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**DATE:** Tuesday, December 21, 2021  
**TIME:** 6:00 P.M.  
**PLACE:** Zoom

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## A G E N D A

1. **Call to Order and Roll Call**
2. **Approval of Minutes of Previous Meeting**
  - a. November 21, 2021
3. **Additions To The Agenda**
4. **Public Input**
5. **Presentations**
  - a. Staff Report
6. **Unfinished Business**
7. **New Business**
  - a. Property Transfers
    - i. 704 N Broadway – Habitat for Humanity
    - ii. 1407 Wiley – First Followers
    - iii. Beslin
8. **Adjournment**

**You are invited to a Zoom webinar.**

**When:** Dec 21, 2021 06:00 PM Central Time (US and Canada)

**Topic:** Community Development Commission - Special Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86428297569>

Or One tap mobile :

US: +13126266799,,86428297569# or +19292056099,,86428297569#

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 +1 253 215 8782 or +1  
346 248 7799 or +1 669 900 6833

Webinar ID: 864 2829 7569

International numbers available: <https://us02web.zoom.us/j/kcCZHrZ8rs>



*UNAPPROVED*

**MINUTES**

**COMMUNITY DEVELOPMENT COMMISSION MEETING**

**November 23, 2021, Zoom**

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

**Call to Order:** Anne Heinze Silvis called the meeting to order at 6:01 p.m.

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

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

**Commission Members Excused/Absent:** Abdulhakeem Salaam, Patricia Jones

**Others Present:** Breaden Belcher, Community Development Specialist;

**Approval of Minutes:** Commissioner Diana moved to approve the minutes of the September 28, 2021 Special Meeting, and Commissioner Freeman seconded the motion. The motion carried unanimously.

**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 public comment had been sent to the Grants Management email address.

**Staff Report:**

Mr. Belcher presented the staff report, which included an overview of the FY 2022/2023 Annual Action Plan calendar. Mr. Belcher notified the Commissioners that a public hearing on the Action Plan will take place at the January meeting of the Commission. Mr. Belcher also provided an update on the ongoing FY 2021-2022 Youth Services Grant Program, as well as a recap of the 2021 Fall Neighborhood Cleanup Day.

**Old Business:** No Old Business was presented.

**New Business:**

Mr. Belcher presented A Resolution Approving a Funding Agreement for CU at Home to the Commission. The Resolution is for \$50,000 in City general funds to support two low-barrier winter shelters operated by CU at Home. The proposed shelters will be open 7:30am – 7:00pm December 2021 – April 2022. The City of Urbana’s contribution of \$50,000 in City general funds will help defray operational costs of the low-barrier winter shelters. Commissioner Diana asked if locations for the shelters had been secured. Mr. Belcher stated that a location for the men had been secured in downtown Champaign, but that CU at Home was continuing to work with stakeholders to secure a location for the women. Commissioner Diana asked if transportation would be provided to get clients to the shelters. Mr. Belcher confirmed that CU at Home would provide transportation. Commissioner Freeman moved to forward the resolution to City Council with a recommendation for approval. Commissioner Diana seconded the motion. There was no further discussion. The motion carried unanimously.

**Adjournment:** Seeing no further business, Ms. Heinze Silvis adjourned the meeting at 6:29 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:** December 21, 2021  
**SUBJECT:** Staff Briefing

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**Department of Housing and Urban Development (HUD) Activity**

- Home-ARP Request for Proposals
- CHDO Applications: First Followers & Habitat for Humanity

**OTHER GRANTS MANAGEMENT DIVISION ACTIVITIES**

- Updated on FY 21-22 Youth Services Grant



## 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:** December 16, 2021

**SUBJECT: ORDINANCES AUTHORIZING THE SALE OF CERTAIN REAL ESTATE**

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#### **Background**

These properties were acquired through the Grants Management Division's Property Acquisition Program, which is supported by Community Development Block Grant Funds. This program allows the City to purchase, clear, improve and maintain lots in order to promote and support the development of affordable housing opportunities. This is accomplished through the conveyance of such properties to not-for-profit housing developers.

The City purchased 704 N Broadway from the homeowner. This property had been a chronic nuisance for some time. CDBG funding for acquisition to eliminate slum and blight had been allocated in the Annual Action plan. Demolition was completed on the property through the Abandoned Properties Program. The subject property had a dilapidated, residential structure that has been in decline for several years.

Habitat has contacted the City with interest in the lot for construction of an affordable housing unit. The attached sales contract requires Habitat to construct affordable housing for sale to a low-income household by no later than January 31, 2024. The City of Urbana has supported affordable housing development by Habitat in the past by providing a number of lots on which Habitat has built single-family, owner-occupied homes. Since its inception, the local Habitat has constructed more than 50 affordable homes in Urbana. Conveying this lot, will continue the support of Habitat's affordable housing development in Urbana.

The City acquired 1407 N Wiley through the judicial deed process. This property had been a chronic nuisance for some time. CDBG funding for maintenance and a new roof were used to eliminate slum and blight and is allocated in the Annual Action plan. The subject property is vacant and is in need of substantial rehabilitation. Completing the rehabilitation and adding an affordable housing unit will improve this dilapidated, residential structure that has been in decline for several years.

City staff contacted First Followers regarding their interest in the property for rehabilitation for an affordable rental housing unit. The attached sales contract requires First Followers to complete rehabilitation for rent to a low-income household by no later than January 31, 2024. The City of Urbana has supported affordable housing development by First Followers in the past by providing

CHDO funding for affordable rental housing units. Conveying this property, will continue the support of First Followers mission of job training and providing affordable housing rental development in Urbana.

The ordinance, contract, and legal documents for the proposed transfers are similar to those previously used to convey City-owned properties to not-for-profit organizations and are attached to this memorandum for reference. The City would transfer the property by recording a warranty deed in favor of Habitat and First Followers with the Champaign County Recorder of Deeds. In order to ensure that the City is protected in case of default by Habitat or First Followers, a Quit Claim Deed, executed by Habitat and First Followers in favor of the City, shall be placed in escrow with the Department of Community Development Services who will serve as the Escrow Agent. Once construction of each home is completed and a Certificate of Occupancy is issued, the escrow agent will destroy the Quit Claim Deed. If Habitat and First Followers have not begun construction of affordable housing on the subject property as of January 31, 2024, the City may record the Quit Claim Deed and recover ownership of the property.

The contract documents include a land-use restriction agreement between the homebuyer and the City to ensure that each home constructed will remain affordable to income-qualified families for a period of ten years (affordability period). Based on acquisition and site preparation costs incurred by the City, the affordability period for these lots is ten years. Only income-qualified families may purchase or rent and reside in the home.

The City acquired 1201 N Beslin in 1972. The property is a small corner lot at Goodwin and Beslin. It is not feasible for new home construction because of the size and location of the property. The City has maintained the property and would like to dispose of the property at this time. The Habitat homeowner at 1203 Beslin has maintained the property for the last two years. The homeowner has indicated an interest in owning the property and would leave the property vacant.

## **Options**

1. Forward the Ordinances Authorizing the Sale of Certain Real Estate (1201 Beslin, 704 Broadway, and 1407 Wiley) to the Urbana City Council with a recommendation for approval.
2. Forward the Ordinance Authorizing the Sale of Certain Real Estate (1201 Beslin, 704 Broadway, and 1407 Wiley) to the Urbana City Council with a recommendation for approval with suggested changes.

## **Fiscal Impacts**

Providing 704 N Broadway to Habitat would eliminate lot maintenance costs that would be incurred by the City. The house constructed at this site would generate real estate taxes and will likely have a positive effect on surrounding property values. If the lot is not conveyed to Habitat, the City would continue to incur cost of ongoing maintenance. Providing 1407 Wiley to First Followers would eliminate maintenance costs that would be incurred by the City. The house would become an affordable rental unit and would generate real estate taxes and will likely have a positive effect on surrounding property values. Providing 1201 Beslin to the adjacent property owner would eliminate maintenance costs and would generate real estate taxes.

## **Recommendations**

Staff recommends that Community Development Commission forward the Ordinances to Urbana City Council with a recommendation for approval.

## **Attachments**

1. AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE (704 N Broadway)
2. AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE (1407 Wiley)
3. AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE (1201 Beslin)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE**

**(704 N Broadway)**

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

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

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

**WHEREAS**, the City Council desires to sell the real estate commonly known as 704 N Broadway Street, which said property has heretofore been acquired under the Community Development Program, in accordance with said Subsection (a) of Section 2-118 and the policy heretofore established with respect thereto; and

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

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



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

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

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

**PASSED BY THE CITY COUNCIL** this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSTENTIONS:

\_\_\_\_\_  
Phyllis D Clark, City Clerk

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

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

## CONTRACT FOR SALE OF REAL ESTATE

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Urbana, Illinois, a municipal corporation of the State of Illinois (hereinafter referred to as Seller), and Habitat for Humanity of Champaign County, an Illinois not-for-profit corporation (hereinafter referred to as Buyer).

WITNESSETH:

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES  
HERETO as follows:

- 1 Sale. Seller agrees to sell and convey, and Buyer agrees to buy, the following described parcel of real estate:

DESCRIPTION OF REAL ESTATE:

Lot 13 in Crystal Lake Park Addition to the City of Urbana, Illinois as per plat recorded in Book "H" at page 76, situated in Champaign County Illinois.

PIN: 91-21-08-404-009;

Commonly known as 704 N Broadway, Urbana, Illinois  
(Hereinafter referred to as Subject Property).

(hereinafter referred to as Subject Property).

2. Purchase Price. Seller agrees to convey title to Subject Property for One Dollar (\$1.00) and other consideration as described herein.
3. Evidence of Title. Within a reasonable time, Seller shall select and deliver one of the following to Buyer as evidence of title:
  - a. A copy of the title insurance policy issued to the City in connection with acquisition of Subject Property by the City; the City warrants that it has done nothing to encumber Subject Property since its acquisition of Subject Property; or
  - b. A commitment of title insurance issued by a title insurance company regularly doing business in Champaign County, committing the company to issue a policy in the usual form insuring title to Subject Property to Buyer for the amount of the Seller's purchase price or the minimum amount of title insurance, whichever is greater.

Permissible exceptions to title shall include only the lien of general taxes; zoning laws and building ordinances; easements, apparent or of record, which do not

underlie the improvements, if any; and covenants and restrictions of record which are not violated by the existing improvements or the present use of the property and which do not restrict reasonable use of the property.

Buyer shall point out in writing to Seller within a reasonable time after receipt of the evidence of title any objections that Buyer may have thereto and unless so pointed out the evidence of title shall be conclusively presumed to be accepted by Buyer.

Seller shall have a reasonable time to cure any objections actually interfering with or impairing the merchantability of the title to Subject Property. If Seller is unable to cure such objections and is unable to procure a title policy insuring over such objections, then Buyer shall have the option to terminate the Contract. The evidence of title and title insurance shall be at the sole expense of the Seller.

4. Conveyance. Seller agrees to convey Subject Property to Buyer by good and sufficient Warranty Deed, subject to current general taxes, covenants, conditions, restrictions, easements apparent or of record, and to all applicable zoning laws and ordinances.

Buyer agrees to construct Affordable Housing for households at or below eighty percent (80.0%) of the median family income based upon family size, for Champaign County, Illinois as determined by HUD, and as certified by the City of Urbana, Grants Management Division: hereinafter "Affordable Housing"

At the time of closing of this transaction, a Warranty Deed from Seller in favor of Buyer shall be recorded with the Champaign County Recorders' Office and delivered to Buyer.

At the same time, a Quit Claim Deed from Buyer in favor of Seller shall be placed in escrow with the City of Urbana Department of Community Development Services (hereinafter referred to as "(Escrow Agent)").

In the event that Buyer constructs Affordable Housing on Subject Property and is issued a Certificate of Occupancy for said Affordable Housing by the Urbana Building Safety Division on or before January 31, 2024, or on or before the date established in any modification to this Contract, the Escrow Agent shall destroy said Quit Claim Deed.

In the event that Buyer has not started construction of Affordable Housing on Subject Property as of January 31, 2024, or as of the date established in any modification to this Contract, the Escrow Agent shall release said Quit Claim Deed to Seller.

In the event that Buyer has begun construction of Affordable Housing on Subject Property as of January 31, 2024, or as of the date established in any modification to this Contract, but has not received a Certificate of Occupancy for said Affordable Housing as of that date, Seller retains the right to pay Buyer, in care of the Escrow Agent, an amount equivalent to the value of improvements in place on Subject Property as of January 31,

2024, or as of the date established in any modification to this Contract, taking credit against said amount for any outstanding liens or encumbrances against Subject Property, said liens including real estate taxes prorated up to the date Seller assumes possession under this paragraph, and for any fees or professional expenses incurred by the Seller as a result of the assumption of the Subject Property under this paragraph. Said value shall be certified to both Buyer and Seller by an architect licensed by the State of Illinois, doing business in Champaign County, Illinois and mutually acceptable to Buyer and Seller. The Escrow Agent shall deliver said payment to Buyer, and release and record said Quit Claim Deed with the Champaign County Recorders Office and deliver to the Seller.

Any and all escrow charges shall be paid by Buyer.

5. Taxes and Assessments. Seller shall pay all special assessments confirmed prior to the date of this Contract and real estate taxes assessed against Subject Property for 2021 payable in 2022 up to the date of possession. Buyer shall pay all special assessments and real estate taxes assessed against Subject Property after the date of possession

Buyer shall promptly pay all bills for utilities and taxes associated with Buyer's possession and use of Subject Property, including but not limited to water, gas, electric, cable television, sewage treatment, and sewer benefit taxes.

6. Condition of Subject Property. Buyer agrees to accept Subject Property in its "as-is" condition, and Seller disclaims all warranties express or implied as to the condition of Subject Property.
7. Compliance with Development Codes. Any Affordable Housing constructed pursuant to this Contract shall be constructed in accordance with all applicable land development, zoning, and building codes, and the visitability standards of the City of Urbana, Illinois, and with any and all covenants recorded for the subdivision in which Subject Property is located. Buyer shall be responsible for obtaining and paying for all permits required under said codes.
8. House Design. Any Affordable Housing constructed pursuant to this Contract shall be substantially compatible in design and quality of construction with drawings previously submitted by Buyer to the City of Urbana. Prior to issuance of any building permit by the Building Safety Division of the City of Urbana, Illinois, the Grants Management Division Manager of the Department of Community Development Services of the City of Urbana, Illinois, acting on behalf of the City, may request alterations to the proposed house design so as to comply with this Section.
9. Use of Subject Property. The primary purpose of Buyer activities undertaken pursuant to this Contract shall be construction of Affordable Housing for sale to a low-income household through the Buyer's Homeownership Program. To ensure, a Land- Use Regulatory Agreement in substantially the form set forth as ATTACHEMENT A to this

contract must be signed by all grantees to whom Habitat for Humanity conveys the subject parcel and recorded at the time of closing of such transaction. The City of Urbana Indirect Homebuyer Assistance Land-Use Regulatory Agreement attached hereto and incorporated herein, is an essential part of this contract.

10. Limitation on Subsequent Sale of Subject Property. Any Affordable Housing constructed by Buyer on Subject Property pursuant to this Contract may subsequently be sold by Buyer only to a family having income at or below 80 percent of median family income for Champaign County based on household size. Applicable income limits are those certified by the Grants Management Division Manager of the Department of Community Development Services of the City of Urbana, Illinois, acting on behalf of the City, to be in effect at the time Buyer accepts a household into its Homeownership Program. Buyer shall keep record of compliance with this Section on file for inspection by representatives of the City and the U.S. Department of Housing and Urban Development.
11. Property Maintenance. Buyer agrees to keep Subject Property properly mowed and free of excess vegetation and debris at all times from the date of this contract. Buyer shall neither suffer nor commit any waste on or to Subject Property. Buyer agrees to promptly respond to any notices received from the City of Urbana, Illinois, with regard to violation of the City's nuisance codes and to promptly correct any violation cited by said City. Buyer shall promptly pay all bills or charges incurred for materials, services, labor, or other like items that may create encumbrances against Subject Property. Buyer will become responsible for all property maintenance as of the date of this Contract.
12. Construction Schedule. Buyer agrees to construct Affordable Housing on Subject Property such that a Certificate of Occupancy is issued by the Urbana Building Safety Division on or before January 31, 2024, or, on or before a date established in any modification to this Contract.
13. Storage of Building Materials. Building materials needed to construct Affordable Housing pursuant to this Contract shall be stored within property lines and shall not be placed in the public right-of-way.
14. Seller Held Harmless. Buyer agrees to indemnify and hold Seller, its officers, agents, and employees, harmless for any liability or damages of any nature or kind concerning undertaking of any activity pursuant to this Contract, including reasonable attorneys' fees incurred in defending against any such claim.
15. Assignment. Buyer shall not assign this Contract without prior written consent of Seller to such assignment; provided, however, that Seller shall not unreasonably withhold such consent and further provided that no such assignment shall act as a discharge or release of Buyer's liability under this Contract.

16. Possession. City shall deliver possession of Subject Property to Buyer concurrently with closing of this transaction.
17. Default. If Buyer fails to perform any obligation imposed upon it by this Contract, Seller may serve written notice of default upon Buyer and if such default is not corrected within ten (10) days thereafter, this Contract shall terminate. In the event of failure of Seller to perform obligations imposed upon it by this Contract, Buyer may terminate this Contract upon similar notice served upon Seller and similar expiration of time period. The foregoing remedies in the event of default are not intended to be exclusive, and the parties shall have the right to all other lawful remedies, including specific performance. Default by Seller or Buyer shall entitle the non-defaulting party to claim as damages all reasonable costs, attorneys' fees, and expenses in connection with enforcement of this Contract.
18. Notices. Any notice required under this Contract to be served upon Seller or Buyer shall be mailed by certified mail to such parties at the address shown herein following their signatures, or at such other place as the parties may from time to time designate in writing.
19. Modification. No modification or extension of this Contract shall be effective unless in writing and executed by the parties hereto.
20. Terms Binding. All terms of this Contract shall be binding upon the heirs, legatees, devisees, representatives, and assignees of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

SELLER:

City of Urbana, Illinois  
400 South Vine Street  
Urbana, Illinois 61801

BY:

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Diane Wolfe Marlin, Mayor

ATTEST:

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Phyllis D Clark, City Clerk

BUYER:  
Habitat for Humanity of  
Champaign County  
119 E. University  
Champaign, Illinois 61821

BY:

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Executive Director

ATTEST:

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE**

**(1407 Wiley)**

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

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

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

**WHEREAS**, the City Council desires to sell the real estate commonly known as 1407 Wiley, which said property has heretofore been maintained and improved under the Community Development Program, in accordance with said Subsection (a) of Section 2-118 and the policy heretofore established with respect thereto; and

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

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



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

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

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

**PASSED BY THE CITY COUNCIL** this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSTENTIONS:

\_\_\_\_\_  
Phyllis D Clark, City Clerk

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

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

**CONTRACT FOR SALE OF REAL ESTATE**

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Urbana, Illinois, a municipal corporation of the State of Illinois (hereinafter referred to as Seller), and First Followers, an Illinois not-for-profit corporation (hereinafter referred to as Buyer).

WITNESSETH:

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO as follows:

1. Sale. Seller agrees to sell and convey, and Buyer agrees to buy, the following described parcel of real estate:

DESCRIPTION OF REAL ESTATE:

Lot 70 in Fairlawn Park Fourth Addition to the City of Urbana, Illinois as per plat recorded April 16, 1952 as Document Number 490417 in Plat Book "K" at page 18, situated in Champaign County Illinois.

PIN: 91-21-16-352-006;

Commonly known as 1407 Wiley Drive, Urbana, Illinois  
(Hereinafter referred to as Subject Property).

2. Purchase Price. Seller agrees to convey title to Subject Property for One Dollar (\$1.00) and other consideration as described herein.
3. Evidence of Title. Within a reasonable time, Seller shall select and deliver one of the following to Buyer as evidence of title:
  - a. A copy of the title insurance policy issued to the City in connection with acquisition of Subject Property by the City; the City warrants that it has done nothing to encumber Subject Property since its acquisition of Subject Property; or
  - b. A commitment of title insurance issued by a title insurance company regularly doing business in Champaign County, committing the company to issue a policy in the usual form insuring title to Subject Property to Buyer for the amount of the Seller's purchase price or the minimum amount of title insurance, whichever is greater.

Permissible exceptions to title shall include only the lien of general taxes; zoning laws and building ordinances; easements, apparent or of record, which do not

underlie the improvements, if any; and covenants and restrictions of record which are not violated by the existing improvements or the present use of the property and which do not restrict reasonable use of the property.

Buyer shall point out in writing to Seller within a reasonable time after receipt of the evidence of title any objections that Buyer may have thereto and unless so pointed out the evidence of title shall be conclusively presumed to be accepted by Buyer.

Seller shall have a reasonable time to cure any objections actually interfering with or impairing the merchantability of the title to Subject Property. If Seller is unable to cure such objections and is unable to procure a title policy insuring over such objections, then Buyer shall have the option to terminate the Contract.

The evidence of title and title insurance shall be at the sole expense of the Seller.

4. Conveyance. Seller agrees to convey Subject Property to Buyer by good and sufficient Warranty Deed, subject to current general taxes, covenants, conditions, restrictions, easements apparent or of record, and to all applicable zoning laws and ordinances.

At the time of closing of this transaction, a Warranty Deed from Seller in favor of Buyer shall be recorded with the Champaign County Recorders' Office and delivered to Buyer. At the same time, a Quit Claim Deed from Buyer in favor of Seller shall be placed in escrow with the City of Urbana Department of Community Development Services (hereinafter referred to as "(Escrow Agent)").

In the event that Buyer rehabilitates a single-family residence on Subject Property and is issued a certificate of occupancy for said residence by the Urbana Building Safety Division on or before January 31, 2024, or on or before the date established in any modification to this Contract, the Escrow Agent shall destroy said Quit Claim Deed.

In the event that Buyer has not started rehabilitation of a single-family residence on Subject Property as of October 31, 2023, or as of the date established in any modification to this Contract, the Escrow Agent shall release said Quit Claim Deed to Seller.

In the event that Buyer has begun rehabilitation of a single-family residence on Subject Property as of January 31, 2024, or as of the date established in any modification to this Contract, but has not received a Certificate of Occupancy for said residence as of that date, Seller retains the right to pay Buyer, in care of the Escrow Agent, an amount equivalent to the value of improvements in place on Subject Property as of January 31, 2024, or as of the date established in any modification to this Contract, taking credit against said amount for any outstanding liens or encumbrances against Subject Property, said liens including real estate taxes prorated up to the date Seller assumes possession under this paragraph, and for any fees or professional expenses incurred by the Seller as a

result of the assumption of the Subject Property under this paragraph. Said value shall be certified to both Buyer and Seller by an architect licensed by the State of Illinois, doing business in Champaign County, Illinois and mutually acceptable to Buyer and Seller. The Escrow Agent shall deliver said payment to Buyer, and release and record said Quit Claim Deed with the Champaign County Recorders Office and deliver to the Seller.

Any and all escrow charges shall be paid by Buyer.

5. Taxes and Assessments. Seller shall pay all special assessments confirmed prior to the date of this Contract and real estate taxes assessed against Subject Property for 2021 payable in 2022 up to the date of possession. Buyer shall pay all special assessments and real estate taxes assessed against Subject Property after the date of possession

Buyer shall promptly pay all bills for utilities and taxes associated with Buyer's possession and use of Subject Property, including but not limited to water, gas, electric, cable television, sewage treatment, and sewer benefit taxes.

6. Condition of Subject Property. Buyer agrees to accept Subject Property in its "as-is" condition, and Seller disclaims all warranties express or implied as to the condition of Subject Property.
7. Compliance with Development Codes. Any residence rehabilitated pursuant to this Contract shall be rehabilitated in accordance with all applicable land development, zoning, and building codes, and the visitability standards of the City of Urbana, Illinois, and with any and all covenants recorded for the subdivision in which Subject Property is located. Buyer shall be responsible for obtaining and paying for all permits required under said codes.
8. House Design. Any residence rehabilitated pursuant to this Contract shall be substantially compatible in design and quality of construction with drawings previously submitted by Buyer to the City of Urbana. Prior to issuance of any building permit by the Building Safety Division of the City of Urbana, Illinois, the Grants Management Division Manager of the Department of Community Development Services of the City of Urbana, Illinois, acting on behalf of the City, may request alterations to the proposed house design so as to comply with this Section.
9. Use of Subject Property. The primary purpose of Buyer activities undertaken pursuant to this Contract shall be rehabilitation of a single-family residence for rent to a low-income household through the Buyer's Homeownership Program. To ensure the residence rehabilitated remains affordable housing occupied by a low-income household, a Land-Use Regulatory Agreement in substantially the form set forth as ATTACHEMENT A to this contract must be signed by all grantees to whom Habitat for Humanity conveys the subject parcel and recorded at the time of closing of such transaction. The City of Urbana

Indirect Homebuyer Assistance Land-Use Regulatory Agreement attached hereto and incorporated herein, is an essential part of this contract.

10. Limitation on Subsequent Sale of Subject Property. Any residence rehabilitated by Buyer on Subject Property pursuant to this Contract may subsequently be sold by Buyer only to a family having income at or below 80 percent of median family income for Champaign County based on household size. Applicable income limits are those certified by the Grants Management Division Manager of the Department of Community Development Services of the City of Urbana, Illinois, acting on behalf of the City, to be in effect at the time Buyer accepts a household into its Homeownership Program. Buyer shall keep record of compliance with this Section on file for inspection by representatives of the City and the U.S. Department of Housing and Urban Development.
11. Property Maintenance. Buyer agrees to keep Subject Property properly mowed and free of excess vegetation and debris at all times from the date of this contract. Buyer shall neither suffer nor commit any waste on or to Subject Property. Buyer agrees to promptly respond to any notices received from the City of Urbana, Illinois, with regard to violation of the City's nuisance codes and to promptly correct any violation cited by said City. Buyer shall promptly pay all bills or charges incurred for materials, services, labor, or other like items that may create encumbrances against Subject Property. Buyer will become responsible for all property maintenance as of the date of this Contract.
12. Rehabilitation Schedule. Buyer agrees to rehabilitate a single-family residence on Subject Property such that a Certificate of Occupancy is issued for the newly rehabilitated residence by the Urbana Building Safety Division on or before January 31, 2024 or, on or before a date established in any modification to this Contract.
13. Storage of Building Materials. Building materials needed to rehabilitate any residence pursuant to this Contract shall be stored within property lines and shall not be placed in the public right-of-way.
14. Seller Held Harmless. Buyer agrees to indemnify and hold Seller, its officers, agents, and employees, harmless for any liability or damages of any nature or kind concerning undertaking of any activity pursuant to this Contract, including reasonable attorneys' fees incurred in defending against any such claim.
15. Assignment. Buyer shall not assign this Contract without prior written consent of Seller to such assignment; provided, however, that Seller shall not unreasonably withhold such consent and further provided that no such assignment shall act as a discharge or release of Buyer's liability under this Contract.
16. Possession. City shall deliver possession of Subject Property to Buyer concurrently with closing of this transaction.

17. Default. If Buyer fails to perform any obligation imposed upon it by this Contract, Seller may serve written notice of default upon Buyer and if such default is not corrected within ten (10) days thereafter, this Contract shall terminate. In the event of failure of Seller to perform obligations imposed upon it by this Contract, Buyer may terminate this Contract upon similar notice served upon Seller and similar expiration of time period. The foregoing remedies in the event of default are not intended to be exclusive, and the parties shall have the right to all other lawful remedies, including specific performance. Default by Seller or Buyer shall entitle the non-defaulting party to claim as damages all reasonable costs, attorneys' fees, and expenses in connection with enforcement of this Contract.
  
18. Notices. Any notice required under this Contract to be served upon Seller or Buyer shall be mailed by certified mail to such parties at the address shown herein following their signatures, or at such other place as the parties may from time to time designate in writing.
  
19. Modification. No modification or extension of this Contract shall be effective unless in writing and executed by the parties hereto.
  
20. Terms Binding. All terms of this Contract shall be binding upon the heirs, legatees, devisees, representatives, and assignees of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

SELLER:

City of Urbana, Illinois  
 400 South Vine Street  
 Urbana, Illinois 61801

BY:

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

ATTEST:

\_\_\_\_\_  
 Phyllis D. Clark, City Clerk

BUYER:

First Followers  
 401 E Park St  
 Champaign, Illinois 61820

BY:

\_\_\_\_\_  
 Marlin Mitchell, Executive Director

ATTEST:

\_\_\_\_\_  
 \_\_\_\_\_

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE**

**(1201 W Beslin)**

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

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

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

**WHEREAS**, the City Council desires to sell the real estate commonly known as 1201 W Beslin Street, which said property has heretofore been acquired under the Community Development Program, in accordance with said Subsection (a) of Section 2-118 and the policy heretofore established with respect thereto; and

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

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

**Section 1.** That the Contract for Sale of Real Estate by and between the City of Urbana, Illinois, and LaKendra O'Bannon, a copy of which said Contract is attached hereto and incorporated herein by reference, be and the same is hereby authorized and approved.

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

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

**PASSED BY THE CITY COUNCIL** this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSTENTIONS:

\_\_\_\_\_  
Phyllis D Clark, City Clerk

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

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



