meeting. Ms. Dodd mentioned that staff were still seeking additional members for the Commission. She requested that Commissioners reach out to their network to see if anyone is interested in joining. Commissioner Diana asked if there was any conflict of interest concern if potential Commissioners live in target neighborhoods. Ms. Dodd said HUD does not offer guidance on this point, and believes it would not be a conflict of interest. Mr. Belcher mentioned that more information about the Commission can be found on the website and that Commissioners can send to interested parties.

Adjournment: Seeing no further business, Ms. Heinze Silvis adjourned the meeting at 6:28 p.m.

Recorded by
Breaden J. Belcher
Community Development Specialist



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

GRANTS MANAGEMENT DIVISION

TO: Community Development Commission Members
FROM: Sheila Dodd, Interim Community Development Services Director
Breaden Belcher, Community Development Specialist
DATE: January 25, 2022
SUBJECT: Staff Briefing

Department of Housing and Urban Development (HUD) Activity

- Monitoring update
- Senior housing developer, letter of support

OTHER GRANTS MANAGEMENT DIVISION ACTIVITIES

- Staff serving on Steering Committee for winter, low-barrier emergency shelter



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, Interim Community Development Services Director

DATE: January 20, 2022

SUBJECT: **A RESOLUTION CERTIFYING A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FOR THE URBANA HOME CONSORTIUM (Habitat CHDO Certification 2021)**

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION AGREEMENT (Habitat CHDO Developer PY 2021)

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION AGREEMENT (Habitat CHDO Operating PY 2021)

Description

Included on the agenda of the February 7, 2021 meeting of the Urbana City Council are Resolutions certifying Habitat for Humanity of Champaign County (Habitat) as a Community Housing Development Organization (CHDO), in order to be eligible to receive funding using Federal Program Year (PY) 2019 and 2021 CHDO Project and Operating funds through the HOME Investment Partnerships Program. The U.S. Department of Housing and Urban Development (HUD) requires that 15 percent of each annual allocation of HOME Investment Partnerships (HOME) Program funding be provided to a certified CHDO. The proposed funding of \$212,798 in project funds would assist Habitat in creating five new single-family units.

Certification

CHDOs are required to submit a certification application annually. Certification requirements include board make-up, nonprofit status, history of serving the community, and a number of other criteria. The City has received a completed CHDO Certification Application from Habitat. Habitat first became a certified CHDO in 2011.

Proposed Projects

In total, \$233,900 is available in CHDO project funding for FY2019 and FY2021. An additional \$40,984 is available for CHDO operating costs. Habitat is requesting \$197,500 for project funding and \$37,500 for operating costs. Below is the funding breakdown for each unit:

CHDO	Project Address	Funding Type	Amount
Habitat	1702 Fairlawn Urbana, IL 61801	CHDO Construction Financing and Down Payment Assistance if needed	\$39,500+ \$7,500 Operating
Habitat	1308 Dublin, Urbana, IL 61801	CHDO Construction Financing and Down Payment Assistance if needed	\$39,500+ \$7,500 Operating
Habitat	209 W Tremont, Champaign, IL 61820	CHDO Construction Financing and Down Payment Assistance if needed	\$39,500+ \$7,500 Operating
Habitat	1207 Eads, Urbana, IL 61801	CHDO Construction Financing and Down Payment Assistance if needed	\$39,500+ \$7,500 Operating
Habitat	305 Lynn, Urbana, IL 61801	CHDO Construction Financing and Down Payment Assistance if needed	\$39,500+ \$7,500 Operating

According to the application submitted, 1702 Fairlawn Street, Urbana, Illinois, is a vacant lot obtained by Habitat from a private donor. Construction is anticipated to be complete in the spring of 2022. A low income family has selected the lot as the site of their future home. The family is expected to move into the house in the fall of 2022. The project at 1308 Dublin Avenue, Urbana, Illinois, is a vacant lot obtained from the City of Urbana. Construction is predicted to start in the spring of 2022. A low-income family has selected the lot as the site of their future home. The family is expected to move into the house in the fall of 2022. The project at 209 W Tremont, Champaign, Illinois, is a vacant lot obtained from a private donor. Construction is predicted to start in the spring of 2022. A low-income family has selected the lot as the site of their future home. The family is expected to move into the house in the fall of 2022. The project at 1207 Eads, Urbana, Illinois, is a vacant lot obtained from the City of Urbana. Construction is predicted to start in the fall of 2022. A low-income family has selected the lot as the site of their future home. The family is expected to move into the house in the spring of 2023. The project at 305 Lynn, Urbana, Illinois, is a vacant lot obtained from the City of Urbana. Construction is predicted to start in the spring of 2023. A low-income family has selected the lot as the site of their future home. The family is expected to move into the house in the fall of 2023. The remaining construction financing sources for the projects include private donations along with Habitat for Humanity’s Fund for Humanity. These funds also serve as the match requirement stipulated in the HOME program guidelines of a minimum of 25 percent leverage using non-Federal funds.

Up to five percent of a Participating Jurisdiction’s total HOME allocation may be used to provide general operating assistance (CHDO Operating) to CHDOs that are receiving set-aside funds for an activity. Eligible operating expenses are reasonable and necessary costs for the operation of the CHDO, and include salaries, wages, benefits, or other compensation; employee training; office rent and utilities; communication costs; taxes and insurance; equipment, materials, and supplies.

Options

1. Forward one or more of the Resolutions as written to City Council with a recommendation of approval.
2. Forward one or more of the Resolutions to City Council with suggested changes.
3. Do not approve forwarding one or more of the Resolutions to City Council.

Fiscal Impacts

There will be no change to the City General Fund as a direct result of executing the proposed contracts. The City manages HOME funds as a pass-through agency, and all requests for grant funding

are made on a reimbursement schedule. Funding that is not committed to a CHDO in a manner acceptable to HUD is considered a shortfall and will be at risk of being de-obligated by HUD. HUD has set aside commitment deadlines for the funding but that will soon end.

Programmatic Impacts

The proposed projects are all in keeping with the goals and strategies outlined in the *City of Urbana and Urbana HOME Consortium Consolidated Plan FY 2020-2024*. CHDO project activities are funded by the 15-percent HOME Set-Aside and cannot be used for any other program or activity.

Recommendations

Staff recommends that the Resolutions Certifying Habitat as a CHDO, Approving a Developer Agreement with Habitat, and Approving CHDO Operating Agreement.

Attachments:

1. A RESOLUTION CERTIFYING A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FOR THE URBANA HOME CONSORTIUM (Habitat CHDO Certification 2021)
2. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION AGREEMENT (Habitat CHDO Developer PY 2021)
3. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION AGREEMENT (Habitat CHDO Operating PY 2021)

RESOLUTION NO. _____

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

(Habitat CHDO Certification PY 2021)

WHEREAS, the City Council of the City of Urbana, Illinois, has found and determined that certification of Habitat for Humanity of Champaign County as a Community Housing Development Organization for the Urbana HOME Consortium for FY 2021-2022 is desirable and necessary to carry out one of the corporate purposes of the City of Urbana, to wit: implementation of Strategies and Objectives to Address the Affordable Housing Needs of Low and Moderate Income Households described in the City of Urbana and Urbana HOME Consortium FY 2020-2024 Consolidated Plan.

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

Section 1. That Habitat for Humanity of Champaign County (Habitat) be identified and certified as a Community Housing Development Organization (CHDO) for the Urbana HOME Consortium for the projects described in the Urbana HOME Consortium Community Housing Development Organization Developer Agreement (Habitat CHDO Developer PY 2021), and as such, be eligible to request specific HOME funds set aside for use by CHDOs, under regulations set forth by the U.S. Department of Housing and Urban Development.

Section 2. That said certification and the benefits afforded by it be in effect for the duration of the projects specified in the Urbana HOME Consortium Community Housing Development Organization Developer Agreement (Habitat CHDO Developer PY 2021), or until such time that Council be informed of conditions necessitating a change in the status of Habitat as a CHDO.

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

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor

RESOLUTION NO. _____

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

(Habitat CHDO Developer PY 2021)

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

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

Section 1. That an Agreement providing \$212,198 in HOME Program funds, for the creation of two (6) affordable single family units, between the City of Urbana and Habitat for Humanity of Champaign County, in substantially the same form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor

RESOLUTION NO. _____

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

(Habitat CHDO Operating PY 2021)

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

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

Section 1. That an Agreement providing \$37,500 in HOME Program Operating funds, for administration and operating expenses related to the continued operation and agency capacity expansion, between the City of Urbana and Habitat for Humanity of Champaign County, in substantially the same form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor



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, Interim Community Development Services Director

DATE: January 20, 2022

SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT (Courage Connection TBRA FY 2021-2022)

Description

Included on the agenda of the February 7, 2022 Urbana City Council meeting is a resolution approving and authorizing the execution of an Urbana HOME Consortium subrecipient agreement as part of the HOME Investment Partnerships Program.

The proposed agreement would allocate \$150,000 in HOME funds from FY 2017, FY 2018, and FY 2019 to assist Courage Connection to fund a tenant-based rental assistance (TBRA) program for qualified low-income renters. The participants in this TBRA program may also be offered case management services through Courage Connection.

Background and Discussion

An estimated twenty (20) households are expected to benefit from TBRA through the proposed program, based on performance from previous funding agreements. Determining the actual number of beneficiaries is difficult due to differences in family size and monthly rents. Courage Connection is currently completing a HOME-funded TBRA program with twenty four clients.

Rental assistance would be provided by Courage Connection to each eligible tenant for a period of time not to exceed two (2) years. The proposed subrecipient agreement requires that all funds must be expended by June 30, 2024.

Courage Connection will provide the required 25% match through donations and nonfederal match contributions. Courage Connection has experienced no difficulty with regards to expending HOME funds in a timely manner in each of their prior funding agreements.

Options

1. Forward the Resolution to City Council with a recommendation of approval and authorizing the execution of an Urbana HOME Consortium subrecipient agreement with Courage Connection TBRA FY 2021-2022.
2. Forward the Resolution to City Council with recommendation of approval with suggested changes.

3. Do not approve the Resolution.

Fiscal Impacts

There will be no change to the City General Fund as a direct result of executing the proposed agreement. The funding proposed for this project is already incorporated into the FY 2020-2021 and FY 2021-2022 Annual Action Plans as amended. The proposed contract and expenditure of the funds for this agreement will assist in committing the Urbana HOME Consortium's funding in a timely manner.

Programmatic Impacts

The proposed TBRA project is in keeping with the goals and strategies outlined in the City of Urbana and Urbana HOME Consortium Consolidated Plan FY 2020-2024. The proposed agreement will utilize funding originally programmed for TBRA. Committing these program funds will help to secure future HOME funding in maintaining the Urbana HOME Consortium's commitment obligations and improving overall program performance.

Recommendations

Staff recommends the Community Development Commission forward the resolution to the Urbana City Council with a recommendation of approval.

Attachments:

1. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT (Courage Connection TBRA FY 2021-2022)
2. An Urbana HOME Consortium Subrecipient Agreement (Courage Connection TBRA FY 2021-2022)

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT**

(Courage Connection TBRA FY 2021-2022)

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

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

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

Section 1. That an Agreement providing \$150,000 in HOME Program funds, for the funding of a tenant-based rental assistance program, between the City of Urbana and Courage Connection, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same

is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor

URBANA HOME CONSORTIUM
TENANT BASED RENTAL ASSISTANCE PROGRAM

(Courage Connection TBRA FY 2017-2018)

THIS Subgrantee Agreement for a Tenant Based Rental Assistance Program, hereafter referred to as the “**AGREEMENT**”, is made and entered into this ____ day of _____, _____ by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the “**GRANTOR**”), and Courage Connection, an Illinois Not-For-Profit Organization.

WITNESSETH

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

WHEREAS, the Urbana HOME Consortium has received HOME Program funds from HUD to increase affordable housing opportunities for low-income residents of Urbana, Champaign, and unincorporated Champaign County; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 2015-2019 (hereinafter the “Consolidated Plan”) in accordance with an Intergovernmental Agreement Concerning Administration of a HOME Investment Partnership known as the Urbana HOME Consortium, executed by Mayor Tod Satterthwaite on behalf of the City on July 16, 2003 (hereinafter the “Intergovernmental Agreement”); and

WHEREAS, COURAGE CONNECTION has requested Urbana HOME Consortium funding to provide Tenant Based Rental Assistance to low-income households (hereinafter the “**TBRA PROGRAM**”); and

WHEREAS, the Consolidated Plan specifies local market conditions indicating a need for Tenant Based Rental Assistance, certifies that Tenant Based Rental Assistance is an essential component of the Consolidated Plan, and recommends that the Urbana HOME Consortium expand housing opportunities for low-income households at or below 60 percent of the median family income; and

WHEREAS, COURAGE CONNECTION desires to serve as a manager of the TBRA PROGRAM within the Cities of Champaign and Urbana and the unincorporated area of Champaign County; and

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

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

WHEREAS, COURAGE CONNECTION has been fully informed regarding all requirements or obligations that must be met by COURAGE CONNECTION in order to utilize HOME Program funds for the TBRA PROGRAM, including but not limited to, the requirement that all participating households must meet the income eligibility requirements at or below 60 percent of the median family income, in accordance with 24 CFR Part 92, Section 209; and

WHEREAS, on _____, _____, the Urbana City Council passed Resolution Number _____, a Resolution Approving the City of Urbana and Urbana HOME Consortium Annual Action Plan for Fiscal Year 2017-2018, wherein the City of Champaign set aside HOME funds to support ongoing Tenant Based Rental Assistance Programs currently operating in the Consortium area; and

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

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

ARTICLE I: HOME REQUIREMENTS

Section 1: Use of HOME Funds

The GRANTOR agrees to provide COURAGE CONNECTION an amount not to exceed **\$150,000** from its Federal Fiscal Year 2017-2018 HOME Program funding to be used for providing Tenant Based Rental Assistance to households at or below 60 percent of the Area Median Family Income as defined by the Department of Housing and Urban Development (HUD) on an annual basis as part of the TBRA PROGRAM. COURAGE CONNECTION shall use the Funds in accordance with the HOME program guidelines outlined in 24 CFR Part 92 in carrying out the TBRA PROGRAM in the manner described below:

- (a) COURAGE CONNECTION shall provide the GRANTOR with the budget and financial projection for each program year from the initial start of the TBRA PROGRAM to the lease termination for each client.
- (b) COURAGE CONNECTION shall ensure that each unit is inspected according to Housing Quality Standards prior to execution of a lease for each client participating in the TBRA PROGRAM, according to 24 CFR 92.209(h)(i).
- (c) COURAGE CONNECTION shall incorporate the sample documents for the TBRA PROGRAM as described in the "Program Manual" attached hereto and by reference made a part hereof.

Section 2: Affordability

COURAGE CONNECTION shall comply with all income determinations and subsidy limit requirements of the HOME Program as set forth in HUD Regulations 24 CFR 92.209, as applicable. COURAGE CONNECTION shall verify each family's income eligibility by determining the family's annual income in accordance with the Part 5 (Section 8) methodology allowed in 24 CFR 92.203. COURAGE CONNECTION is required to re-examine and document the family's income annually if assistance extends beyond one year.

The maximum subsidy limits are published by the Department of Housing and Urban Development annually and the TBRA PROGRAM shall adhere to these limits. Utility allowances are subject to change annually and must be recalculated based on the most recent publication as provided by the Housing Authority of Champaign County. All lease agreements must adhere to the most recent utility allowance publication available at the time of lease execution.

For purposes of this AGREEMENT, project completion means that the final drawdown has been disbursed for the project and COURAGE CONNECTION has submitted all necessary demographic and financial information to the GRANTEE.

Section 3: HOME Project Requirements

Project Requirements:

The GRANTOR shall provide HOME funds not to exceed **\$150,000** for eligible costs as described in 24 CFR 92.209.

The GRANTOR and COURAGE CONNECTION agree that HOME funds provided will be used for only those eligible costs listed in 24 CFR 92.209, including: rental assistance and security deposit payments. Administrative costs are not eligible, and as such will not be reimbursed by the GRANTOR.

COURAGE CONNECTION agrees to adhere to the tenant selection policies outlined in the "Program Manual" in "Attachment 1". All clients served must meet the income guidelines at or below 60 percent of the Median Family Income, as published by the Department of Housing and Urban Development each year. Preferences for clients with specific special needs cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

List of Documents

The following documents have been added to or made a part hereof by reference:

Attachment 1 – Program Manual

Attachment 2 – Standard Form-LLL, "Disclosure Form to Report Lobbying"

Attachment 3 – Quarterly Report Template

Attachment 4 – Budget

Attachment 5 - Statement of Special Conditions and Compliance with Uniform Administrative Requirements

Section 4: Housing Unit Standards

COURAGE CONNECTION agrees that all housing subsidized with HOME Funds shall meet Housing Quality Standards (HQS), according to the guidelines in 24 CFR 982.401. Housing shall be inspected initially prior to occupancy according to the guidelines provided in the “Program Manual” and must also be and re-inspected on an annual basis.

Section 5: Other TBRA PROGRAM Requirements

A. Non-discrimination and Equal Opportunity

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

1. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the GRANTOR and HUD.
2. It shall furnish the GRANTOR and HUD with information as they may require for the supervision of such compliance and will otherwise assist the GRANTOR and HUD in the discharge of primary responsibility for securing compliance.
3. It shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the GRANTOR, or HUD.
4. It shall abide by the Human Rights Ordinance as set forth in Chapter 12 of the Urbana Code of Ordinances.

B. Conflict of Interest

COURAGE CONNECTION guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from the same. COURAGE CONNECTION agrees that no members of the governing body of the locality in which COURAGE CONNECTION is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the AGREEMENT during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the services performed under this AGREEMENT. Unless expressly permitted by U.S. Department and Housing and Urban Development (“HUD”), COURAGE CONNECTION agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of COURAGE CONNECTION and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds, or who is in a position to participate in a decision making process to gain inside information with regard to such HOME-assisted activities, may obtain a financial interest or benefit from the

HOME-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. Unless expressly permitted by the GRANTOR, no officer, employee, agent or consultant of COURAGE CONNECTION, may occupy a HOME-assisted affordable housing unit in a project.

C. Prohibited Lease Terms

The lease may not contain any of the following provisions:

1. *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
2. *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
3. *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
4. *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
5. *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
6. *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;
7. *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
8. *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

D. Termination of tenancy

An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice to COURAGE CONNECTION and the tenant, specifying the grounds for the action at least 30 days before the termination of tenancy.

E. Air and Water

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

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

Section 6: Records and Reports

A. Records

COURAGE CONNECTION authorizes the GRANTOR and HUD to conduct on-site reviews, examine tenant income records, and to conduct any other procedure or practice necessary to assure compliance with this AGREEMENT and applicable HUD regulations. COURAGE CONNECTION will ensure that all documents related to this Project shall be kept for a period of five (5) years after project completion. Records to be retained include, but are not limited to: initial income verification and source documentation, rent calculation worksheets, lease agreements, and documentation used to request re-imbursement of expenses. COURAGE CONNECTION shall maintain such records and accounts, including program records, project records; financial records; equal opportunity records; records demonstrating compliance with the income determination and requirements of 24 CFR 92.203; record keeping requirements of 24 CFR 92.508; records demonstrating compliance with the lead-based paint requirements of 24 CFR 92.355; records supporting exceptions to the conflict of interest prohibition pursuant to 24 CFR 92.356; and any other records as are deemed necessary by the GRANTOR to assure a proper accounting and monitoring of all HOME Funds. In the event the GRANTOR determines that such records are not being adequately maintained by COURAGE CONNECTION, the GRANTOR may cancel this AGREEMENT in accordance with Article I Section 7 and Article II herein.

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

COURAGE CONNECTION shall retain all records and supporting documentation applicable to this AGREEMENT as provided below:

- (a) For Tenant Based Rental Assistance projects, records shall be retained for five (5) years after the project completion date.
- (b) Written agreements must be retained for five (5) years after date of project completion.
- (c) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records

must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

B. Reports

COURAGE CONNECTION agrees to submit to the GRANTOR the reports as described in this section. COURAGE CONNECTION will ensure that all documents related to these reports shall be kept for a period of five (5) years after project’s affordability period has been completed. Records to be retained include, but are not limited to: quarterly reports as described in this section; receipts and invoices for materials, supplies, and services; documentation used to request re-imbursement of expenses, and documentation of household income eligibility.

Quarterly Reports: COURAGE CONNECTION must submit quarterly reports no more than one month after the end of each quarter. The following table lists the end of the quarter and the corresponding quarterly report due date:

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

The quarterly reports shall be submitted by COURAGE CONNECTION quarterly until project completion. A sample is attached as “Attachment 3”.

Section 7: Enforcing of Agreement

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

- (a) Direct COURAGE CONNECTION 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 COURAGE CONNECTION to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- (c) Cancel or revise activities likely to be affected by the performance deficiency, before expending HOME Program funds for the activities;
- (d) Reprogram HOME funds that have not yet been expended from affected activities to other eligible activities or withhold HOME Program funds;

- (e) Direct the COURAGE CONNECTION to reimburse the GRANTOR's HOME Program accounts in any amount not used in accordance with the requirements of 24 CFR Part 92, et al;
- (f) Suspend disbursement of HOME Program funds for affected activities;
- (g) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the AGREEMENT and any other available remedies.

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

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

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

Section 8: Request for Disbursement of Funds

COURAGE CONNECTION shall not request disbursement of HOME Program funds until HOME Program funds are needed to pay eligible costs related to the TBRA PROGRAM. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation such as an invoice or performance-progress reports. The GRANTOR shall make payment to COURAGE CONNECTION within fourteen (14) calendar days of receipt of a complete and acceptable request by the GRANTOR. The GRANTOR reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to "Courage Connection". All monies granted to COURAGE CONNECTION pursuant to this AGREEMENT shall be expended by **June 30, 2021**. In the event that all funds are not disbursed, the remaining balance shall be retained by the City of Urbana to be reprogrammed for other eligible HOME Program activities.

Section 9: Duration of Agreement

This AGREEMENT shall be effective as of the date executed by the Mayor and attested by the City Clerk and shall remain in effect until five years after project completion when all files may be destroyed in accordance with State and Federal law.

ARTICLE II: FINANCIAL RESPONSIBILITY

The allocation of funds by the GRANTOR pursuant to this AGREEMENT shall in no way obligate the GRANTOR for any financial responsibility incurred by the TBRA PROGRAM in

excess of the funding pledged herein. The GRANTOR reserves the right to withhold pledged funds if the GRANTOR is not satisfied with the COURAGE CONNECTION's compliance with the terms and conditions of performance outlined in this AGREEMENT.

ARTICLE III: CERTIFICATIONS

COURAGE CONNECTION represents the following with respect to this AGREEMENT.

- A. COURAGE CONNECTION possesses legal authority to receive HOME Program funds from the GRANTOR and to undertake and execute the TBRA PROGRAM as described herein.
- B. The governing body of COURAGE CONNECTION has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this AGREEMENT including all understandings and assurances contained herein, and directing and designating the authorized representative of COURAGE CONNECTION to act in connection with this AGREEMENT and to provide such additional information as may be required.
- C. COURAGE CONNECTION, its successors and assigns, agrees to develop and operate the TBRA PROGRAM in accordance with HOME Program regulations promulgated at 24 CFR Part 92.
- D. COURAGE CONNECTION agrees to give maximum feasible priority to very low-income persons when administering the TBRA PROGRAM described herein.
- F. COURAGE CONNECTION acknowledges it shall match HOME Program funds disbursed by the GRANTOR and pursuant to this AGREEMENT in the amount of **\$37,500** in non-federal funds as defined in 24 CFR Part 92.220. All documentation of said match funds must be filed and submitted to GRANTOR upon request.
- G. COURAGE CONNECTION shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of Federal funds for the TBRA PROGRAM. COURAGE CONNECTION agrees to maintain financial records in accordance with applicable Federal guidelines; OMB circulars A-110, A-122, and A-133; the following requirements of 24 CFR Part 84: 84.2, 84.5, 84.13, 84.16, 84.21, 84.22, 84.26 - 84.28, 84.30, 84.31, 84.34 - 84.37, 84.40 - 84.48, 84.51, 84.60 - 84.62, 84.72, and 84.73. COURAGE CONNECTION shall separately and accurately identify use of HOME funds pursuant to this AGREEMENT. COURAGE CONNECTION will also comply with federal regulations stated at 2 CFR 200.
- H. COURAGE CONNECTION shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which COURAGE CONNECTION receives federal financial assistance.

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

If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the GRANTOR, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, COURAGE CONNECTION will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," as provided in "Attachment 2" and in accordance with the corresponding instructions.

- K. COURAGE CONNECTION shall give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the PROGRAM.
- L. COURAGE CONNECTION shall at all times observe and comply with all laws, ordinances, or regulations of Federal, State, and local governments which may in any manner affect the performance of this AGREEMENT. COURAGE CONNECTION shall be liable to perform all acts to the GRANTOR in the same manner as the GRANTOR performs these functions to the Federal government.
- M. COURAGE CONNECTION shall be responsible for any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees, officers, or agents of COURAGE CONNECTION, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this TBRA PROGRAM, whether such loss, damage, injury, or liability is contributed to by the negligence of the GRANTOR or its officers, employees, or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that COURAGE CONNECTION shall have no liability for damages or the costs incident thereto caused by the sole negligence of the GRANTOR, or its officers, employees, or agents.
- N. COURAGE CONNECTION shall have full control of the ways and means of performing the services referred to herein. COURAGE CONNECTION acknowledges and agrees that its employees, representatives, and agents may in no respect be considered employees of the GRANTOR.

ARTICLE IV: NOTICES

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

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

TO: Executive Director
 Courage Connection
 508 East Church Street
 Champaign, IL 61820

ARTICLE V: CONTINGENCIES

This AGREEMENT, including the provision of funds by the GRANTOR for the TBRA PROGRAM as described herein, is contingent upon the signing of GRANTOR and COURAGE CONNECTION.

ARTICLE VI: ASSIGNMENT

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

ARTICLE VII: MODIFICATION

No modification of this AGREEMENT shall be effective unless in writing and executed by the parties hereto.

ARTICLE VIII: EXECUTION OF AGREEMENT

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

ARTICLE IX: PROJECT PUBLICITY

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

ARTICLE X: MONITORING AND EVALUATING

The GRANTOR shall be responsible for monitoring and/or evaluating all aspects of the services provided by COURAGE CONNECTION under this AGREEMENT. The GRANTOR shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the GRANTOR or HUD to accomplish this monitoring and/or evaluation. In

order to properly monitor or evaluate the COURAGE CONNECTION'S performance under this AGREEMENT, the GRANTOR shall make on-site inspections annually or as often as it deems necessary. Failure by the COURAGE CONNECTION to assist the GRANTOR in this effort, including allowing the GRANTOR to conduct the on-site inspections and have access to the COURAGE CONNECTION'S records, shall result in the imposition of sanctions as specified in Article I Section 7 herein.

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

ARTICLE XI: INDEMNIFICATION

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

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

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

[Continued on next page]

ARTICLE XII: SIGNATURE OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by its officers as of the date first written above.

GRANTOR:

COURAGE CONNECTION:

Diane Wolfe Marlin, Mayor

Isak Griffiths, Executive Director

Charles Smyth, City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **Isak Griffiths**, 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 she signed and delivered the said instrument as her free and voluntary act in her capacity as Executive Director of COURAGE CONNECTION, and as the free and voluntary act of said organization for the purposes therein set forth.

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

Notary Public

Attachment 4 - Budget

CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION FOR CHAMPAIGN COUNTY

TBRA Budgeted Amount:	\$150,000.00
Maximum Project Delivery:	<u>\$27,671.50</u>
TOTAL	\$177,671.50

Required Match: **\$37,500.00**

Project Funds are to be expended on the following activities:

Tenant Based Rental Assistance Program

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

Project delivery (PD) can be reimbursed as needed for staff time spent undertaking the following actions directly attributable to undertaking the Tenant Based Rental Assistance Program: inspecting the housing to be occupied by a TBRA recipient, determining income eligibility of applicants, including the time associated with documenting and verifying income and asset sources, determining the amount of the tenant-based assistance that an applicant is eligible for

Budgeted Item	HOME Funds Allocated
Tenant Based Rental Assistance Program: Lease#1	\$10,000.00 + \$2,767.15 PD
Tenant Based Rental Assistance Program: Lease #2	\$10,000.00 + \$2,767.15 PD
Tenant Based Rental Assistance Program: Lease #3	\$10,000.00 + \$2,767.15 PD
Tenant Based Rental Assistance Program: Lease #4	\$10,000.00 + \$2,767.15 PD
Tenant Based Rental Assistance Program: Lease #5	\$10,000.00 + \$2,767.15 PD
Tenant Based Rental Assistance Program: Lease #6	\$10,000.00 + \$2,767.15 PD
Tenant Based Rental Assistance Program: Lease #7	\$10,000.00 + \$2,767.15 PD
Tenant Based Rental Assistance Program: Lease #8	\$10,000.00 + \$2,767.15 PD
Tenant Based Rental Assistance Program: Lease #9	\$10,000.00 + \$2,767.15 PD
Tenant Based Rental Assistance Program: Lease #10	\$10,000.00 + \$2,767.15 PD
Tenant Based Rental Assistance Program: Lease #11	\$10,000.00 + \$2,767.15 PD
Tenant Based Rental Assistance Program: Lease #12	\$10,000.00 + \$2,767.15 PD
Tenant Based Rental Assistance Program: Lease #13	\$10,000.00 + \$2,767.15 PD
Tenant Based Rental Assistance Program: Lease #14	\$10,000.00 + \$2,767.15 PD
Tenant Based Rental Assistance Program: Lease #15	\$10,000.00 + \$2,767.15 PD
Total	\$177,671.50 HOME (+ Match Required)

ATTACHMENT 5: Statement of Special Conditions and Compliance with Uniform Administrative Requirements

COURAGE CONNECTION understands and agrees that it is eligible to receive funds for **FY 2017-2018 Courage Connection Tenant Based Rental Assistance** pursuant to this agreement.

The following conditions, in addition to those established in the agreement itself, and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this project, have been set forth and must also be complied with in order for COURAGE CONNECTION to receive HOME Program Assistance for **FY 2017-2018 Courage Connection Tenant Based Rental Assistance**.

COURAGE CONNECTION agrees that funds received from the Urbana HOME Consortium pursuant to this agreement shall be used to cover project costs. COURAGE CONNECTION shall report semi-annually for periods ending December 31st and June 30th all program income generated by activities carried out with HOME funds made available under this agreement. COURAGE CONNECTION shall manage program income generated during activities permitted under this agreement as per Article XIII of the attached agreement. COURAGE CONNECTION shall follow the program income requirements as outlined in Section 200.307 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule ("Omni Circular").

1. COURAGE CONNECTION agrees to submit semi-annual Progress Reports to the Urbana HOME Consortium (hereinafter the "GRANTOR") in an agreed upon format. Progress Reports shall be due December 31st and June 30th. The GRANTOR shall not process final billing requests for payment until a final Progress Report upon project completion is submitted.
2. COURAGE CONNECTION agrees to maintain financial records in accordance with the applicable federal OMB Circulars A-110 and A-122 and to separately and accurately identify use of HOME Program funds pursuant to this agreement.
3. COURAGE CONNECTION acknowledges and affirms that it has the organizational capacity to adhere to collection and reporting requirements, regarding performance measures, as required by Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule Subpart D, Sections 200.300-200.303. Such performance measures will be decided upon by COURAGE CONNECTION and the City of Urbana's Grants Management Division. COURAGE CONNECTION is permitted to demonstrate organizational capacity by various methods, including but not limited to:
 - Use of OMB-approved standard information collections when providing financial and performance information;
 - Providing financial data showing performance accomplishments of the Grant award;
 - Cost information shall be distributed to the GRANTOR to demonstrate cost effective practices;
 - COURAGE CONNECTION shall provide the GRANTOR with the same information required by the Federal awarding agency under sections 200.301 and 200.210; and
 - All expenditures shall be accounted for, in compliance with requirements under section 200.302, as interpreted by the GRANTOR.

4. COURAGE CONNECTION agrees to follow either the procurement guidelines set forth in Section 200.320 of the Omni Circular, or the procurement guidelines/standards which COURAGE CONNECTION uses during its normal course of business; whichever of the two guidelines is more restrictive. If the procurement methods that COURAGE CONNECTION uses during its normal course of business are more restrictive, those guidelines shall be used, and a copy of those guidelines will be attached to this agreement as Attachment D and will be incorporated into this agreement by reference. If the procurement guidelines set forth in Section 200.320 of the Omni Circular are more restrictive, then the program procurement methods shall be limited to procurement by (a) small purchase procedures; (b) sealed bids; (c) competitive proposals; or (d) noncompetitive proposals, as directed by and outlined in Section 200.320.

5. COURAGE CONNECTION agrees to provide the City of Urbana's Community Development Services Department with regular reports, and any other reports which the Department may require for compliance under this agreement, including reports on performance measures, as outlined in Section 200.301 of the Omni Circular. COURAGE CONNECTION and the GRANTOR shall decide upon such performance measures based on the requirements outlined by HUD for the category of eligible activities that COURAGE CONNECTION's program engages in. COURAGE CONNECTION shall use OMB-approved information collection standards, when providing financial and performance information. COURAGE CONNECTION shall provide financial data, and its relation to performance accomplishments, of the federal award. COURAGE CONNECTION agrees to provide the GRANTOR with (a) documents pertaining to procedures; (b) copies of all contracts and subcontracts for work financed in whole or in part with assistance provided under this agreement; and (c) (if applicable) regularly updated schedules of program activities.

6. COURAGE CONNECTION shall obtain written permission from the City of Urbana Grants Management Division Manager or Community Development Director prior to any change in the approved budget or program plans following Omni Circular Section 200.308(C) (increase or decrease) of ten percent (10%) of the line item's budget or \$500, whichever is less, to any account under COURAGE CONNECTION's line item budget. In order for the GRANTOR to approve such a request, COURAGE CONNECTION's written request must contain, at a minimum: (a) the reason and justification for the change; (b) the amounts to be changed; and (c) a description of which line items are affected. Changes made without the GRANTOR's prior approval may result in non-reimbursement of expenditures from those affected line items.

7. COURAGE CONNECTION shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any HOME cash advances. COURAGE CONNECTION shall comply with the bonding and insurance requirements of the Omni Circular 200.310 and 200.325, Insurance and Bonding requirements.

8. COURAGE CONNECTION further agrees to maintain written standards of conduct covering conflicts of interest, as outlined in the Omni Circular Sections 200.318(c)(1) & (2). These standards of conduct will include language stating that no employee, officer, or agent will participate in the selection, award or administration of a contract supported by HOME funds, if

that employee, officer or agent has a real or apparent conflict of interest. Conflicts of interest arise if the employee, officer, agent, the immediate family member of such a person, the partner of such a person, or an organization which employs such a person or is about to employ such a person, has any financial or other interest in or may gain a tangible personal benefit from a firm considered for a contract. Such officers, employees or agents of COURAGE CONNECTION may not solicit or accept anything of monetary value from contractors or subcontractors, unless it is an unsolicited gift of nominal value which would in no way influence the recipient to engage in conduct which would amount to a conflict of interests. The written standards must also include standards of conduct covering organizational conflicts of interest, in which COURAGE CONNECTION may be unable or appears to be unable to be impartial in conducting procurement actions due to relationships between COURAGE CONNECTION and relationships with a parent company, affiliate, or subsidiary organization. The written standards provided by COURAGE CONNECTION will include disciplinary actions to be applied for violations of such standards.

9. As a non-governmental entity, COURAGE CONNECTION shall comply with the regulations, policies, guidelines, requirements and standards of 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, as specified in this paragraph:

- Subpart B - "General Provisions";
- Subpart C - "Pre-Federal Award Requirements and Contents of Federal Awards," except for Section 200.203, "Notices of funding opportunities," 200.204, "Federal awarding agency review of merit of proposals," 200.205, "Federal awarding agency review of risk posed by applicants," and 200.207, "Specific conditions," which are required only for competitive federal awards;
- Subpart D - "Post Federal Award Requirements Standards for Financial and Program Management," except for:
 - Section 200.305, "Payment." The GRANTOR shall follow the standards contained in 24 CFR 85.20(b)(7) and 85.21 in making payments to COURAGE CONNECTION;
 - Section 200.306, "Cost Sharing or Matching";
 - Section 200.307, "Program Income." In lieu of paragraph 200.307, COURAGE CONNECTION shall follow HOME program regulations;
 - Section 200.308, "Revision of Budget and Program Plans";
 - Section 200.311, "Real property." In lieu of 200.311, COURAGE CONNECTION shall follow HOME program regulations;
 - 24 CFR 84.34(g) "Equipment." In lieu of the disposition provisions of paragraph 84.34(g), the following applies:
 - In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which HOME funds were used to acquire the equipment); and
 - Equipment not needed by COURAGE CONNECTION for HOME activities shall be transferred to the GRANTOR for the HOME program or shall be retained after compensating the recipient;

- 24 CFR 84.51(b), (c), (d), (e), (f), (g), and (h), "Monitoring the Reporting Program Performance";
 - 24 CFR 84.52, "Financial Reporting";
 - 24 CFR 84.53(b), "Retention and Access Requirements for Records," applies with the following exceptions:
 - The retention period referenced in paragraph 84.53(b) pertaining to individual HOME activities shall be eleven years following grant close out; and
 - The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520 in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
 - 24 CFR 84.61 "Termination".
 - Subpart D - "After-the Award Requirements," except for 24 CFR 84.71,"Closeout Procedures."
10. Records maintained by COURAGE CONNECTION pursuant to this agreement shall be available for inspection upon request by the GRANTOR and HUD.



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, Interim Community Development Services Director

DATE: January 20, 2022

SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT (Champaign County Regional Planning Commission TBRA FY 2021-2022)

Description

Included on the agenda of the February 7, 2022 Urbana City Council meeting is a resolution approving and authorizing the execution of an Urbana HOME Consortium subrecipient agreement as part of the HOME Investment Partnerships Program.

The proposed agreement would allocate \$195,407 from FY 2020 and FY 2021 Champaign County project funds, from the allocation of HOME funds to assist Champaign County Regional Planning Commission (CCRPC) to fund a tenant-based rental assistance (TBRA) program for qualified low-income renters. The participants in this TBRA program may also be offered case management.

Background and Discussion

An estimated twenty (20) households are expected to benefit from TBRA through the proposed program, based on performance from previous funding agreements. Determining the actual number of beneficiaries is difficult due to differences in family size and monthly rents. CCRPC is currently maintaining a HOME-funded TBRA program with fifteen clients, and currently has the staff to manage additional clients as well.

Rental assistance would be provided by CCRPC to each eligible tenant for a period of time not to exceed two (2) years. The proposed subrecipient agreement requires that all funds must be expended by June 30, 2024.

Champaign County will provide the required 25% match through excess match contributions available through the HOME Consortium through the three year term of the agreement. Champaign County has experienced no difficulty with regards to expending HOME funds in a timely manner in each of their prior funding agreements.

Options

1. Forward the Resolution to City Council with a recommendation of approval and authorizing the execution of an Urbana HOME Consortium subrecipient agreement with Champaign County Regional Planning Commission TBRA FY 2021-2022.

2. Forward the Resolution to City Council with recommendation of approval with suggested changes.
3. Do not approve the Resolution.

Fiscal Impacts

There will be no change to the City General Fund as a direct result of executing the proposed agreement. The funding proposed for this project is already incorporated into the FY 2020-2021 and FY 2021-2022 Annual Action Plans as amended. The proposed contract and expenditure of the funds for this agreement will assist in committing the Urbana HOME Consortium's funding in a timely manner.

Programmatic Impacts

The proposed TBRA project is in keeping with the goals and strategies outlined in the City of Urbana and Urbana HOME Consortium Consolidated Plan FY 2020-2024. The proposed agreement will utilize funding originally programmed for TBRA. Committing these program funds will help to secure future HOME funding in maintaining the Urbana HOME Consortium's commitment obligations and improving overall program performance.

Recommendations

Staff and the Community Development Commission recommend Urbana City Council approved the attached Resolution.

Attachments:

1. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT (Champaign County Regional Plan Commission TBRA FY 2021-2022)
2. An Urbana HOME Consortium Subrecipient Agreement (Champaign County Regional Planning Commission TBRA FY 2021-2022)

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT**

(Champaign County Regional Plan Commission TBRA FY 2021-2022)

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

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

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

Section 1. That an Agreement providing \$195,407 in HOME Program funds, for the funding of a tenant-based rental assistance program, between the City of Urbana and Champaign County Regional Plan Commission, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same

is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor

URBANA HOME CONSORTIUM
TENANT BASED RENTAL ASSISTANCE PROGRAM

(CCRPC TBRA FY 2020-2021 and FY 2021-2022)

THIS Subgrantee Agreement for a Tenant Based Rental Assistance Program, hereafter referred to as the “**AGREEMENT**”, is made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the “**GRANTOR**”), and CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION, (hereinafter “**CCRPC**”).

WITNESSETH

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

WHEREAS, the Urbana HOME Consortium has received HOME Program funds from HUD to increase affordable housing opportunities for low-income residents of Urbana, Champaign, and unincorporated Champaign County; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 2020-2024 (hereinafter the “Consolidated Plan”) in accordance with an Intergovernmental Agreement Concerning Administration of a HOME Investment Partnership known as the Urbana HOME Consortium, executed by Mayor Tod Satterthwaite on behalf of the City on July 16, 2003 (hereinafter the “Intergovernmental Agreement”); and

WHEREAS, CCRPC has requested Urbana HOME Consortium funding to provide Tenant Based Rental Assistance to low-income households (hereinafter the “**TBRA PROGRAM**”); and

WHEREAS, the Consolidated Plan specifies local market conditions indicating a need for Tenant Based Rental Assistance, certifies that Tenant Based Rental Assistance is an essential component of the Consolidated Plan, and recommends that the Urbana HOME Consortium expand housing opportunities for low-income households at or below 60 percent of the median family income; and

WHEREAS, CCRPC desires to serve as a manager of the TBRA PROGRAM within the Cities of Champaign and Urbana and the unincorporated area of Champaign County; and

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

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

WHEREAS, CCRPC has been fully informed regarding all requirements or obligations that must be met by CCRPC in order to utilize HOME Program funds for the TBRA PROGRAM, including but not limited to, the requirement that all participating households must meet the income eligibility requirements at or below 60 percent of the median family income, in accordance with 24 CFR Part 92, Section 209; and

WHEREAS, CCRPC, having been fully informed regarding the requirements of the HOME Program, is committed to starting the TBRA PROGRAM with the assistance of HOME Program funds on or before February 15, 2022 and has made necessary arrangements to provide any required matching private contribution towards the cost of said PROGRAM.

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

ARTICLE I: HOME REQUIREMENTS

Section 1: Use of HOME Funds

The GRANTOR agrees to provide CCRPC an amount not to exceed **\$195,407** from its Federal Fiscal Year FY 2020-2021 and FY 2021-2022 HOME Program funding carryover to be used for providing Tenant Based Rental Assistance to households at or below 60 percent of the Area Median Family Income as defined by the Department of Housing and Urban Development (HUD) on an annual basis as part of the TBRA PROGRAM. CCRPC shall use the Funds in accordance with the HOME program guidelines outlined in 24 CFR Part 92 in carrying out the TBRA PROGRAM in the manner described below:

- (a) CCRPC shall provide the GRANTOR with the budget and financial projection for each program year from the initial start of the TBRA PROGRAM to the lease termination for each client.
- (b) CCRPC shall ensure that each unit is inspected according to Housing Quality Standards prior to execution of a lease for each client participating in the TBRA PROGRAM, according to 24 CFR 92.209(h)(i).
- (c) CCRPC shall incorporate the sample documents for the TBRA PROGRAM as described in the “Program Manual” attached hereto and by reference made a part hereof.

Section 2: Affordability

CCRPC shall comply with all income determinations and subsidy limit requirements of the HOME Program as set forth in HUD Regulations 24 CFR 92.209, as applicable. CCRPC shall verify each family’s income eligibility by determining the family’s annual income in accordance with the Part 5 (Section 8) methodology allowed in 24 CFR 92.203. CCRPC is required to re-examine and document the family’s income annually if assistance extends beyond one year.

The maximum subsidy limits are published by the Department of Housing and Urban Development annually and the TBRA PROGRAM shall adhere to these limits. Utility allowances are subject to change annually and must be recalculated based on the most recent publication as provided by the Housing Authority of Champaign County. All lease agreements must adhere to the most recent utility allowance publication available at the time of lease execution.

For purposes of this AGREEMENT, project completion means that the final drawdown has been disbursed for the project and CCRPC has submitted all necessary demographic and financial information to the GRANTEE.

Section 3: HOME Project Requirements

Project Requirements:

The GRANTOR shall provide HOME funds not to exceed **\$195,407** for eligible costs as described in 24 CFR 92.209. 9

The GRANTOR and CCRPC agree that HOME funds provided will be used for only those eligible costs listed in 24 CFR 92.209, including: rental assistance, security deposit payments, case management and inspection costs. Administrative costs are not eligible, and as such will not be reimbursed by the GRANTOR.

CCRPC agrees to adhere to the tenant selection policies outlined in the “Program Manual” in “Attachment 1”. All clients served must meet the income guidelines at or below 60 percent of the Median Family Income, as published by the Department of Housing and Urban Development each year. Preferences for clients with specific special needs cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

List of Documents

The following documents have been added to or made a part hereof by reference:

Attachment 1 – Program Manual

Attachment 2 – Standard Form-LLL, “Disclosure Form to Report Lobbying”

Section 4: Housing Unit Standards

CCRPC agrees that all housing subsidized with HOME Funds shall meet Housing Quality Standards (HQS), according to the guidelines in 24 CFR 982.401. Housing shall be inspected initially prior to occupancy according to the guidelines provided in the “Program Manual” and must also be reinspected on an annual basis.

Section 5: Other TBRA PROGRAM Requirements

A. Non-discrimination and Equal Opportunity

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

1. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the GRANTOR and HUD.

2. It shall furnish the GRANTOR and HUD with information as they may require for the supervision of such compliance and will otherwise assist the GRANTOR and HUD in the discharge of primary responsibility for securing compliance.
3. It shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the GRANTOR, or HUD.
4. It shall abide by the Human Rights Ordinance as set forth in Chapter 12 of the Urbana Code of Ordinances.

B. Conflict of Interest

CCRPC guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from the same. CCRPC agrees that no members of the governing body of the locality in which CCRPC is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the AGREEMENT during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the services performed under this AGREEMENT. Unless expressly permitted by U.S.

Department and Housing and Urban Development (“HUD”), CCRPC agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of CCRPC and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds, or who is in a position to participate in a decision making process to gain inside information with regard to such HOME-assisted activities, may obtain a financial interest or benefit from the HOME-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. Unless expressly permitted by the GRANTOR, no officer, employee, agent or consultant of CCRPC, may occupy a HOME-assisted affordable housing unit in a project.

C. Prohibited Lease Terms

The lease may not contain any of the following provisions:

1. *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
2. *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
3. *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner’s agents legally responsible for any action or failure to act, whether intentional or negligent;
4. *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
5. *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the

tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

6. *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;
7. *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
8. *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

D. Termination of tenancy

An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice to CCRPC and the tenant, specifying the grounds for the action at least 30 days before the termination of tenancy.

E. Air and Water

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

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

Section 6: Records and Reports

A. Records

CCRPC authorizes the GRANTOR and HUD to conduct on-site reviews, examine tenant income records, and to conduct any other procedure or practice necessary to assure compliance with this AGREEMENT and applicable HUD regulations. CCRPC will ensure that all documents related to this Project shall be kept for a period of five (5) years after project completion (estimated at June 2028). Records to be retained include, but are not limited to: initial income verification and source documentation, rent calculation worksheets, lease agreements, and documentation used to request re-imbusement of expenses. CCRPC shall maintain such records and accounts, including program records, project records; financial records; equal opportunity records; records demonstrating compliance with the income determination and requirements of 24 CFR 92.203; record keeping requirements of 24 CFR 92.508; records demonstrating compliance with the lead-based paint requirements of 24 CFR 92.355; records supporting exceptions to the conflict of interest prohibition pursuant to 24 CFR 92.356; and any other records as are deemed necessary by the GRANTOR to assure a proper accounting and monitoring of all HOME Funds. In the event the GRANTOR determines that such records are not being adequately maintained by

CCRPC, the GRANTOR may cancel this AGREEMENT in accordance with Article I Section 7 and Article II herein.

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

- (a) For Tenant Based Rental Assistance projects, records shall be retained for five (5) years after the project completion date.
- (b) Written agreements must be retained for five (5) years after date of project completion.
- (c) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

B. Reports

CCRPC agrees to submit to the GRANTOR the reports as described in this section. CCRPC will ensure that all documents related to these reports shall be kept for a period of five (5) years after project's affordability period has been completed (estimated at June 2028). Records to be retained include, but are not limited to: receipts and invoices for materials, supplies, and services; documentation used to request re-imbusement of expenses, and documentation of household income eligibility.

Section 7: Enforcing of Agreement

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

- (a) Direct CCRPC 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 CCRPC to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- (c) Cancel or revise activities likely to be affected by the performance deficiency, before expending HOME Program funds for the activities;

- (d) Reprogram HOME funds that have not yet been expended from affected activities to other eligible activities or withhold HOME Program funds;
- (e) Direct the CCRPC to reimburse the GRANTOR's HOME Program accounts in any amount not used in accordance with the requirements of 24 CFR Part 92, et al;
- (f) Suspend disbursement of HOME Program funds for affected activities;
- (g) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the AGREEMENT and any other available remedies.

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

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

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

Section 8: Request for Disbursement of Funds

CCRPC shall not request disbursement of HOME Program funds until HOME Program funds are needed to pay eligible costs related to the TBRA PROGRAM. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation such as an invoice or performance-progress reports. The GRANTOR shall make payment to CCRPC within fourteen (14) calendar days of receipt of a complete and acceptable request by the GRANTOR. The GRANTOR reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to "CCRPC, Inc." All monies granted to CCRPC pursuant to this AGREEMENT shall be expended by **June 30, 2024**. In the event that all funds are not disbursed, the remaining balance shall be retained by the City of Urbana to be reprogrammed for other eligible HOME Program activities.

Section 9: Duration of Agreement

This AGREEMENT shall be effective as of the date executed by the Mayor and attested by the City Clerk and shall remain in effect until the latest of the following dates or events: June 30, 2024; or five years after project completion when all files may be destroyed in accordance with State and Federal law.

ARTICLE II: FINANCIAL RESPONSIBILITY

The allocation of funds by the GRANTOR pursuant to this AGREEMENT shall in no way obligate the GRANTOR for any financial responsibility incurred by the TBRA PROGRAM in excess of the

funding pledged herein. The GRANTOR reserves the right to withhold pledged funds if the GRANTOR is not satisfied with the CCRPC's compliance with the terms and conditions of performance outlined in this AGREEMENT.

ARTICLE III: CERTIFICATIONS

CCRPC represents the following with respect to this AGREEMENT.

- A. CCRPC possesses legal authority to receive HOME Program funds from the GRANTOR and to undertake and execute the TBRA PROGRAM as described herein.
- B. The governing body of CCRPC has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this AGREEMENT including all understandings and assurances contained herein, and directing and designating the authorized representative of CCRPC to act in connection with this AGREEMENT and to provide such additional information as may be required.
- C. CCRPC, its successors and assigns, agrees to develop and operate the TBRA PROGRAM in accordance with HOME Program regulations promulgated at 24 CFR Part 92.
- D. CCRPC agrees to give maximum feasible priority to very low-income persons when administering the TBRA PROGRAM described herein.
- E. CHAMPAIGN COUNTY may contribute to or utilize excess match accumulated by Consortium members. Any new CHAMPAIGN COUNTY match contributions to the Program must be submitted to URBANA along with documentation of qualified matching funds and source of funds to URBANA in accordance with the HOME Program requirements at 24 CFR 92.220. The Consortium agrees to share excess match credit in accordance with the HOME Program requirements at 24 CFR 92.220.
- F. CCRPC shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of Federal funds for the TBRA PROGRAM. CCRPC agrees to maintain financial records in accordance with applicable Federal guidelines 2 CFR Part 200. CCRPC shall separately and accurately identify use of HOME funds pursuant to this AGREEMENT.
- G. CCRPC shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which CCRPC receives federal financial assistance.
- H. CCRPC shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- I. No Federal appropriated funds have been paid or will be paid, by or on behalf of CCRPC, to any person for influencing or attempting to influence an officer or employee of any agency including the GRANTOR, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the GRANTOR, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, CCRPC will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," as provided in "Attachment 2" and in accordance with the corresponding instructions.

- J. CCRPC shall give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the PROGRAM.
- K. CCRPC shall at all times observe and comply with all laws, ordinances, or regulations of Federal, State, and local governments which may in any manner affect the performance of this AGREEMENT. CCRPC shall be liable to perform all acts to the GRANTOR in the same manner as the GRANTOR performs these functions to the Federal government.
- L. CCRPC shall be responsible for any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees, officers, or agents of CCRPC, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this TBRA PROGRAM, whether such loss, damage, injury, or liability is contributed to by the negligence of the GRANTOR or its officers, employees, or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that CCRPC shall have no liability for damages or the costs incident thereto caused by the sole negligence of the GRANTOR, or its officers, employees, or agents.
- M. CCRPC shall have full control of the ways and means of performing the services referred to herein. CCRPC acknowledges and agrees that its employees, representatives, and agents may in no respect be considered employees of the GRANTOR.

ARTICLE IV: NOTICES

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

TO THE GRANTOR: Sheila Dodd, Manager
Grants Management Division
400 South Vine Street
Urbana, Illinois 61801

TO: Dalitso Sulamoyo, Chief Executive Officer
CCRPC
1776 E. Washington St.
Urbana, IL 61802

ARTICLE V: CONTINGENCIES

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

ARTICLE VI: ASSIGNMENT

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

ARTICLE VII: MODIFICATION

No modification of this AGREEMENT shall be effective unless in writing and executed by the parties hereto.

ARTICLE VIII: EXECUTION OF AGREEMENT

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

ARTICLE IX: PROJECT PUBLICITY

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

ARTICLE X: MONITORING AND EVALUATING

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

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

ARTICLE XI: INDEMNIFICATION

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

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

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

ARTICLE XII: SIGNATURE OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by its officers as of the date first written above.

GRANTOR:

CCRPC:

Diane Wolf Marlin, Mayor

Dalitso Sulamoyo, Chief Executive Officer

Phyllis Clark, City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Dalitso Sulamoyo, 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 Chief Executive Officer of CCRPC, and as the free and voluntary act of said organization for the purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2020.

Notary Public



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, Interim Community Development Services Director

DATE: January 20, 2022

SUBJECT: A Resolution Approving Amendment No. 1 to a City of Urbana Community Housing Development Organization Program Agreement (Habitat for Humanity of Champaign County, Inc.)

Description

On October 11, 2021, City Council approved a Resolution to fund a Community Housing Development Organization agreement (CHDO) with Habitat for Humanity of Champaign County, Inc. for \$24,802 for development of an affordable housing unit. Habitat for Humanity has requested \$14,698 in additional funding for construction costs. Council approval of the agreement is needed to allocate the additional funds.

Background and Discussion

Habitat for Humanity is requesting an increase of funding for the construction of a single family unit at 1112 N Champaign, Champaign, IL. Habitat for Humanity has constructed 118 homes in Champaign Co. The program is requesting \$14,698 in additional funding for construction costs. The house is being built for a family with special needs and the funds will help with the additional construction costs. The additional funds will bring the total allocation to \$39,500.

Options

1. Forward the Resolution to City Council with a recommendation for approval.
2. Forward the Resolution to City Council with recommended changes.
3. Do not forward the Resolution to allocate additional CHDO funds to Habitat for Humanity.

Fiscal Impacts

There will be no fiscal impact on the City General Fund, as the funding comes from HUD. CHDO funds are required to be allocated to a certified agency. Approving the allocation will help meet commitment deadlines for the grant.

Recommendation

Staff recommends forwarding the proposed Resolution to City Council with a recommendation of approval.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AMENDMENT NO. 1 TO A CITY OF URBANA
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION
PROGRAM AGREEMENT**

(Habitat for Humanity of Champaign Co, Inc.)

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, on October 11, 2021, the Urbana City Council passed Resolution No. 2021-09-043R approving the program agreement for Habitat for Humanity of Champaign Co, Inc. authorizing certain activities under the CHDO Program; and

WHEREAS, the Habitat for Humanity of Champaign Co, Inc. has requested an amendment to increase the program budget for 1112 N Champaign to Thirty Nine Thousand Five Hundred and 00/100 dollars (\$39,500.00) in CHDO Reserve funds to provide additional support and resources to developing an affordable housing unit.

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

Section 1. That an Agreement Amendment providing Thirty Nine Thousand Five Hundred and 00/100 dollars (\$39,500.00) in HOME CHDO reserve funds to Habitat for Humanity of Champaign Co, Inc. to develop an affordable housing unit, in substantially the form of the copy of said Agreement Amendment is attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor

AMENDMENT NO. 1 TO SUBGRANTEE AGREEMENT

(Habitat for Humanity of Champaign County)

Habitat for Humanity of Champaign County, Inc., an Illinois not-for-profit corporation (“Company”), and the City of Urbana, an Illinois municipal corporation (“City”), mutually agree to the following amendments to the Subgrantee Agreement for a Community Housing Development Organization funding (1112 N Champaign Project), authorized by Resolution No. 2021-09-043R, and entered into on October 11, 2021:

- 1. Section 3, is hereby amended with the underlined text indicating new language and the strikethrough text indicating deletions as follows:

Section 1: Use of HOME CHDO Funds

The GRANTOR agrees to provide the DEVELOPER an amount not to exceed ~~\$24,802~~ **\$39,500 (Urbana HOME Consortium CHDO PY 2021 and PY 2019 Set-Aside)** from its Federal HOME allocations to be used primarily for development subsidy as well as providing down payment assistance to low- to moderate-income households for homeownership opportunities.

In the event that all funds are not disbursed prior to the termination date of the Project, the remaining balance shall be retained by the City of Urbana to be reprogrammed for other eligible HOME Program activities.

Section 3: HOME Project Requirements

Project Requirements:

The GRANTOR shall provide HOME funds not to exceed ~~\$24,802~~ **\$39,500** in accordance with 24 CFR 92.205(b) for eligible costs as described in 24 CFR 92.206 and 92.207.

ARTICLE IV: CERTIFICATIONS

F. DEVELOPER acknowledges it shall match HOME Program funds disbursed by the GRANTOR and pursuant to this AGREEMENT in the amount of ~~\$24,802~~ **\$39,500** in non-federal funds as defined in 24 CFR Part 92.220.

- 2. The parties may sign this amendment 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) will be deemed original signatures for all purposes.
- 3. All other terms and conditions of the agreement remain in full force and effect.
- 4. This amendment will take effect upon execution by the Company and the City.

The parties are signing this amendment on the dates indicated below their signatures.

Habitat for Humanity of Champaign Co, Inc.

City of Urbana, Illinois

By: _____
 Chad Hoffman, Executive Director

By: _____
 Diane Wolfe Marlin
 Mayor

Date: _____, 2022

Date: _____, 2022

Attest:

 Phyllis D. Clark
 City Clerk
 Resolution No. 2022-_____

STATE OF _____)
)
 COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on _____, 2022,
 by Chad Hoffman an authorized representative of Habitat for Humanity of Champaign Co,
 Inc., an Illinois not-for-profit corporation, on behalf of the corporation.

 Notary Public



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

Memorandum

TO: The Urbana Community Development Commission

FROM: Sheila Dodd, Interim Community Development Services Director
Breaden Belcher, Community Development Specialist

DATE: January 25, 2022

SUBJECT: Youth Services Grant Program - CDBG Public Service Funding (FY 2021-2022)

Introduction

In its advisory capacity to the Urbana City Council, one of the responsibilities of the Community Development Commission (CDC) is to develop priorities for Community Development Block Grant (CDBG) Public Service funds. In February 2021, the Community Development Commission identified youth programming as the priority for allocation of these funds. In response to the Commission's direction, City Staff established the Youth Services Grant Program to fund community-based programs that target Urbana youth from low-income families. Applications for the Youth Services Grant opened on November 15, 2021 and closed on December 17, 2021. Staff received applications from seven agencies to fund nine programs.

Discussion

In FY 2021-2022, total funding for the Youth Services Grant program is \$100,000, of which \$25,000 is CDBG Public Service funds. The remaining \$75,000 will come from the City general fund. The role of the Community Development Commission is to recommend applications for funding with CDBG Public Service dollars, and forward to the Urbana City Council for approval.

Recommendation

On January 19, 2022, Grants Management Staff convened an internal committee to score and rank the applications and provide final funding recommendations. After completing a thorough review of the applications, Staff recommends that \$25,000 in CDBG Public Service funds be used to support Urbana Neighborhood Connections Center (UNCC).

UNCC submitted applications for two programs, Community Study Center, and Urbana Youth Development Program. The total funding requested for both programs is \$27,000. The Community Study Center and Youth Development Program will support Urbana youth through educational and recreational after-school programming, and will collaborate closely with Urbana School District 116 to receive student referrals. Combined, these two programs will serve approximately 100 low-income Urbana youth.

Options

1. Forward the proposed funding allocations for Urbana Neighborhood Connections Center 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

Funds for this program have previously been set aside and approved by Council. Of the \$27,000 requested for UNCC's programs, \$2,000 will come from the City general fund. The remaining \$25,000 will come from CDBG Public Service funding. There will be no additional fiscal impacts on the City.