

HOME INVESTMENT PARTNERSHIPS AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND
TAFT AND EXMOOR LP
PROJECT HM21-05/HM22-02/HM23-02

This AGREEMENT is entered into as of the ____ day of December, 2025, by and between the COUNTY OF DUPAGE, Illinois, a body corporate and politic of the State of Illinois with offices at 421 N. County Farm Road, Wheaton, Illinois ("COUNTY") and Taft and Exmoor LP, an Illinois Limited Partnership, having a principal place of business at 310 S. Peoria St., Suite 500, Chicago, IL 60607 ("DEVELOPER").

RECITALS

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the COUNTY necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the "Housing and Community Development Act of 1974," (Pub. L. 93 – 383, 42 U.S.C. § 5301, et seq.) and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, the COUNTY has applied to United States Department of Housing and Urban Development ("HUD") for HOME Investment Partnerships Act (the HOME Investment Partnerships Program or "HOME") funds from HUD as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101-625) ("ACT"); and

WHEREAS, by Application for Affordable Housing Funding originally submitted on March 1, 2024 DEVELOPER has submitted underwriting documentation and made application to COUNTY for a loan of a portion of COUNTY's HOME Investment Partnerships Act Funds ("HOME FUNDS") which shall be paid to DEVELOPER and used for the new construction of forty-two (42) rental units, ("PROPERTY") located at 640 Taft Avenue, Glen Ellyn, IL 60137; and

WHEREAS, the final said Application for HOME Rental Production funding, dated November 14, 2025, and executed November 14, 2025, is hereby incorporated into the HOME Investment Partnerships Agreement between the COUNTY and DEVELOPER; and

WHEREAS, COUNTY, by and through its Community Development Commission ("CDC") has considered and approved the DEVELOPER'S application and hereby agrees to distribute to DEVELOPER a portion of the total HOME FUNDS allotted to the COUNTY with the portion distributed to DEVELOPER being in an amount and upon the conditions provided herein; and

WHEREAS, DEVELOPER possesses the legal authority to execute an agreement to undertake the activity described herein and its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of the DEVELOPER to execute the AGREEMENT, all understandings and assurances contained herein, and directing the authorization of the person identified as the official representative of the DEVELOPER to act in connection with the execution of the AGREEMENT and to provide such additional information as may be required; and

WHEREAS, the COUNTY and DEVELOPER enter into this Agreement pursuant to their respective powers to enter into such Agreements, as those powers are defined in the Illinois Constitution and applicable statutes.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions hereinafter set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

I. INCORPORATION AND CONSTRUCTION

- A. All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this AGREEMENT.
- B. The section headings of the paragraphs and subparagraphs of this AGREEMENT are for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- C. The following exhibits are hereby incorporated herein:
 - Exhibit A. Community Development Commission (CDC) Property Standards, as amended in accordance with 24 CFR 92.251 Property Standards and inspections.
 - Exhibit B. Utility Allowances
 - Exhibit C. Proposed Development Budget
 - Exhibit D. Legal Description
 - Exhibit E. HOME Program Year Funding Breakdown
 - Exhibit F. VAWA Lease Addendum
 - Exhibit G. DuPage County Consortium Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.
 - Exhibit H. HOME Unit Designations

II. STATEMENT OF WORK; ELIGIBLE COSTS; AND AFFORDABILITY PERIODS

- A. Statement of Work: The DEVELOPER, in collaboration with the COUNTY, shall utilize HOME FUNDS for eligible costs associated with the new construction of forty-two (42) rental units. Ten (10) units in the PROPERTY shall be leased to an income eligible household at a rent not to exceed that allowed under the HOME Program ("PROJECT").
 - 1. Statement of Work Specifics: The PROPERTY is located at 640 Taft Avenue, Glen Ellyn, IL 60137. After construction, all of the units must meet the property standards set forth in COUNTY's CDC Property Standards Policy attached hereto as Exhibit A, as amended from time to time, in accordance with 24 CFR 92.251 Property Standards and inspections. PROJECT must be maintained in compliance with 24 CFR 92.251 for the duration of the HOME Affordability Period. Compliance with property standards will be determined via on-site inspections, as required under 24 CFR 92.251. PROJECT must meet or exceed the 2021 International Energy Conservation Code (IECC) or ASHRAE 90.1-2019, per Federal Register Notice (FR-2671-N-03) published 04/26/2024. Enterprise Green Communities

(EGC) certification will be accepted to demonstrate meeting or exceeding the 2021 IECC and ASHRAE 90.1-2019, and must be provided at project completion. The PROJECT contains forty-two (42) units of rental housing, and ten (10) units shall be fixed HOME units (“HOME Program Units”) in accordance with the table below. DEVELOPER and COUNTY shall identify the specific initial HOME Program Units no later than the time of initial occupancy. The HOME Program Units shall be leased using a lease form that complies with HOME regulations, including those found at 24 CFR Part 92.253, as amended, and any and all applicable provisions of HOME program rules, and that has been reviewed and approved by the COUNTY. The COUNTY must approve any proposed changes to the lease prior to execution by any tenant occupying a HOME Program Unit. Said HOME Program Units shall comply with the Current Maximum Allowable Rents for Projects funded by the HOME Investments Partnerships Program (“HOME”) established by HUD and in effect from time to time.

Bedroom Type	Entire Project	Market Rate Units	High HOME Units	Low HOME Units	Total HOME Units
Efficiency	11	0	0	3	3
1-BR	17	0	0	4	4
2-BR	14	0	0	3	3
Totals	42	0	0	10	10

2. The number of HOME Program Units designated for this project has been determined, in part, by a cost allocation review. Upon project completion, when final sources and uses of funding is known, a final cost allocation review will be completed to confirm the required number of HOME Program Units are designated for this project. This final cost allocation review may result in a change to the number of HOME Program Units required for the project. If a change in the number of HOME Program Units is necessary, the County will inform the Developer of the new unit designation requirements. A change in the number of HOME Program Units will require modifications to the HOME Investment Partnerships Program Agreement and the recorded Regulatory Land Use Restriction Agreement prior to disbursement of the final request for payment
3. During the HOME Affordability Period, all dwelling units assisted with HOME funds must be occupied by qualified low-income households.
 - a. High HOME rent units must be occupied by families whose income at initial project occupancy or at the time funds are invested, whichever is later, does not exceed sixty percent (60%) of the median family income of the Chicago-Naperville-Joliet MSA for the area as determined and made available from time to time by HUD with adjustments for smaller and larger families. Outside of initial project occupancy, High HOME units may be occupied by families whose income does not exceed eighty percent (80%) of the median family income of the Chicago-Naperville-Joliet MSA for the area as determined and made available from time to time by HUD with adjustments for smaller and larger families.
 - b. Low HOME rent units must be occupied by families whose income at initial project occupancy and throughout the affordability period, does not exceed fifty percent (50%)

of the median family income of the Chicago-Naperville-Joliet MSA for the area as determined and made available from time to time by HUD with adjustments for smaller and larger families.

4. Maximum allowable rents including utilities in effect, as of June 1, 2025 are:

a.

	Efficiency	1-bedroom	2-bedroom
Low HOME Rent	\$1,050	\$1,125	\$1,350
High HOME Rent	\$1,345	\$1,443	\$1,733

High HOME rent limits. If a low-income family is participating in a program where the family pays as a contribution toward rent no more than 30 percent of the family's monthly adjusted income or 10 percent of the family's monthly income, then the maximum rent due from the family is the family's contribution. For all other cases, rent may not exceed **the lesser of** the fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111 or the High HOME rent, as determined by HUD, in effect at the time.

- b. Low HOME rent limits. If a very low-income family is participating in a program where the family pays as a contribution toward rent no more than 30 percent of the family's monthly adjusted income or 10 percent of the family's monthly income, then the maximum rent due from the family is the family's contribution. For all other Low HOME units:

(1) Rent may not exceed **the lesser of** the fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111 or Low HOME rent, as determined by HUD, in effect at the time unless the Low HOME rent; or

(2) The unit is a LIHTC unit and has rents not greater than the gross rent for rent-restricted residential units as determined by 26 U.S.C. 42(g)(2).

5. For utilities not included in the rent, said maximum HOME Rents shall be reduced by an amount equal to the applicable utility allowances in accordance with 24 CFR 92.252, in effect as determined using the utility allowance established by the applicable local public housing authority or other HUD approved methodology for determining the utility allowance for the project based on the type of utilities used at the project, as established by HUD and updated from time to time. Current utility allowances are attached hereto as Exhibit B. If, after the date of this Agreement, HUD publishes a new Maximum Allowable Rents Schedule for High and Low HOME Rents, or the local public housing authority updates its utility allowances, or HUD establishes a new methodology for determining utility allowances, the DEVELOPER is directed to comply with the new limits.
6. DEVELOPER will also submit a rent and occupancy report to the COUNTY each year to demonstrate compliance with the HOME rent requirements. The COUNTY may approve or disapprove within the HUD allowed limits, in which case DEVELOPER will make requested adjustments. COUNTY'S approval of the rent and occupancy report will

constitute approval for any rent increase contained in the report. Any increase in rents for HOME Program Units is subject to the provisions of outstanding leases for each unit, and, in any event, DEVELOPER must provide tenants of those units not less than sixty (60) days prior written notice before implementing an increase in rent.

7. The “Part 5” definition of annual income will be used in this Project and is defined as the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period. 24 CFR Part 5, et seq. A list of the “Part 5” income "inclusions" and "exclusions" is published in the Code of Federal Regulations at 24 CFR 5.609. This list is periodically updated by HUD when changes are made to the “Part 5” definition of annual income by the United States Congress.
8. Income Eligibility. DEVELOPER must determine each family is income eligible by determining the family’s annual income as follows:
 - a. If a family is applying for or living in a HOME-assisted rental unit, and the unit is assisted by a Federal or State project-based rental subsidy program, the public housing agency, owner, or rental subsidy provider’s determination of the family’s annual income and adjusted income under that program’s rules will be accepted.
 - b. If a family is applying for or living in a HOME-assisted rental unit, and the family is assisted by a Federal tenant-based rental assistance program (i.e., housing choice vouchers, etc.), the rental assistance provider’s determination of the family’s annual income and adjusted income under the program’s rules will be accepted.
 - c. If a family is applying for or living in a HOME-assisted rental unit, and the family is assisted by a form of Federal, State, or local public assistance (i.e., TANF, Medicaid, LIHTC, local rental subsidy programs, etc.) which examines annual income of the family each year, a written statement from a Federal or non-Federal entity administering the assistance will be accepted. The statement must indicate the tenant’s family size and state the amount of the family’s annual income. When accepting the statement from a government administrator, DEVELOPER must still adjust income in accordance with 24 CFR 92.203(f). The statement must be for an income determination made within the previous 12-month period.
 - d. In all other cases, DEVELOPER, must calculate annual income in accordance with section II. 9. and calculate adjusted income in accordance with section II. 10. below.
9. Annual Income Determinations. DEVELOPER must initially determine annual income by collecting and examine at least two months of source documentation evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement, etc.) for the household. For subsequent income determinations during the period of affordability, DEVELOPER may use either of the following methods:
 - a. Collect and examine at least two months of source documentation evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement, etc.) for the household; or

- b. Obtain from the family a written statement or, where needed due to disability, a statement in another format, of the amount of the family's annual income and family size, along with a certification that the information is complete and accurate. The certification must state that the family will provide source documents upon request. If there is evidence that a tenant's statement and certification failed to completely and accurately state information about the family's size or income, a tenant's income must be re-examined in accordance with paragraph 9. a. above.

(1) If income is re-examined through a statement and certification, at a minimum, income of each tenant must be re-examined in accordance with paragraph 9. a. above every sixth year during the affordability period.

- 10. Adjusted Income Determination. DEVELOPER must calculate a tenant's adjusted income if the tenant is over-income, and rent must be recalculated in accordance with 24 CFR 92.252(h)(2). DEVELOPER must apply the deductions in 24 CFR 5.611(a) to calculate the family's adjusted income for an over-income family.

- a. If a unit is assisted by a Federal or State project-based rental subsidy program, then the public housing agency, owner, or rental subsidy provider's determination of adjusted income under that program's rules must be accepted.

- B. HOME Repayment: This Project HOME funding will be in the form of a 40-year, 0% percent interest, cash flow loan. DEVELOPER will be required to make payments on this loan of 20% of available cash flow, as defined in the Limited Partnership Agreement, after the Deferred Developer Fee has been paid in full and in accordance with the terms of the Limited Partnership Agreement. DEVELOPER will be required to pay the remaining amount of the principal and interest as a balloon payment at the 40-year anniversary date of the Project completion in HUD's Integrated Disbursement and Information System (IDIS) and County shall provide Developer a written memorandum of such date of Project Completion in IDIS.

- 1. HOME Affordability Period: The Project includes new construction which requires a HOME Program Affordability Period of twenty (20) years. The HOME Affordability Period shall begin upon Project completion. Project completion, with respect to rental housing, is defined at 24 CFR 92.2 as occurring when all necessary title transfer requirements have been performed; the project complies with HOME requirements (including property standards under 24 CFR 92.251); the final drawdown of HOME funds has been disbursed in HUD's Integrated Disbursement and Information System (IDIS); and construction is complete, which may occur prior to occupancy. The loan will be due and payable in full during the HOME Affordability Period, if the Project no longer provides affordable housing in compliance with HOME Program regulations. If any portion of the Project is sold, transferred, or if the property is no longer used for the purposes stated in this Agreement during the Affordability Period, DEVELOPER shall be required to pay the full amount of the principal and any accrued interest of the loan. Failure by the DEVELOPER to meet the Affordability Period requirements for the period specified above will trigger full repayment of any HOME investment subject to applicable notice and cure periods. Additionally, should the project be terminated prior

to completion, either voluntarily or otherwise, any HOME funds invested in the project must be repaid to the County.

2. COUNTY Extended Use Period: The Project has an additional 20-year COUNTY Extended Use Period commencing when the HOME Affordability Period expires. During the additional COUNTY 20-year Extended Use Period, 10 of the 42 units must be occupied by households at, or below, 80% of the Area Median Family income, identified by household size, in effect at that time, and pay no more than the High-HOME rents of the Chicago-Naperville-Joliet MSA for the area as determined and made available from time to time by HUD with adjustments for smaller and larger families. Said certification is to be verified by, and included as part of Developer's annual audit. If any portion of the Project is sold, transferred, or if the property is no longer used for the purposes stated in this Agreement during COUNTY Extended Use Period, DEVELOPER shall be required to pay the full amount of the remaining principal and any accrued interest of the loan.
- C. The HOME units will be designated as affordable to such households for a period of twenty (20) years through the recording of deed restrictions, covenants running with the land, or other mechanisms approved by HUD as described in the Regulatory and Land Use Restrictions Agreement (RLURA) to be entered into by and between COUNTY and DEVELOPER, to be executed in connection with undertaking the Project.
- D. Eligible Costs: DEVELOPER agrees to administer the PROJECT in accordance with the HOME regulations at 24 CFR Part 92 and other applicable federal, state, and local laws, ordinances, and regulations. DEVELOPER shall require such compliance and assurances in all lower tier contracts and subcontracts financed in whole or in part with the HOME funds. DEVELOPER shall perform all acts with responsibility to COUNTY in the same manner as COUNTY is required to perform all acts with responsibility to the Federal Government. The scope of activities to be performed, pursuant to this AGREEMENT, will be governed by, and limited to, the following:
1. DEVELOPER may not request disbursement of funds under this AGREEMENT until the funds are needed for payment of eligible costs. The amount of each request must be limited to eligible costs as determined by the COUNTY'S Community Development Commission (CDC).
 2. COUNTY shall provide HOME funds to DEVELOPER to reimburse DEVELOPER for (or pay directly for or through a construction escrow account) eligible costs that the COUNTY determines to be customary and reasonably associated with the PROJECT, as follows:
 - a. Development hard costs associated with the new construction of forty-two (42) units of rental housing.
 - b. Costs of construction, including supplies, materials, and hiring contractors, subcontractors, and trades necessary to complete the work. All work for which a licensure or certification program exists locally or in the State of Illinois must be carried out by properly licensed or certified persons.

- c. Other such related costs that have the same intent as this AGREEMENT, are eligible for HOME funding, and are pre-approved by the COUNTY'S CDC.
- E. The proposed Project development budget is attached hereto as Exhibit C. The budget sets forth an estimated budget for the Project. Deviations from the line items and dollar amounts shown in the estimated budget, as reviewed and approved by CDC, will not require modification of this AGREEMENT. The HOME investment in any PROPERTY shall not exceed the HUD published subsidy limit in effect from time to time. The subsidy limit in effect at the time of this AGREEMENT for each unit type: Efficiency \$181,488.00; 1-bedroom \$208,048.80; and 2-bedroom \$252,993.60.

III. BUDGET; TERMS OF HOME FUNDING; REIMBURSEMENT PROCEDURES

- A. HOME funds in the amount of up to ONE MILLION SEVEN HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$1,750,000.00) shall be made available to DEVELOPER for payment of eligible costs described in Section II. D. 2. above, upon approval and adoption of this AGREEMENT by the DuPage County Board, upon approval by the U.S. Department of Housing and Urban Development of the County's Annual Action Plan, upon receipt of HOME funds from the U.S. Department of Housing and Urban Development, and upon the execution of documentation as described in this Section III. The Budget attached as Exhibit C to this Agreement sets forth the anticipated budget for the project. Deviations from the line items and dollar amounts shown in the anticipated budget, as reviewed and approved by CDC, will not require modification to this Agreement. Total project costs are approximately \$21,918,367. All sources of funds for the PROJECT are anticipated to be:

Funding Source	Amount
Bank Mortgage	\$2,150,000
Low Income Housing Tax Credits	\$16,150,274
Illinois Affordable Housing Tax Credit	\$460,000
Deferred Developer Fee	\$1,248,407
DuPage HOME Funds (Development Subsidy)	\$1,750,000
ComEd Energy Efficiency Grant	\$159,686
Total	\$21,918,367

- B. DEVELOPER shall execute: a Promissory Note and Mortgage equal to the HOME funds that COUNTY has invested in the PROJECT to ensure recapture of the HOME funds the COUNTY has paid toward the PROJECT should an event of default occur, including, but not limited to, failure to fulfill the required twenty (20) year Affordability Period (Affordability Period); a Regulatory Land Use Restriction Agreement (RLURA) which will contain covenants running with the land to ensure the HOME Affordability Period of twenty (20) years; or other mechanisms approved by HUD as described in the RLURA to be entered into by and between COUNTY and DEVELOPER in connection herewith, to ensure a HOME Affordability Period for twenty (20) years from Project completion, and a COUNTY Extended Use Period of twenty (20) additional years. The enforcement of the Affordability Period is separate and distinct from repayment of the HOME funds under the mortgage. HOME funds are provided to the DEVELOPER as a 0% interest rate cash flow loan with the entire unpaid principal and accrued

interest to be repaid to the COUNTY in a lump sum, due forty (40) years after the date of Project completion in HUD's Integrated Disbursement and Information System (IDIS). Once the Deferred Developer Fee is paid in full, DEVELOPER shall make annual payments of 20% of available cash flow, as defined in the Limited Partnership Agreement and in accordance with the terms of the Limited Partnership Agreement.

Project completion occurs when all necessary title transfer requirements have been performed; the project complies with HOME requirements (including property standards under 24 CFR 92.251); the final drawdown of HOME funds has been disbursed in HUD's Integrated Disbursement and Information System (IDIS); and construction is complete, which may occur prior to occupancy. COUNTY shall record said mortgage and deed restrictions against the PROJECT's real property legally described in Exhibit D.

All of the following conditions shall be included in the mortgage instrument to be executed by the DEVELOPER. In the event that any one or more of these conditions occur, after all applicable notice and cure periods, the mortgage financed in part or in full with COUNTY HOME funds shall be considered in default. Should no condition of default occur, the HOME funds due under the note and secured by the mortgage will be due in full forty (40) years after the date of Project completion in HUD's Integrated Disbursement and Information System (IDIS).

1. The DEVELOPER fails to operate the PROJECT as affordable rental housing for households whose incomes meet the requirements set forth in Section II. A. above and such failure continues for a period of 30 days after written notice from COUNTY.
2. The DEVELOPER files any petition in bankruptcy, or for a receiver, or insolvency, or for reorganization of composition, or makes any assignment for the benefit of creditors or to a trustee for creditors, or permits an adjudication in bankruptcy, the taking of possession of the PROJECT or any part thereof by the receiver, or the seizure and sale of the PROJECT or any part thereof under judicial process or pursuant to any power of sale, and fails to have such adverse action set aside within forty-five (45) days.
3. The DEVELOPER transfers, or otherwise encumbers the PROJECT without the prior express written consent of the COUNTY.
4. The DEVELOPER fails to maintain the PROJECT and its grounds and equipment pertinent thereto according to applicable housing quality standards and all local and state codes and ordinances, and such failure is not cured within fifteen (15) days after written notice of same; provided, however, that if such failure is of a nature that it cannot be reasonably cured within fifteen (15) days, the DEVELOPER can obtain written consent from the County to extend the cure period as long as the Developer has diligently commenced pursuing such cure within the initial 15-day period and provides continual updates to the County on the progress of the cure in intervals agreed to by the Developer and County.
5. The DEVELOPER fails to purchase fire and extended coverage insurance and flood insurance, if flood insurance is required, thereon and annually provide and file a certificate of said coverage with the COUNTY, the proceeds of which, in the event said structure shall

be destroyed or damaged by fire or other casualty, shall be used for reconstruction of said structure upon the said real estate and such failure continues for a period of five (5) days after written notice from COUNTY.

6. The COUNTY shall be named as an additional "Loss Payee" on the fire and extended coverage insurance and flood insurance, if flood insurance is required.
 7. Notwithstanding anything to the contrary contained here within, County hereby agrees that any cure of any default made or tendered by one or more of DEVELOPER's limited partners shall be deemed to be a cure by DEVELOPER and shall be accepted or rejected on the same basis as if made or tendered by DEVELOPER.
- C. The DEVELOPER must obtain financing and construct the project. The DEVELOPER must perform all the functions typically expected of for-profit developers, and assume all the risks and rewards associated with being the project DEVELOPER.
- D. Acquisition required as part of the PROJECT will require submission by the DEVELOPER of the following information to the CDC prior to closing:
1. A copy of the executed written purchase contract, including all basic terms and conditions, including the owner's date of delivery;
 2. Proof of Voluntary Acquisition: DEVELOPER does not have eminent domain authority; and prior to making an offer for the property, the DEVELOPER clearly advised the owner it would be unable to acquire the property if negotiations failed to result in an agreement; and the owner was informed in writing of the estimated market value of the property.
 3. A copy of the appraisal report on which the determination of current market appraised value was based;
 4. A copy of the final financing commitment letter from other lender(s), if any;
 5. A copy of the Loan Estimate from other lender(s), if any;
 6. A commitment for an acceptable ALTA form of mortgagee's policy of title insurance in the amount of the mortgage loan to be given by COUNTY, issued by a title insurance company, satisfactory to the COUNTY, insuring *"DuPage County, by and through the DuPage Community Development Commission, its successors and/or assigns"* subject only to those exceptions to title as DuPage County shall approve;
 7. Copy of hazard insurance policy naming *"DuPage County, by and through the DuPage Community Development Commission, its successors and/or assigns"* as an additional loss payee;
 8. Name and address of Title Company, date, time, and location of closing, name of closing officer, and escrow number.

- E. Reimbursement for rehabilitation and/or new construction shall be subject to the submission of the following information to the CDC office:
1. Original, executed Request for Payment form.
 2. Owner's Sources and Uses Statement.
 3. Sworn Owner's Statement.
 4. Architect's or Engineer's Certification, also known as AIA 702 and AIA 703.
 5. General Contractor's Sworn Statement.
 6. Documentation to demonstrate contractor and subcontractor compliance with Illinois Prevailing Wage Act, as requested by CDC staff, if applicable.
 7. Receipts for materials or for services rendered, appropriate original lien waivers from contractors, subcontractors, and suppliers; and, "paid in full" or "paid to date" invoices from contractor with copy of DEVELOPER'S payment check(s).
 8. Five percent (5%) of loan will be held until construction is complete, all units have passed inspection, and certificates of occupancy have been issued. Final Waivers of Lien from all contractors, subcontractors, and suppliers must accompany the final 5% Request for Payment reimbursement.
 9. Weekly job site reports are required to be submitted to the CDC.
 10. Additional documentation, if requested, at sole discretion of COUNTY.
 11. DEVELOPER may request reimbursement of eligible construction costs on an ongoing basis throughout the construction period.
 12. DEVELOPER may subcontract all or any portion of the PROJECT, as allowed by CDC policy, to such engineers, architects, construction contractors, or other entities as DEVELOPER shall deem appropriate or necessary and upon such terms as may be acceptable to DEVELOPER, provided applicable administrative and procurement requirements are followed as set forth in Sections V and VI of this AGREEMENT. DEVELOPER certifies that it will include in its contracts financed in whole or in part with HOME funds, all clauses required by Federal laws, Executive Orders, or regulations, and each contractor will also include in its subagreements and contracts financed in whole or in part with HOME funds all applicable clauses required by Federal laws, Executive Orders, or regulations.
 13. Any change orders requested by contractors and subcontractors must be sent by DEVELOPER with a letter to CDC for approval prior to the authorization of work, containing an explanation stating the cause and need for the change order and how the costs associated with the change order are determined to be fair and reasonable to CDC for

approval *prior to authorization of work*. CDC will review and approve or deny change orders within a reasonable time period.

14. DEVELOPER understands that COUNTY must check each contractor and subcontractor against the Federal System for Award Management (SAM) for exclusions prior to commencement of work and that any change order that also results in an addition to or change in the contractor/subcontractor list will require immediate notification to COUNTY for purposes of this SAM review.

15. DEVELOPER shall erect a sign in a prominent place at each job site crediting the DuPage County Community Development Commission and HUD for funding of the PROJECT by including the following statement:

“Funding for this Project has been provided, in part, by the DuPage County Community Development Commission from the U.S. Department of Housing and Urban Development’s HOME Investment Partnerships Program.”

F. Upon release of funds by HUD for the PROJECT, the COUNTY shall make disbursements to the DEVELOPER in compliance with II.B. of this AGREEMENT. All requests for disbursement of DEVELOPER shall comply with the following requirements:

1. DEVELOPER shall submit a listing of all disbursements of HOME funding, on a form provided by CDC;
2. Any request for reimbursement pertaining to work under contracts and subcontracts shall include DEVELOPER'S certification as follows:
 - a. For interim payments to contractors and subcontractors, certification that the work for which payment is requested has been performed and is in place and to the best of DEVELOPER'S knowledge, information and belief, the quality of such work is in accordance with the contract, subject to: (i) any evaluation of such work as a functioning Project upon substantial completion; (ii) the results of any subsequent tests permitted by the contract; and (iii) any defects or deficiencies not readily apparent upon inspection of the work; and
 - b. For final payment, that the work has been performed in a good, workmanlike, satisfactory manner and in conformance with the contract or subcontract and local building code.
3. Processing of all requests for payment shall be contingent upon the submission of the required documentation to COUNTY that fully complies with all applicable Federal, state, county or local statutes, rules or regulations. COUNTY reserves the right to withhold funded amounts until all such requirements are met. In order to process requests for payment, COUNTY must submit such claim for payment approval at the first scheduled County Board meeting following approval by the County Auditor, County Treasurer, and County Finance Department, noticed in accordance with the Illinois Open Meetings Act (Illinois Compiled Statutes, Chapter 5, paragraph 120). DEVELOPER should allow up to

two (2) weeks for COUNTY payment approval process after submission and approval by the CDC of all required payment documentation. Additional time should be allowed for County observed holidays.

4. If so requested by COUNTY, DEVELOPER shall forward to CDC all billings, vouchers, and other documents representing any accounts payable, in such timely and reasonable manner as both parties shall determine.
- G. This PROJECT shall be identified as HOME AGREEMENT #HM21-05/HM22-02/HM23-02 which identifying numbers shall be used by DEVELOPER on all payment requests.
- H. An analysis of the operating budget for the PROJECT has determined that the DEVELOPER will not be unduly enriched through receipt of rents for the units, but that rents are necessary to cover the ongoing operating costs of the PROJECT.

IV. SCHEDULE FOR COMPLETION AND TIMELINESS; TERM OF AGREEMENT

- A. Time is of the essence of this AGREEMENT. DEVELOPER shall be responsible for meeting the completion dates for the activities listed below. If a DEVELOPER does not meet a completion date, DEVELOPER shall immediately submit a revised implementation schedule for approval by CDC. Failure to achieve these deadlines may result in the loss or reduction of HOME funds.

<u>Activity</u>	<u>Completion Target Date</u>
Project Closing	1/21/2026
Construction Start	1/22/2026
Construction at 50% Completion	7/20/2026
50% of HOME funds drawn	3/22/2026
Leasing Activities Begin	7/15/2026
Construction at 100% Completion	2/21/2027
100% of HOME funds drawn	1/21/2027
Units Fully Leased	5/15/2027

- B. DEVELOPER shall complete expenditure of HOME Funds pursuant to the PROJECT by January 21, 2027. These dates are completion milestones. If DEVELOPER is delayed in the completion of the PROJECT by any cause legitimately beyond its control, as determined by the COUNTY, such that it cannot complete construction by January 21, 2027, it shall immediately give written notice to the Director of Community Services (“Director”) and to the COUNTY of the anticipated delay, the reasons therefore, an updated implementation schedule, and request an extension of time for completion of the PROJECT. Upon review and written approval of the Director, the time for completion may be extended by the Director for a maximum of nine (9) months. Agreement Duration is in accordance with Paragraph XI. F. of this AGREEMENT.
- C. After a period of twelve (12) months from the date of this AGREEMENT, the Director may review the progress of the PROJECT. At the time of this review, if the DEVELOPER has not demonstrated significant progress toward completion and, if the DEVELOPER has not

requested an extension due to a cause legitimately beyond its control, and if the DEVELOPER has not made substantial effort toward completion and delays are determined by COUNTY to be within the control of the DEVELOPER; the Director may recommend to the COUNTY that this AGREEMENT be terminated, and all further payments suspended, and the COUNTY shall act upon said recommendation and notify the DEVELOPER of its action and shall demand repayment of any HOME funds drawn for the PROJECT.

- D. This AGREEMENT shall remain in full force and effect for the required Affordability Period of the PROJECT, which shall be twenty (20) years after the date of project completion in HUD's Integrated Disbursement and Information System.

V. UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. DEVELOPER shall comply with the Federal Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 ("Super Circular"), as updated from time to time, including any single audit requirements contained therein.

VI. OTHER PROGRAM REQUIREMENTS. The project will be conducted and administered in compliance with 24 CFR Part 92, Subpart H – Other Federal Requirements, as amended, and 24 CFR 5.105(a) Nondiscrimination and Equal Opportunity, as amended, including any and all applicable Executive Orders in effect, including but not limited to the following:

- A. Federal civil rights and fair housing law, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. § 2000d et seq.) and implementing regulations issued at 24 CFR Part 1.
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284, 42 U.S.C. § 2000d et seq.), as amended; and that the DEVELOPER will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.
3. The Fair Housing Act of 1968 and the Fair Housing Amendments Act of 1988, as amended, (42 U.S.C. § 3601-20), as amended, and implementing regulations at 24 CFR part 100.
4. Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107.
5. Age Discrimination Act of 1975 (Pub. L. 94-135, 42 U.S.C. § 3001, et seq.), as amended, and implementing regulations at 24 CFR 146.

- B. Section 109 of the Housing and Community Development Act of 1974 (Pub. L. 93-383), as amended, and the regulations issued pursuant thereto, requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available to the ACT. Discrimination on the basis of age is also prohibited pursuant to the Age Discrimination Act of 1975 (Pub. L. 94-

135, 42 U.S.C. 6101-6107) and implementing regulations at 24 CFR Part 146.

- C. Labor Standards. DEVELOPER will ensure that its contracts and subcontracts for construction require compliance with the Fair Labor Standards Act (29 USC 201 et seq). Because there are fewer than eleven (11) HOME-assisted housing units, the prevailing wage standards of the Davis-Bacon and Related Acts (“DBRA”) do not apply, subject to the final sentence of this Paragraph. If a loan, grant, or other subsidy from another source requires DEVELOPER to comply with the DBRA, DBRA requirements and compliance shall prevail over the requirements of this Paragraph.
- D. Illinois Prevailing Wage Act Requirements. The PROJECT is considered construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (the “Wage Act”). The Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed (“Prevailing Wages”). Therefore, all contractors and subcontractors rendering services in connection with the PROJECT must comply with all requirements of the Wage Act, including but not limited to, all wage, notice and record keeping duties, and the wages to be paid to all laborers and mechanics employed in connection with the PROJECT shall be not less than Prevailing Wages, subject to the final sentence of this Paragraph. DEVELOPER must require that the construction contract, all subcontracts and all contracts for work at the PROJECT will provide for the payment of Prevailing Wages and all contractor’s and subcontractor’s bonds shall include a provision guaranteeing that the requirements of the Wage Act will be met. In addition, DEVELOPER will include written stipulation within all subcontracts and contracts for work at the PROJECT that Prevailing Wages are revised by the Illinois Department of Labor and are available on the Illinois Department of Labor’s official website. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at <https://labor.illinois.gov/laws-rules/conmed/prevailing-wage-act.html>. DEVELOPER will post effective Prevailing Wages at the site of the PROJECT in an area easily accessible by workers on the PROJECT. Pursuant to PA 100-1177 and 820 ILCS 130/5.1, the Illinois Department of Labor is charged with developing and maintaining an online portal for prevailing wage construction contractors to file their certified payrolls with the department, which may be accessed through the Illinois Department of Labor’s official website. If a loan, grant, or subsidy from another source requires DEVELOPER to comply with the DBRA, the requirements of the other source shall prevail over the requirements of this Paragraph.
- E. The PROJECT anticipates subsidy through the Project-Based Voucher (PBV) Program (the “PBV Program”) administered by the DuPage Housing Authority (“DHA”). Said subsidy will require compliance with the DBRA. The DEVELOPER will ensure compliance with the DBRA, as required under the PBV Program. Should PBV subsidy not be provided to the PROJECT, DEVELOPER must comply with Illinois Prevailing Wage Act requirements of Paragraph D. above.
- F. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11738 relating to the prevention, control and abatement of water pollution.

- G. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- H. COUNTY is responsible for the preparation of environmental reviews for the PROJECT and enforcement of environmental standards. COUNTY and DEVELOPER agree and acknowledge that this AGREEMENT does not constitute a commitment of funds, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review under 24 CFR Part 58. DEVELOPER shall supply all information requested by COUNTY to complete such reviews, shall carry out any mitigating measures required by COUNTY, and shall not acquire, rehabilitate, convert, lease, repair or construct property, nor commit or expend HOME or local funds for the PROJECT until COUNTY has completed an environmental review to the extent required under 24 CFR Part 58 and has given notification of its approval in accordance with 24 CFR Part 58 that the environmental review for the PROJECT is complete.
1. Radon Mitigation Plan: Radon-resistant construction methods will be incorporated in the PROJECT. Upon completion of the PROJECT, post-construction radon measurements will be taken in accordance with EPA radon measurement protocols for multifamily buildings. Should radon measurements reveal elevated concentrations, DEVELOPER must notify County immediately, and appropriate mitigation must be completed. Radon-resistant construction methods and post-construction Radon testing requirements must be included within the project scope and construction contract.
 2. Tiered Approach to Corrective Action Objectives (TACO) Mitigation Plan: Building is required to be constructed as full slab-on-grade with a passive sub-slab depressurization system. TACO building requirements must be included within the project scope and construction contract.
 3. Floodplain Management Plan: Project site is required to be graded to raise the finished floor elevation of the structure greater than 5 feet above the baseline 100-year flood elevation. The structure must also be situated on site to minimize proximity to the 100-year floodplain. Situation and elevation requirements must be included within the project scope and construction contract.
- I. No PROPERTY located in a floodplain and/or subject to the National Flood Insurance Program may be acquired, rehabilitated or constructed as part of this PROJECT.
- J. DEVELOPER shall comply with affirmative marketing and minority outreach requirements cited under 24 CFR Part 92.351, as amended.
- K. DEVELOPER shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and the implementing regulations at 49 CFR Part 24, and as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR Part 42, subpart A, as amended. This PROJECT does not require temporary relocation of tenants.

- L. DEVELOPER shall further, to the extent it is applicable, comply with Section 3 of the Housing and Urban Development Act of 1968, as amended. All section 3 covered contracts shall include language applying Section 3 requirements for a Section 3 project, including:
1. Employment and training.
 - a. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
 - b. Where feasible, priority for opportunities and training described in paragraph 1. a. of this section should be given to:
 - i. Section 3 workers residing within the service area or the neighborhood of the project, and
 - ii. Participants in YouthBuild programs.
 2. Contracting.
 - a. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
 - b. Where feasible, priority for contracting opportunities described in paragraph 2. a. of this section should be given to:
 - i. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
 - ii. YouthBuild programs.
 3. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).
 4. Section 3 requirements shall apply to all contractors, as well as all subrecipient agreements and contracts for a Section 3 project.
 5. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual obligations or other impediment that would prevent them from complying with the part 75 regulations.
 6. The contractor agrees to include in any contract or agreement language to apply Section 3 to any and all subcontractors. All subrecipients, contractors, and subcontractors must meet

the requirements of §75.19, regardless of whether Section 3 language is included in subrecipient agreements, program regulatory agreements, or contracts. All contractors and subcontractors must meet the requirements of §75.19, regardless of whether Section 3 language is included in contracts.

- M. DEVELOPER shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. § 4851-4856) and implementing regulations at 24 CFR Part 35; subparts A (Disclosure of Known Lead-Based Paint Hazards Upon Sale or Lease of Residential Property), B (General Lead-Based Paint Requirements and Definitions for All Programs), J (Rehabilitation), and R (Methods and Standards for Lead-Based Paint Hazard Evaluation and Hazard Reduction Activities) of this part apply to this PROJECT. The PROJECT must be kept in compliance for the duration of both the HOME affordability period and the COUNTY extended use period. DEVELOPER must also comply with all applicable regulations regarding asbestos containing materials.
- N. DEVELOPER shall not use debarred, suspended, or ineligible contractors or subcontractors in carrying out this PROJECT.
- O. The Build America, Buy America Act (BABA), enacted on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (ITJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference (“Buy America Preference” or “BAP”) for federal infrastructure programs. Steps developed by HUD must be implemented to ensure that the iron, steel, manufactured products, and construction materials used in a project are produced in the United States. Section 70912, the Act further defines a project to include “the construction, alteration, maintenance, or repair of infrastructure in the United States” and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Developer must comply with the provisions and requirements of the BABA Act, 41 U.S.C. 8301 note, and all applicable rules and notices, as may be amended. Under FR-6331-N-10A, HUD announced that it had issued the Public Interest, General Applicability Waiver of Buy America Provisions effective March 15, 2023. This waiver is effective as stated herein for Federal Financial Assistance (FFA) obligated by HUD in listed programs on or after the effective date of the waiver until the implementation deadlines for the BAP as specifically shown in the Federal Register notice. The BAP will apply to HOME FFA obligated by HUD on or after August 23, 2024, unless excepted by a waiver. See Exhibit E for HOME FFA HUD obligation date(s).

The BAP applies to the following construction materials used in infrastructure projects. Each construction material is followed by a standard for the material to be considered **“produced in the United States.”**

1. ***Non-ferrous metals.*** All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
2. ***Plastic and polymer-based products.*** All manufacturing processes, from initial combination of constituent, plastic or polymer-based inputs until the item is in a form in which it is delivered to the work site and incorporated into the project, occurred in the United States.

3. ***Composite building materials.*** All manufacturing processes, from initial combination of constituent materials until the composite material is in a form in which it is delivered to the work site and incorporated into the project, occurred in the United States.
4. ***Glass.*** All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
5. ***Fiber optic cable (including drop cable).*** All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States.
6. ***Optical fiber.*** All manufacturing processes, from the initial preform fabrication stage through fiber stranding, occurred in the United States.
7. ***Lumber.*** All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.
8. ***Drywall.*** All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
9. ***Engineered wood.*** All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Documented evidence proving the iron, steel, manufactured products, and construction materials used in a project are produced in the United States must be provided to the CDC. Examples of evidence include, but are not limited to: documented review of material submittals ensuring proposed covered items are produced in the USA; photos of product labels/stamps and engineering notes from field visits to inspect materials prior to use, confirmed covered items were manufactured in the USA; invoices certifying covered items are manufactured in the USA.

- P. DEVELOPER shall comply with administrative requirements of the Super Circular, including the conflict of interest provisions.
1. DEVELOPER shall provide Project plans, specifications, costs, and a third-party cost analysis. This information will be used to demonstrate Cost Reasonableness to prove that the proposed PROJECT costs are reasonable for the scope of the work.
 2. DEVELOPER shall avoid purchasing unnecessary items.
 3. Where appropriate, an analysis should be made of lease and purchase alternatives to determine which would be most economical and practical.
 4. Except as otherwise required by statute, DEVELOPER may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds.

5. DEVELOPER will maintain copies of all executed contracts and subcontracts pertaining to the PROJECT and will provide to CDC upon request.
- Q. In accordance with 24 CFR § 92.356, no person who is an employee, agent, consultant, officer, or elected official, or appointed official who exercises or has exercised any functions or responsibilities with respect to HOME activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOME assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HOME assisted activity, or with respect to the proceeds of the HOME assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. This also applies to any person who is an employee, agent, consultant, or officer of DEVELOPER.
- R. In accordance with 24 CFR § 92.356(f), no owner, developer, or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor) whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer, or sponsor) may occupy a HOME-assisted affordable housing unit in a project during the required period of affordability specified in § 92.252(d) or § 92.254(a)(4). This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker. An exception may be granted by COUNTY upon written request in accordance with 24 CFR 92.356(f)(2), on a case-by-case basis.
- S. The Architectural Barriers Act of 1978 (42 U.S.C. § 4151-4157), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and implementing regulations at 28 CFR Part 35 or 36, as applicable, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) shall be followed, and implementing regulations at 24 CFR Part 8, to the extent applicable to the PROJECT.
- T. DEVELOPER agrees that to the best of its knowledge, neither the PROJECT nor the funds provided therefore, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (5 U.S.C. § 1501, et seq.).
- U. DEVELOPER certifies, to the best of its knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, 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.

2. 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, 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, the undersigned shall complete and submit Standard Form LLL, "Disclosure Of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all DEVELOPERS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty to the fullest extent permitted by law for each such failure.

V. The DEVELOPER certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the DEVELOPER's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The DEVELOPER's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Project be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the Project, the employee will
 - a. Abide by the terms of the statement; and

- b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- 5. Notifying the CDC within five (5) business days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction;
- 6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - c. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
- W. Eligible matching contributions (“Match”) are defined as the permanent contributions made to HOME-assisted affordable housing under the requirements of 24 CFR 92.220 of the ACT. Acceptable match for the PROJECT include the direct cost of necessary supportive services, facilitating independent living, provided to families residing in HOME-assisted units during the affordability period, cash contributions from non-Federal sources; reasonable value of donated construction materials, not acquired with Federal resources; the value of donated or voluntary labor; and the donated value of real property as appraised according to procedures acceptable to the COUNTY. Developer will report any eligible match to COUNTY on an annual basis.
 - 1. Match is anticipated in the form of donated real property in the amount of \$1,000,000.00. DEVELOPER will provide sufficient documentation to demonstrate the HOME match is eligible under 24 CFR 92.220(a)(3) Donated Real Property.
- X. VAWA Requirements under this section, required by the HOME Investment Partnerships Program, shall apply to the DEVELOPER for the duration of the affordability period.
 - a. VAWA Notification Requirements: DEVELOPER must provide to each of its applicants and to each of its tenants the Notice of Occupancy Rights under the Violence Against Women Act, Form HUD 5380, as amended by the US Department of Housing and Urban Development, from time to time, along with the Certification Form, Form HUD 5382, as amended by the US Department of Housing and Urban Development, from time to time no later than at each of the following times:
 - i. At the time the applicant is denied assistance or admission under a covered housing program;
 - ii. At the time the individual is provided assistance or admission under the covered housing program;
 - iii. With any notification of eviction or notification of termination of assistance; and

iv. During the annual recertification or lease renewal process, whichever is applicable.

b. VAWA Lease Bifurcation:

- i. The housing owner may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:
 1. Without regard to whether the household member is a signatory to the lease; and
 2. Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.
- ii. A lease bifurcation shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any requirements under the relevant covered housing program.
- iii. If a family living in a HOME-assisted rental unit separates due to domestic violence, dating violence, sexual assault, or stalking, the remaining tenant(s) may remain in the HOME-assisted unit.
 1. If a family receiving HOME tenant-based rental assistance separates due to domestic violence, dating violence, sexual assault, or stalking, the remaining tenant(s) will receive HOME tenant-based rental assistance.

c. VAWA Lease Addendum, form HUD-91067, as amended by the US Department of Housing and Urban Development from time to time, attached to this Agreement as Exhibit F, must be incorporated into each HOME-unit lease.

d. VAWA Emergency Transfer Plan: DEVELOPER may develop its own Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, utilizing the most current HUD model emergency transfer plan, Form HUD-5381, and ensuring the plan meets regulatory requirements associated with the HOME program, or utilize the DuPage County Consortium Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, attached to this Agreement as Exhibit G.

VII. COUNTY'S OBLIGATION TO PROSECUTE AGREEMENT

- A. COUNTY shall forth with file all applicable documents and shall comply with all applicable rules and regulations to secure a release of funds for the PROJECT.
- B. After the COUNTY has received notification that funds for the PROJECT have been released by HUD, the DEVELOPER shall be authorized to begin the PROJECT so long as the PROJECT remains in compliance with the HOME Program and this AGREEMENT.

VIII. RECORDS & REPORTS

- A. DEVELOPER authorizes CDC, COUNTY, HUD, and the Comptroller General of the United States to conduct on-site reviews, to examine, inspect, and audit the DEVELOPER'S records and rental applications and to conduct any other procedures or practices to assure compliance with the provisions of this AGREEMENT upon demand.
- B. At the request of CDC or COUNTY, the DEVELOPER shall furnish immediately, if required by the Comptroller General, otherwise within ten (10) business days of such request, such reports, budgets, certifications and other documents required pursuant to federal, state, or COUNTY rules, regulations and policies that are applicable to the PROJECT and shall give specific answers to questions from the COUNTY, from time to time, relative to the DEVELOPER'S contracts and operations in connection with the PROJECT.
- C. DEVELOPER shall, each year as long as the PROJECT remains in effect, provide CDC with an audit conducted by an independent Certified Public Accountant that includes the PROPERTIES contained in this PROJECT. Said audit must include the specific annual amount due to COUNTY based upon the terms of the Note.
- D. DEVELOPER is required to meet any single audit requirements of the Federal Office of Management and Budget.
- E. DEVELOPER shall submit all required information to show compliance with applicable laws, rules and regulations, as specified in this AGREEMENT, including but not limited to the following specifications:
 - 1. Prior to requesting disbursement of any HOME funds.
 - 2. Prior to commencement of PROJECT, a copy of its standard lease form. Leases must be for not less than one year, unless by mutual agreement between the tenant and DEVELOPER, and must be in compliance with the requirements for leases contained in 24 CFR § 92.253.
 - 3. Prior to commencement of PROJECT, a copy of its Tenant Selection Policy.
 - 4. Tenant application, income source documentation and certification, and executed lease for each unit, if so requested by COUNTY, or COUNTY may choose to review these items on site at the PROJECT.
 - 5. Beneficiary data on income, race, ethnicity, gender of single head-of-households, and other data requested by COUNTY necessary to complete COUNTY'S reporting requirements to HUD.
- F. DEVELOPER shall provide a Progress Report to CDC office each quarter (or monthly at the request of the CDC staff), reporting on the status of the PROJECT in relation to the PROJECT target dates. The Progress Reports shall begin upon the signing of this AGREEMENT and shall continue throughout the construction period of the PROJECT. Progress Reports shall continue

until the PROJECT is able to be closed in HUD's Integrated Disbursement and Information System (IDIS).

- G. DEVELOPER shall submit each year to CDC an annual report of the status of the PROJECT in a form prescribed by CDC, or at the request of CDC from time to time if necessary to meet HOME reporting requirements. DEVELOPER will comply with all requests for information and with requests for on-site inspections of books, records, leases, tenant files, and units.
- H. DEVELOPER shall maintain the following records:
 - 1. For a period of seven years after each tenant move-out: records pertaining to the tenancy of each household occupying the PROJECT, including a copy of the lease showing the rent charged, who is responsible to pay for each utility, and those records that demonstrate that the household was income eligible.
 - 2. For a period of seven years after each year of the PROJECT: Documentation that DEVELOPER has followed its Tenant Selection Plan.
 - 3. For a period of seven years after each year of the PROJECT: Documentation of all activities undertaken in connection with DEVELOPER'S affirmative marketing plan.
 - 4. For as long as DEVELOPER owns the PROPERTY and for seven years thereafter: all financial records pertaining to the construction of the PROPERTY.
 - 5. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven-year period, whichever is later.
 - 6. DEVELOPER shall cooperate with the COUNTY to facilitate the maintenance of any and all other financial records as requested by the COUNTY for the length of time requested, as may be required by 24 CFR Part 92.

IX. SUSPENSION AND TERMINATION

- A. In accordance with 2 CFR § 200.339, suspension or termination of this AGREEMENT may occur if the DEVELOPER materially fails to comply with any term of the award. The award may also be terminated for convenience in accordance with 2 CFR § 200.340.
- B. During the implementation of the PROJECT, COUNTY may terminate this AGREEMENT or may suspend payment of HOME funds to DEVELOPER for DEVELOPER'S breach of the AGREEMENT after all applicable notice and cure periods, abandonment of the PROJECT or occurrence rendering impossible the performance by DEVELOPER of this AGREEMENT. COUNTY may also suspend payments of HOME funding due to use of funds in a manner unrelated to DEVELOPER'S performing the PROJECT, failure by DEVELOPER in submitting supporting information or documentation for a claim, submission by DEVELOPER of incorrect or incomplete reports, or DEVELOPER'S suspension of its pursuit of the PROJECT.

- C. In the event COUNTY elects to terminate this AGREEMENT or to suspend payments, for any reason stated hereinabove in paragraph A and B of this Section IX, or to exercise its remedies under Section X, Paragraph D hereof, it shall notify the DEVELOPER in writing of such action, specifying the particular deficiency, at least five (5) business days in advance of any such action and establishing a time (not less than 30 days) and a place for the DEVELOPER to refute the alleged deficiency at a time prior to COUNTY'S taking such action. After allowing the DEVELOPER the opportunity to refute or correct the alleged deficiency, if the alleged deficiency continues to exist, in the reasonable opinion of the COUNTY, the COUNTY may withhold payment to the PROJECT until such time as the violation or breach is remedied. No action taken or withheld by the COUNTY under this paragraph shall relieve the DEVELOPER of its liability to the COUNTY for any funds expended in violation of any of the terms of this AGREEMENT.

X. REMEDIES

- A. In the event of any violation or breach of this AGREEMENT by DEVELOPER, misuse or misapplication of funds derived from this AGREEMENT by DEVELOPER or any violation of any of the statutes, rules and regulations, directly or indirectly, by the DEVELOPER and/or any of its agents or representatives, then DEVELOPER, to the fullest extent permitted by law, agrees to indemnify, and hold the COUNTY harmless from any requirement to repay to HUD the HOME funding received by DEVELOPER for this PROJECT or penalties and expenses, including reasonable attorneys' fees and other costs of litigation, resulting from such action or omission by DEVELOPER. All counsel employed by the DEVELOPER to defend the COUNTY pursuant to this AGREEMENT shall first be approved by the DuPage County State's Attorney. The DEVELOPER does not hereby waive any defenses or immunity available to it with respect to third parties.
- B. In the event HUD, or any other federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in this Section X, then the COUNTY or DEVELOPER shall immediately notify the other party, in writing, providing the full details of the alleged violation. The DEVELOPER shall have the right to contest the claim, in its own name or in the name of the COUNTY, with its consent, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the COUNTY. Upon any final adjudication, or upon any settlement agreed to between the DEVELOPER and the Federal agency, the DEVELOPER shall promptly pay any funds found due and owing.
- C. As long as the COUNTY is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the DEVELOPER shall have complete right to settle or compromise any claim and to pay any judgment to the federal government, so long as COUNTY is indemnified and given prior notice.
- D. If the COUNTY has lost or been prevented from receiving any federal funds, other than the funds for the PROJECT, as a result of any alleged violation subject to the remedy provisions hereof, the DEVELOPER shall repay, upon demand by the COUNTY, such amount of HOME funding due, as a result of the alleged breach, and the DEVELOPER may then pursue any remedy it may have in an appropriate forum in its own name or in the name of the COUNTY,

subject to approval by the State's Attorney's Office, whichever is applicable.

- E. To the fullest extent allowed by law, the DEVELOPER shall assume the defense of and shall pay, indemnify, and hold harmless COUNTY, its designees, and its employees from all suits, actions, claims, mechanics' liens, demands, damages, losses, expenses, and costs of every kind and description to which the COUNTY, its designees, and its employees may be subject by reason of any act or omission of DEVELOPER, its agents or employees, in undertaking and performing under this AGREEMENT. All litigation activity is subject to approval by the State's Attorney's Office. The DEVELOPER does not hereby waive any defenses or immunity available to it with respect to third parties.

XI. MISCELLANEOUS PROVISIONS

- A. AMENDMENTS – Any proposed change in this AGREEMENT shall be submitted to the other party for prior approval. No modifications, additions, deletions, or the like, to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party. DEVELOPER acknowledges that HUD may from time to time issue updated guidance regarding the HOME program that may require amendment of this AGREEMENT and agrees to cooperate with COUNTY in making such amendment.
- B. SUBJECT TO FINANCIAL ASSISTANCE AGREEMENT - This AGREEMENT is made subject to financial assistance agreements between the COUNTY and the United States Department of Housing and Urban Development, with the rights and remedies of the parties hereto being in accordance with this AGREEMENT.
- C. ASSIGNMENT - DEVELOPER shall not assign this AGREEMENT or any part thereof, nor shall DEVELOPER transfer or assign any property or assets acquired using HOME funding or claims due or to become due hereunder, without the written approval of the COUNTY having first been obtained. The contracting or subcontracting of construction work on the PROPERTIES does not constitute an assignment.
- D. ATTORNEY'S OPINION - DEVELOPER shall provide an opinion of its attorney, in a form reasonably satisfactory to the State's Attorney's Office, that all steps necessary to adopt this AGREEMENT, in a manner binding upon DEVELOPER, have been taken by DEVELOPER.
- E. SEVERABILITY - In the event any provision of this AGREEMENT shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- F. AGREEMENT DURATION - Unless terminated by the COUNTY pursuant to the terms of this AGREEMENT above, this AGREEMENT will remain in effect for a total of forty (40) years; twenty (20) years from the date of completion of the PROJECT in HUD's Integrated Disbursement and Information System (IDIS) (HUD's Affordability Period) and for an additional twenty (20) years after the date of completion of the PROJECT in HUD's IDIS (County's Extended Use Period).
- G. NO PARTNERSHIP – Nothing contained in this AGREEMENT, any mortgage, note or any

other document or instrument related to this PROJECT shall be deemed to create a joint venture, partnership relationship, or employer/employee relationship between the COUNTY and DEVELOPER. DEVELOPER shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement.

- H. COUNTY shall provide, upon request, copies of all laws, regulations, statutes, orders, and OMB Circulars cited in this AGREEMENT, or internet links to such.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below to be effective on the date executed by the COUNTY.

COUNTY OF DUPAGE, a body politic in the State of Illinois

BY: Doborah A. Conroy,
Chair DuPage County Board

DATE: _____

ATTEST: Jean Kaczmarek,
DuPage County Clerk

DEVELOPER: Taft and Exmoor LP, an Illinois Limited Partnership

ADDRESS: 310 S. Peoria Street, Suite 500
Chicago, IL 60607

BY: Taft and Exmoor GP LLC
Its General Partner

By: Full Circle Communities, Inc., an Illinois not for profit
corporation, its sole member

Name: Joshua Wilmoth
Title: President and CEO

DATE: _____

ATTEST: Signature

Printed Name

Title

EXHIBIT A

DuPage County Community Development Commission Property Standards Policy

PROPERTY STANDARDS POLICY (2002, Updated and Approved by HOME Advisory Group on 2/09/09, Updated and Approved by HOME Advisory and CDC Executive Committee 08/06/13, Updated and Approved by the HOME Advisory Group and CDC Executive Committee 03/01/16, Approved by HOME Advisory Group 05/02/17, Approved by the HOME Advisory Group 01/02/18, Revised and Approved by the CDC Executive Committee on 02/06/2018)

1. **Applicability.** These standards shall apply to all housing that is acquired, constructed, or rehabilitated by the DuPage County Community Development Commission (CDC) or subrecipients or developers participating in CDC programs and funding. Sources of funding may include, but not be limited to, Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Neighborhood Stabilization Program (NSP). These funds come through the U.S. Department of Housing and Urban Development (HUD). Sections specific to a source of funding are so noted.
2. **History.** The HOME Regulations give guidelines for property standards at 24 CFR 92.251. Properties are required, at a minimum, to meet “local code.” There are thirty-seven municipalities within DuPage County, each having adopted various building codes. For purposes of this document, local code shall mean the DuPage County Building Code, as amended from time to time, and which currently adheres to the standards of the International Building Code 2009 and the International Property Maintenance Code 2009. Any project, however, that requires permitting and/or inspection by another municipality within DuPage County, shall meet the standards of the building codes of that municipality should any portion of said municipal codes or standards be stricter than local code as defined by this paragraph. Applicability to various project types follows.
3. **New Construction Projects.** Housing that is newly constructed with HOME or NSP funds must meet all applicable State and local codes, ordinances, and zoning requirements. Issuance of construction permits will be sufficient evidence that the project has satisfied local ordinances and zoning requirements. Issuance of a certificate of occupancy will be sufficient evidence that the project has met local building codes of the municipality where constructed. DuPage County staff shall also inspect the completed construction using HUD’s Uniform Physical Conditions Standards checklist as a tool to document that the new housing is decent, safe, and sanitary. Additionally, all new construction projects must also:
 - A. If project funds are awarded, the developer and its architect will be required to certify that the project will comply with the Fair Housing Act’s design and construction requirements for multi-family housing. The developer and architect will be required to identify the safe harbor relied upon to assure compliance. More information about these safe harbors can be obtained at www.fairhousingfirst.org/faq/safeharbors.html. In addition, the developer and its architect must certify that the project will meet accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the American with Disabilities Act, if applicable.

- B. Be constructed to mitigate the impact of potential disasters. The most common natural disaster in DuPage County is flooding; therefore, new construction of housing will not be permitted in any FEMA identified flood plain.
 - C. Be designed so that the construction plans, specifications, and work write-ups are in detail sufficient to allow DuPage County, or its architectural/engineering reviewer, to determine that costs of the project are reasonable and that an inspector can easily determine that correct materials have been installed and the % of completion at any point in time. DuPage County, or its designee, will make periodic and final inspections of the construction. Such DuPage County inspections are in addition to, and not a substitute for, any building department inspections required by DuPage County or the municipality where the project is located.
 - D. Be designed so that at a minimum, energy efficiency complies with the 2012 International Energy Conservation Code (IECC), as amended from time to time, or local code if local code requires a level of compliance greater than the 2012 IECC.
 - E. For new construction of a building containing more than four rental units, the construction must include installation of broadband infrastructure, except where the County determines and, in accordance with 24 CFR 92.508(a)(3)(iv), documents the determination that (a) the location of the new construction makes installation of broadband infrastructure infeasible, or (b) the cost of installing broadband infrastructure would result in a fundamental alteration in the nature of its program or activity or in an undue financial burden.
4. **Rehabilitation Projects.** All rehabilitation that is performed must meet the following requirements:
- A. The Rehabilitation Standards of DuPage County. These standards are set forth in Exhibit A to this policy. Technical standards for useful life, building materials and finishes are contained in Exhibit B to this policy. Individual municipalities may enforce stricter provisions. If a municipality requires a building permit for any part of the rehabilitation, issuance of that permit and passing municipal final inspection will demonstrate compliance with that portion of the municipal code requirements.
 - B. Be designed so that the rehabilitation plans, specifications, and work write-ups are in detail sufficient to allow DuPage County, or its architectural/engineering reviewer, to determine that costs of the project are reasonable and that an inspector can easily determine that correct materials have been installed, the % of completion at any point in time, and that these rehabilitation standards are being met. If HOME funds are being used for the rehabilitation, all code deficiencies must be addressed. CDBG funding allows “spot rehab” if deemed appropriate; that is, specific building components may be replaced, but not all code violations need to be corrected.
 - C. DuPage County, or its designee, will make initial, periodic and final inspections of the rehabilitation work. The purpose of the initial inspection is to determine a) that the rehab requested is necessary and b) that any and all health and safety and major system deficiencies are being addressed by the rehabilitation.

- D. Buildings which are purchased for the purpose of rehabilitation may have code violations at the time of purchase. All contracts with contractors and subcontractors performing rehabilitation work must state that work is to be performed to the standards of this policy. All required building permits must be obtained and appropriate local building inspections performed. If rehabilitation work does not require a permit and the rehabilitation work is to be performed by staff of the entity purchasing the building, the agency must either (a) have personnel on staff qualified to certify to the CDC that the building has been brought up to local code, and so certify, or (b) request a local code inspection of the building.
- E. Programs which rehabilitate owner occupied properties must address obvious code violations before any other work is undertaken on the property. A rehabilitation specialist shall perform an evaluation of the property's condition and work to be done. If there appear to be potential code violations which the homeowner does not desire to include in the scope of work, the rehabilitation specialist shall request a local building code inspection during the evaluation process to determine actual code violations. If homeowner will not consent to such inspection, the house will not be accepted into the program. All contracts with contractors and subcontractors performing rehabilitation work must state that work is to be performed to applicable building codes. All required building permits must be obtained and appropriate inspections performed. Additionally, a homeowner must evidence his acceptance of the work performed in writing unless there is a documented reason why he/she cannot or will not do so. Houses which cannot be rehabilitated in accordance with these standards without exceeding the per unit financial limits of any rehab program funded through the CDC will not be accepted into the program. Notwithstanding the foregoing, "spot" rehabilitation may be permitted with CDBG funds for addressing health, safety, building integrity, and accessibility issues. HOME and NSP funds only permit rehabilitation if the entire property is brought up to code.
- F. Major systems that may be included in the rehabilitation project must be replaced with systems that at a minimum, have energy efficiency which complies with the 2012 International Energy Conservation Code (IECC), as amended from time to time, or local code if local code requires a level of compliance greater than the 2012 IECC.
- G. For substantial rehabilitation of a building containing more than four rental units, the construction must include installation of broadband infrastructure, except where the County determines and, in accordance with 24 CFR 92.508(a)(3)(iv), documents the determination that (a) the location of the new construction makes installation of broadband infrastructure infeasible, (b) the cost of installing broadband infrastructure would result in a fundamental alteration in the nature of its program or activity or in an undue financial burden, or (c) the structure of the housing to be substantially rehabilitated makes installation of broadband infrastructure infeasible. Substantial rehabilitation is defined as work on the electrical system with estimated costs equal to or greater than 75 percent of the cost of replacing the entire electrical system, or when the estimated cost of the rehabilitation is equal to or greater than 75 percent of the total estimated cost of replacing the multifamily rental housing after rehabilitation is complete.

5. Acquisition of Standard Housing.

- A. Existing housing that is acquired with HOME assistance for rental housing, and that was newly constructed or rehabilitated less than 12 months before the date of commitment of HOME funds, must meet the property standards of paragraph 3 or 4 of this policy, as applicable. Compliance must be documented based upon a review of approved building plans and Certificates of Occupancy, and inspection that is conducted no earlier than 90 days before the commitment of HOME assistance using HUD's Uniform Physical Conditions Standards checklist. If the funding source is other than HOME, inspection of the property using HUD's Uniform Physical Conditions Standards checklist as a tool will be used as documentation that the property meets the standards of this policy. Issuance of a certificate of occupancy and/or passing local code inspection will be sufficient evidence that the project has met local building codes of the municipality where constructed.
- B. All other existing housing that is acquired for rental property (regardless of funding source), must meet the standards set forth in Paragraph 4 of this policy or the required rehabilitation must be included in the overall project and scope of work. Compliance must be documented based upon inspection.
- C. Existing housing that is acquired for homeownership (e.g., downpayment assistance) must be decent, safe, sanitary, and in good repair. DuPage County shall ensure this condition by verifying that the housing meets all applicable State and local housing quality standards and code requirements through inspection by an inspector who has been trained in the standards of the International Property Maintenance Code. At the time of initial adoption of this policy, CDC staff members are in the process of obtaining this training. Staff will use HUD's Uniform Physical Conditions Standards checklist as a tool to document that the housing meets the standards of this policy. This inspection must take place no earlier than 90 days before the commitment of HOME funds, if the acquisition is HOME funded. No commitment of HOME funds will be made to the address unless the housing receives a "pass" on the checklist, with the exception that kitchen appliances may be provided by the new homeowner after the closing.

6. Occupied Housing by Tenants Receiving HOME Tenant-Based Rental Assistance (TBRA). All housing occupied by tenants receiving HOME TBRA must meet the Housing Quality Standards set forth in 24 CFR 982.401, or such other standard or requirement as established by HUD from time to time.

7. Manufactured Housing. There is little manufactured housing in DuPage County. Should the construction or installation of new manufactured housing be anticipated under a HOME project, this policy will be updated to the current HUD requirements for such housing. Rehabilitation of existing manufactured housing shall meet the requirements of paragraph 4 of this policy.

8. Ongoing Property Condition Standards for Rental Housing.

- A. All HOME assisted rental housing (including mobile homes, if applicable), must be kept in decent, safe, and sanitary condition and in good repair throughout the affordability period specified in the HOME Agreement for that project. Owners must maintain properties in compliance with State and local codes, ordinances, and HUD requirements. Further, housing must

be free of health and safety defects. DuPage County shall uniformly ensure this condition by verifying that the housing meets all applicable State and local housing quality standards and code requirements through inspection by an inspector who has been trained in the standards of the International Property Maintenance Code. At the time of initial adoption of this policy, CDC staff members are in the process of obtaining this training. While the training process continues, staff shall use HUD's Uniform Physical Conditions Standards checklist as a tool to document compliance. Any item shown as "LT" (life threatening) on the HUD Uniform Physical Conditions Standards checklist that fails inspection shall be corrected by the Owner as follows:

- Detected gas leaks shall be called into Nicor immediately.
- Inoperable smoke and/or carbon monoxide detectors, items that prevent proper building egress, and electrical hazards near water shall be corrected within 24 hours.
- For other LT hazards, Owner shall, within 48 hours, either correct the hazard or present a plan as to how the hazard will be corrected, by whom, and when. Should the Owner not correct LT items as required, staff shall report the violation to the appropriate County or municipal building department having jurisdiction over the property for a legal resolution.

For NLT (non-life threatening) deficiencies, Owner shall be given a report of deficiencies and corrective actions and be asked to respond with a plan for correction within two weeks, with all corrective action to be completed within 60 days of submittal of the plan. Should the Owner not correct the deficiencies within the allotted time period, the file shall be turned over to the State's Attorney's Office for legal resolution.

- B. All units constructed prior to 1978 shall have a lead assessment performed as part of the underwriting process (unless exempted under 24 CFR part 35) prior to commitment of HOME funds. If lead is not completely abated by the HOME assistance and interim controls are the appropriate measure, file documentation shall be maintained so that the condition of any surfaces known to contain lead-based paint can be monitored for deterioration during the affordability period.
- C. Inspections and inspections procedures shall be in accordance with the HOME Inspection and Monitoring Procedures.

EXHIBIT A

REHABILITATION STANDARDS - GENERAL

1. Health and safety. DuPage County, or its designee, will inspect occupied housing to be rehabilitated using HUD's Uniform Physical Conditions Standards checklist as a tool to determine if there are any life-threatening deficiencies that must be addressed immediately. Any item shown as "LT" (life threatening) on the HUD Uniform Physical Conditions Standards checklist that fails inspection shall be corrected by the Owner as follows:
 - Detected gas leaks shall be called into Nicor immediately.
 - Inoperable smoke and/or carbon monoxide detectors, items that prevent proper building egress, and electrical hazards near water shall be corrected within 24 hours.
 - For other LT hazards, Owner shall, within 48 hours, either correct the hazard or present a plan as to how the hazard will be corrected, by whom, and when. Should the Owner not correct LT items as required, staff shall report the violation to the appropriate County or municipal building department having jurisdiction over the property for a legal resolution.
2. Major systems. DuPage County's underwriting policies for HOME funded rental projects requires the submission of a property needs assessment of the proposed project so that adequate replacement reserves can be established to repair or replace major systems, as needed. Homeownership projects involving rehabilitation must ensure that each major system have a useful remaining life of at least five (5) years. For purposes of this policy, major systems shall include: structural support; roofing; cladding and weatherproofing (e.g. windows, doors, siding, gutters); plumbing; electrical; heating, ventilation, and air conditioning. For purposes of project underwriting, multi-family rental projects shall also include parking lots and concrete walkways as a major system, as well as replacement costs of appliances, flooring, and bathroom fixtures. Estimation of useful life will be based on the Estimated Useful Life Tables in the *FannieMae Instructions for Performing a Multifamily Property Condition Assessment* (Version 2.0, dated October, 2014, attached hereto in Exhibit B. Single family properties shall use the "Senior" column in the tables.
3. Lead-based paint. All housing constructed prior to 1978 must have a lead-based paint inspection and assessment performed by a licensed assessor. The assessor's report will be required to contain "scope of work" for both interim measures and full abatement. Based on the funds invested in the property and the future health and safety of the occupants of the housing, the appropriate lead paint measures will be included as part of the rehabilitation of the property.
4. Noise Attenuation. DuPage County CDC strongly encourages the incorporation of sound insulating techniques and materials when renovating residential structures. The most important and economical step in mitigating indoor noise is to seal any non-essential openings in the building envelope such as air gaps around windows and doors, mail slots and any unnecessary vents. The use of weather-stripping, insulation, and caulk to seal air gaps will not only block

direct access of exterior noise, but will also increase the building's energy efficiency. The CDC also recommends the use of replacement windows and exterior doors with a high Sound Transmission Class (STC) rating, the addition of storm doors and windows, installation of chimney-cap dampers, and a minimum of R38 attic insulation.

5. Accessibility. Meet accessibility requirements of Section 504 of the rehabilitation Act of 1973 and Titles II and III of the American with Disabilities Act if a "covered" multifamily dwelling constructed for first occupancy after March 13, 1991. This means that "in buildings with four or more dwelling units and at least one elevator, all dwelling units and all public and common use areas are subject to the Act's [*referring to the Fair Housing Act*] design and construction requirements. In buildings with four or more dwelling units and no elevator, all ground floor units and public and common use areas are subject to the Act's design and construction requirements." [Joint Statement of The Department of Housing and Urban Development and The Department of Justice titled *Accessibility (Design and Construction) Requirements for Covered Multifamily Dwellings Under the Fair Housing Act*, issued April 30, 2013].
6. Disaster mitigation. Be rehabilitated to mitigate the impact of potential disasters. The most common natural disaster in DuPage County is flooding. Rehabilitation will not be performed on housing located in a floodplain, with the exception of owner-occupied rehabilitation that meets flood insurance requirements and HUD environmental requirements.
7. Local code. Housing that is rehabilitated with HOME funds must meet all applicable State and local codes, ordinances, and requirements. If a municipality requires a building permit for any part of the rehabilitation, issuance of that permit and passing municipal final inspection will demonstrate compliance with that portion of the municipal code requirements.
8. Upon completion of rehabilitation, the units will be decent, safe, sanitary and in good repair. DuPage County shall ensure this condition by verifying that the housing meets all applicable State and local housing quality standards and code requirements through inspection by an inspector who has been trained in the standards of the International Property Maintenance Code. At the time of initial adoption of this policy, CDC staff members are in the process of obtaining this training. Staff will use HUD's Uniform Physical Conditions Standards checklist as a tool to document that the housing meets the standards of this policy.
9. For multi-family rental housing projects of 26 or more total units in the project (not assisted units), a capital needs assessment must be performed to determine the scope of work and the long-term physical needs of the project.
10. No components will be replaced strictly for cosmetic purposes. If mold remediation is performed in a basement and/or attached garage, other rehabilitation work will be performed on a "do no harm" basis. This means that damage to the basement or garage caused by performing eligible work may be repaired only. For example, if all the drywall in a basement or garage must be removed because of mold, drywall will not be replaced, unless a code standard requires drywall in a basement or garage. However, if a portion of drywall must be removed, or if a fixture in a basement or garage must be removed due to mold, and such removal leaves a wall partially damaged or a gap in a wall, floor, or ceiling due to fixture removal, the drywall or gap may be repaired (without replacement of the fixture). The "lower level" of a house that is a split level, tri-

level, or raised ranch and is considered living area under property assessment standards is not considered to be a basement under this policy.

11. Air conditioning and dishwashers are considered standard improvements in DuPage County.

REHABILITATION STANDARDS – SPECIFIC TO OWNER OCCUPIED REHABILITATION

Eligible Activities

1. Correction of code violations cited by DuPage County or municipal code inspection, with exceptions for driveway, sidewalk, garage, deck, and landscaping issues as discussed below. Please note that if the rehabilitation is funded with HOME Investment Partnerships program funds, all code violations must be able to be corrected within the maximum loan amount or the rehabilitation will not be undertaken.
2. Health and safety issues that put the household at risk of injury or disease or that prevent the dwelling from receiving assistance under the DuPage County Weatherization Program or prevent a unit from receiving the maximum benefit of the Weatherization program.
3. Repair or replacement of the following components or systems because of system failure, code violation, or recommendation through a Weatherization assessment, not for cosmetic purposes. Quality of materials shall be those that can be obtained at mid-level pricing.
 - Foundations, basements, and/or crawl spaces, (only for purposes of water sealing or moisture removal). This program is not able to deal with major foundation issues.
 - Exterior walls and siding
 - Roof and roof systems
 - Doors, windows and window frames (shall meet the energy efficiency of, but not exceed the quality of, windows installed under the DuPage County Weatherization Program)
 - Porches, stairs and railings
 - Interior walls, and ceilings (only if condition poses actual health & safety threat: e.g. ceiling is coming down)
 - Well and septic systems
 - Water and sewer connections, if such service is available
 - Electrical systems and fixtures
 - Plumbing systems and fixtures
 - Heating and cooling systems
 - Hot water heaters
 - Insulation
 - Air sealing
 - Chimney repair/tuckpointing
 - Flooring (only if a medical or accessibility issue; e.g. allergies necessitate removal of carpet or current flooring poses a mobility issue for person with disabilities)
 - Painting, only if condition of exterior paint is a code violation
 - Demolition of substandard buildings on the property if their condition constitutes a code violation or danger

- Landscaping, sidewalks, garages, decks, and driveways – only if health & safety issue or code violation and the cost of such is incidental to other rehabilitation of the property. For purposes of the DuPage County program, incidental shall mean that the combined total rehabilitation cost of these items shall be less than 25% of the total rehabilitation costs.
 - Work in basements: If a basement is not taxable square footage, only code violations and health and safety issues may be corrected. For example, mold remediation may be performed in a basement. Other restoration work will be performed on a “do no harm” basis, which means that damage to the basement or garage caused by performing eligible work may be repaired. For example, if all the drywall in a basement must be removed because of mold, drywall will not be replaced, because no code standard requires drywall in a basement. However, if a portion of drywall must be removed, or if a fixture in a basement must be removed due to mold, and such removal leaves a wall partially damaged or a gap in a wall, floor, or ceiling due to fixture removal, the drywall or gap may be repaired (without replacement of the fixture).
4. Accessibility improvements available only to households with a severely disabled member meeting the following HUD definition:

Persons are considered severely disabled if they:

- *Use a wheelchair or another special aid for 6 months or longer; or*
- *Are unable to perform one or more functional activities (seeing, hearing, having one’s speech understood, lifting and carrying, walking up a flight of stairs and walking); or*
- *Need assistance with activities of daily living (getting around inside the home, getting in or out of bed or a chair, bathing, dressing, eating and toileting) or instrumental activities or daily living (going outside the home, keeping track of money or bills, preparing meals, doing light housework and using the telephone); or*
- *Are prevented from working at a job or doing housework; or*
- *Have a selected condition including autism, cerebral palsy, Alzheimer’s disease, senility or dementia or mental retardation; or*
- *Are under 65 years of age and are covered by Medicare or receive Supplemental Security Income (SSI).*

Work to be performed must be eligible under applicable Federal regulations and shall be for the purpose of providing greater accessibility or diminishment of impairment for the severely disabled household member. It could include such items as, but not be limited to, installation of wheelchair ramps, railings, bathroom grab bars, accessible doorknobs, or a warning system for the hearing impaired. All work performed must fix a condition or install a “fixture.”

Ineligible Activities

- New construction of room additions, fireplaces, sheds, or garages
- Foundation work beyond water sealing
- Painting and staining (unless condition of exterior paint is a code violation)
- Cabinets and counter tops
- Flooring (unless medical or accessibility issue)
- Repair of swimming pools and/or pool liners

- Repair of damage covered by a homeowner's insurance policy
- Purchase or repair of appliances
- Window treatments
- Purely cosmetic or convenience improvements
- Reimbursement of previously done work
- Landscaping, sidewalks, garages, decks, and driveways – if the combined total rehabilitation cost of these items is greater than 25% of the total rehabilitation costs.

EXHIBIT B

Useful Life and Materials Standards

1. **Useful Life.** Estimation of useful life will be based on the Estimated Useful Life Tables in the FannieMae *Instructions for Performing a Multifamily Property Condition Assessment* (Version 2.0, dated October, 2014). Single family properties shall use the “Senior” column in the tables.
2. **Materials and Finishes.** Materials and finishes should be appropriate for the room and function. For example, non-porous surfaces should be used for countertops and flooring in kitchens, baths, and laundry areas.

When replacing components during rehabilitation, components should be replaced with like components, unless building codes, energy standards, and/or the needs of the occupants require different materials. For example, an “occupant need” may mean that allergies or disabilities dictate a solid surface flooring such as tile or laminate be installed in lieu of carpeting.

In owner occupied rehabilitation and homeowner projects (not including down payment assistance only projects), materials and finishes must be durable, but not exceed a mid-range grade of quality, and may not be “luxury improvements.” DuPage County will not permit an owner occupant to pay the difference to upgrade beyond the materials and finishes allowed under this policy or use an “allowance” system for components or fixtures. DuPage County specifically considers “luxury improvements” to include:

- granite countertops
- bamboo, hardwood and hardwood engineered flooring (or similar materials)
- cabinetry beyond builders grade cabinets
- tile, laminate flooring or carpet beyond a mid-range grade

In new construction and rehabilitation of rental properties, durability of materials should be considered so that the long-term financial viability of the project is not undermined by constant replacement of components due to wear and tear.

EXHIBIT B Utility Allowances



DuPage Housing Authority
711 E Roosevelt Rd, Wheaton, IL 60187 PH:
630.690.3555 FAX: 630.690.0702
www.dupagehousing.org

Kendall Housing Authority
811 W John St., Yorkville, IL
60560 PH: 630.593.8218 FAX:
331.207.8923
www.kendallhousing.org



DUPAGE HOUSING AUTHORITY 2025 UTILITY ALLOWANCE SCHEDULE EFFECTIVE JANUARY 1, 2025

	0 BR	1	2 BR	3 BR	4 BR	5	6 BR
<u>ELECTRIC</u>							
Lights, etc. (Other Electric)							
(Includes Monthly Electric Fee)							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$35	\$39	\$47	\$55	\$64	\$72	\$77
House (Single Family Detached)	\$44	\$49	\$61	\$73	\$86	\$98	\$105
Cooking - All Unit Types	\$5	\$6	\$8	\$11	\$13	\$16	\$17
Water Heating							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$13	\$15	\$19	\$23	\$28	\$32	\$34
House (Single Family Detached)	\$16	\$19	\$24	\$29	\$34	\$40	\$43
Heating							
Apartments/ Townhouse/ Rowhouse/ High-Rise	\$22	\$25	\$34	\$44	\$53	\$62	\$67
House (Single Family Detached)	\$51	\$60	\$70	\$80	\$91	\$101	\$109
<u>NATURAL GAS</u>							
Cooking - All Unit Types	\$2	\$2	\$3	\$3	\$5	\$5	\$6
Water Heating							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$4	\$5	\$7	\$9	\$11	\$13	\$15
House (Single Family Detached)	\$5	\$6	\$9	\$11	\$14	\$16	\$17
Heating							
Apartments/ Townhouse/ Rowhouse/ High-Rise	\$15	\$18	\$21	\$24	\$27	\$30	\$33
House (Single Family Detached)	\$22	\$26	\$30	\$34	\$39	\$43	\$47
Monthly Gas Fee - All Unit Types	\$22	\$22	\$22	\$22	\$22	\$22	\$22
<u>MISCELLANEOUS</u>							
Water - All Unit Types	\$41	\$63	\$79	\$95	\$111	\$127	\$138
Sewer - All Unit Types	\$28	\$24	\$33	\$43	\$52	\$62	\$68
Trash - All Unit Types	\$14	\$24	\$24	\$24	\$24	\$24	\$24
Refrigerator - All Unit Types	\$12	\$12	\$12	\$12	\$12	\$12	\$12
Range - All Unit Types	\$11	\$11	\$11	\$11	\$11	\$11	\$11
Air Conditioning							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$3	\$4	\$5	\$7	\$9	\$10	\$11
House (Single Family Detached)	\$3	\$3	\$7	\$11	\$14	\$18	\$20
TOTAL ALLOWANCES							

Effective January 1, 2025

EXHIBIT C
PROPOSED PROJECT DEVELOPMENT BUDGET

DU PAGE COUNTY DEVELOPMENT BUDGET (Uses)					
Project: Taft and Exmoor		Developer: Full Circle Communities, Inc.			
Project Number: HM21-05/HM22-02/HM23-02					
ACQUISITION	TOTAL	Per Unit	Per SF	% TDC	
Land	\$1,750,000	\$41,667			
Building		\$0			
Holding Costs	\$60,000	\$1,429			
Other:		\$0			
Other:		\$0			
Total Acquisition:	\$1,810,000	\$43,095	\$43.87	8.3%	
HARD COSTS (complete sheet #7)					
General Cond., Overhead & Profit	\$1,535,983	\$36,571			
Construction Hard Costs	\$11,906,630	\$283,491			
Building Permit & Other Local Fees	\$500,000	\$11,905			
Total Construction:	\$13,942,613	\$331,967	\$337.92	63.6%	
CONTINGENCY	\$681,254	\$16,220	1651.1%	3.1%	
SOFT COSTS					
Architect: Design	\$418,628	\$9,967			
Architect: Supervision	\$140,000	\$3,333			
Civil Engineering	\$42,000	\$1,000			
Green Certification Fees	\$40,000	\$962			
Legal	\$175,000	\$4,167			
Accounting/Cost Certification	\$30,000	\$714			
Survey	\$22,000	\$524			
Appraisal	\$11,000	\$262			
Environmental Report	\$45,000	\$1,071			
Soil Tests	\$50,000	\$1,190			
Market Study	\$10,000	\$238			
3rd Party Cost Estimate	\$2,000	\$48			
Title & Recording	\$50,000	\$1,190			
Marketing	\$40,000	\$962			
Other: Construction supervision & documentation; non-m	\$115,000	\$2,738			
Other: Furniture, Fixtures, and Equipment	\$150,000	\$3,571			
Total Soft Costs:	\$1,340,628	\$31,920	\$32.49	6.1%	
PERMANENT FINANCING					
Application Fees	\$2,250	\$54			
LIHTC Fees	\$184,382	\$4,390			
Working Capital/Latent Defects LOC Fee		\$0			
Origination Fees	\$150,501	\$3,583			
Financing Legal Fees	\$60,000	\$1,429			
Lender's Inspecting Architect	\$13,000	\$310			
Bond Insurance Fees		\$0			
Credit Enhancement Fee		\$0			
Bank Escrow Fee		\$0			
Rating Agency Fee		\$0			
Other: IAHTC Reservation Fee	\$25,000	\$595			
Other: IHDA Subsidy Layering Review Fee	\$1,000	\$24			
Total Interim Financing:	\$436,133	\$10,384	\$10.57	2.0%	
INTERIM FINANCING					
Construction/Bridge Loan Interest	\$1,059,779	\$25,233			
MIP/Credit Enhancement during construction		\$0			
Servicing Fees during construction		\$0			
Real Estate Taxes during construction	\$20,000	\$476			
Insurance during construction	\$100,000	\$2,381			
Other: GC's P&P bond	\$182,465	\$4,344			
Total Permanent Financing:	\$1,362,244	\$32,434	\$33.02	6.2%	
SYNDICATION					
Syndication Legal	\$55,000	\$1,310			
Partnership organizational expense		\$0			
Other:		\$0			
Total Syndication:	\$55,000	\$1,310	\$1.33	0.3%	
RESERVES					
Real Estate Tax Reserve	\$36,361	\$866			
Insurance Reserve	\$44,100	\$1,050			
Capital Replacement Reserve	\$31,500	\$750			
Initial Rent-up Reserve		\$0			
Operating Reserve	\$285,913	\$6,807			
Debt Service Reserve		\$0			
Other:		\$0			
Other:		\$0			
Other:		\$0			
Total Reserves:	\$397,874	\$9,473	\$9.64	1.8%	
DEVELOPER FEE	\$1,892,621	\$45,062	\$45.87	8.6%	
TOTAL DEVELOPMENT COSTS (TDC):	\$21,918,367	\$521,866	\$531.23	100.0%	

EXHIBIT D

LEGAL DESCRIPTION

Parcel Index Numbers:

05-23-200-012

Affects: Lots 10 through 16

05-23-200-016

Affects: Lots 17, 18 and 19

05-23-200-021

Affects: Lots 20 and 21 and other property

Commonly Known As: Northwest corner of Taft and Exmoor Avenue, Glen Ellyn, IL 60137; 640 Taft Avenue, Glen Ellyn, IL 60137

LEGAL DESCRIPTION:

LOTS 10 THROUGH 21, INCLUSIVE, IN BLOCK 3 IN ROOSEVELT HILLS, A SUBDIVISION IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1928 AS DOCUMENT NO. 268777, IN DUPAGE COUNTY, ILLINOIS.

Exhibit E
HOME Funding Program Year Breakdown

Project Number	Program Year	HUD Obligation Date	Funding Amount
HM21-05	2021	08/03/2021	\$108,587.60
HM22-02	2022	09/09/2022	\$294,450.00
HM23-02	2023	06/28/2023	\$1,346,962.40
Total HOME Funding:			\$1,750,000.00

Exhibit F
VAWA Lease Addendum

**VIOLENCE, DATING VIOLENCE
OR STALKING**

U.S. Department of Housing
and Urban Development
Office of Housing

CMB Approval No. 2502-0204
Exp. 6/30/2017

LEASE ADDENDUM
VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

Form HUD-91067
(9/2008)

Exhibit G

**DUPAGE COUNTY CONSORTIUM EMERGENCY TRANSFER PLAN
FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, AND STALKING**

DuPage County, by and through its Community Services Department, Community Development Commission (CDC) (collectively, the “County”) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act of 1994, as amended (“VAWA”), the County allows any tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant’s current unit to another unit. VAWA protections are not limited to women. Victims cannot be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex (including perceived or actual sexual orientation or gender identity), familial status, disability, or age. HUD-assisted and HUD-insured housing must also be made available to all otherwise eligible individuals and families regardless of age, or actual or perceived gender identity, sexual orientation, or marital status. This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance regarding safety and security. The plan is based on Federal regulations at 24 Code of Federal Regulations (CFR) part 5, subpart L, related program regulations, and the model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD). HUD is the Federal agency that oversees that relevant housing programs within the DuPage County Consortium area are in compliance with VAWA.

Relevant HUD programs for the County are: (i) the HOME Investment Partnerships (HOME) program, (ii) the Emergency Solutions Grants (ESG) program, and (iii) the Continuum of Care (CoC) program (collectively, “HUD Programs”). For purposes of this Plan, eligible housing within DuPage County, and eligible housing located within the DuPage County Consortium area, that is supported by funding provided through any of these three HUD Programs, shall be called “HUD Program-Supported Housing.”

Definitions

- **HUD Program-Supported Housing Provider** means Developer, Owner, and/or Sponsor of HOME-assisted properties, and ESG and CoC delegate agencies.
- **Eligible Person** refers to someone residing in HUD Program-Supported Housing who is a victim of domestic violence, dating violence, sexual assault, or stalking, or an affiliated individual as those terms are defined in the VAWA Implementing Regulations.
- **External Emergency Transfer** refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is, the tenant must undergo an application process in order to reside in the new unit.
- **Internal Emergency Transfer** refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.
- **Safe Unit** refers to a unit that the victim of VAWA violence/abuse believes is safe.
- **VAWA violence/abuse** means an incident or incidents of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in 24 CFR 5.2003 and “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking” (Form HUD-5382).

DuPage County and the CDC are not landlords, nor do they operate any HUD Program-Supported Housing directly. Therefore, the County will undertake the following actions under this Plan, however, nothing in this Plan is intended to supersede any eligibility or other occupancy requirements that may apply under any individual HUD Program-Supported Housing program.

This plan may be amended, from time to time, by the County.

Eligibility for Emergency Transfers

A tenant, even those not in good standing, may seek an emergency transfer to another unit if they or their household member is a victim of VAWA violence/abuse, as outlined in the *Notice of Occupancy Rights Under the Violence Against Women Act*, Form HUD-5380. This emergency transfer plan provides further information on emergency transfers, and the County must provide a copy if requested.

HUD-Program Supported Housing Providers may ask for submission of a written request for an emergency transfer, such as form HUD-5383, to certify eligibility for the emergency transfer.

A Tenant is eligible for an emergency transfer if:

1. The tenant (or their household member) is a victim of VAWA violence/abuse;
2. The tenant expressly requests the emergency transfer; **AND**
3. **EITHER**
 - a. The tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if they (or their household member) stays in the same dwelling unit; **OR**
 - b. If the tenant (or their household member) is a victim of sexual assault, either the tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if the tenant (or their household member) were to stay in the unit, or the sexual assault occurred on the premises and the tenant requested an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

The County and HUD-Program Supported Housing Providers, in response to an emergency transfer request, will not evaluate whether the tenant (Eligible Person) is in good standing with the HUD Program-Supported Housing as part of the assessment or provision of an emergency transfer. Whether or not a tenant is in good standing does not impact their ability to request an emergency transfer under VAWA.

Assisting HUD Program-Supported Housing Providers in Fulfilling Their VAWA Responsibilities

The County, through its contractual relationships with HUD Program-Supported Housing Providers, such as the Developers, Owners and/or Sponsors of HOME-assisted properties and ESG and CoC delegate agencies, will undertake to assist them in fulfilling their VAWA responsibilities generally. This will include:

- Adding requisite text concerning VAWA, including changes to tenant lease addenda and lease bifurcation text, to delegate agency agreements, HOME regulatory agreements, and the like;
- Ensuring that HUD Program-Supported Housing Providers give priority to Eligible Persons who qualify for an emergency transfer over other categories of tenants seeking transfers and individuals seeking placement on waiting lists;
- Maintaining a list of HOME-assisted units and making the list available to HUD Program-Supported

Housing Providers and/or tenants requesting an emergency transfer;

- Seeking confirmation that covered housing providers have an emergency transfer plan in place, and that they have provided all required VAWA information to all appropriate tenants and applicants; and collecting from covered housing providers all information that the County is required to collect under the implementing regulations.

To ensure that the County can meet these responsibilities, each HUD Program-Supported Housing provider must communicate with the County regarding VAWA compliance within its program. On an annual basis or when requested, typically during monitoring, HUD Program-Supported Housing providers must share the information included above, including any individualized Emergency Transfer Plan for the program, updated leasing documents, any tenant selection plan or other tenant prioritization plan, and any de-identified data regarding VAWA compliance as required under the law.

Emergency Transfer Policies

The County requires HUD Program-Supported Housing Providers to act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit.

When the HUD Program-Supported Housing provider reviews the Eligible Person's transfer request, it will inquire and document where the Eligible Person believes it would be reasonable and safe to transfer to.

Upon receipt of an Eligible Person's full request to emergency transfer, absent any conflicting or missing information, the HUD Program-Supported Housing provider will approve or disapprove the Eligible Person's request within five business days.

Upon approving a request for emergency transfer, the HUD Program-Supported Housing provider will attempt to identify an alternative dwelling unit or placement, exhausting all resources available. The HUD Program-Supported Housing provider will confirm whether it has available internal units (utilizing the resources available through the current program or other programs that are County-funded within its housing portfolio) within five business days and communicate with the Eligible Person to determine if any of the available units are safe and reasonable to move to. If the unit is a safe unit for the Eligible Person, the HUD Program-Supported Housing provider will coordinate with its staff and the Eligible Person to coordinate the emergency transfer. If a HUD Program-Supported Housing provider identifies an available unit and the Eligible Person believes that unit would not be safe, they may request a transfer to a different unit.

To request an emergency transfer, the Eligible Person should follow the procedures listed for the particular HUD Program that provides the Eligible Person's housing. Information specific to each program should also be listed in the Eligible Person's lease and/or notice for reference. Please also see the Emergency Transfer Request Documentation section below.

An Eligible Person who requests an emergency transfer due to VAWA violence/abuse is considered a high-priority transfer and HUD Program-Supported Housing providers should make all attempts to expedite the move process. Eligible Persons who qualify for an emergency transfer under VAWA will be given priority over other categories of tenants seeking transfers and individuals seeking placement on waiting lists. HUD Program-Supported Housing providers should update their Tenant Selection Plans and

other property-specific documents to be consistent with this definition and process for an internal transfer.

HUD Program-Supported Housing providers should provide copies of the document(s) that identify the positions responsible for reviewing and approving emergency transfer requests, facilitating the emergency transfer process, and ensuring that VAWA requests are kept confidential and separate from main tenant files. HUD Program-Supported Housing providers should also be sure to account for staff turnover and rule changes by providing regular updates to tenants when the above positions change. HUD Program-Supported Housing providers will update these documents with the County annually, or whenever the position or policies surrounding emergency transfers changes.

Internal Transfers – When a Safe Unit is Immediately Available

If an Eligible Person requests an internal transfer, defined in this Plan as a transfer to any available and appropriate unit that the Eligible Person identifies as safe within the HUD Program-Supported Housing provider's property portfolio, the HUD Program-Supported Housing provider will facilitate the provision of VAWA protections for the Eligible Person as set out in the program-specific regulations below.

The County directs HUD Program-Supported Housing providers to treat emergency transfers within its housing portfolio, or another unit funded by the HUD Program-Supported Housing, as an internal transfer, where an Eligible Person will not be treated as a new applicant and will follow the timeline and procedures identified within this Plan. Even for these internal transfers, an Eligible Person may need to complete a housing application, sign a new lease, or complete other essential documentation to relocate to a new unit. However, they will not be treated as a new applicant, have to undergo an application process, and/or be added to a waitlist.

Internal Transfers – When a Safe Unit is Not Immediately Available

If an Eligible Person requests an internal transfer, defined in this Plan as a transfer to any available and appropriate unit that the Eligible Person identifies as safe within the HUD Program-Supported Housing provider's property portfolio, but the HUD Program-Supported Housing Provider does not have a safe unit available, the HUD Program-Supported Housing Provider shall give the Eligible Person priority over all others when the next unit becomes available. The HUD Program-Supported Housing Provider shall notify the County that no internal emergency transfer is available.

If the Eligible Person wishes to move forward with an external transfer in lieu of waiting for the next available unit to become available for an internal transfer, the HUD Program-Supported Housing Provider will support an external transfer for the Eligible Person, as outline below under "External Transfers".

The County recognizes an Eligible Person's right to choose a unit that is safe to them. The County is aware that nothing precludes an Eligible Person from seeking an internal emergency transfer and an external emergency transfer concurrently if a safe unit is not immediately available.

External Transfers

If the HUD Program-Supported Housing provider cannot transfer an Eligible Person within their property portfolio within a reasonable timeframe, or the available unit is not deemed safe by the Eligible Person, it will support the Eligible Person in connecting with an external transfer, as described within the procedures herein. HUD Program-Supported Housing providers will not penalize an Eligible Person requiring an external emergency transfer with any unlawful fees or penalties in relation to their required move and will comply with all federal, state, and local protections for survivors of VAWA

violence/abuse, including the Illinois Safe Homes Act, the Fair Housing Act, and the Illinois Human Rights Act.

For external transfers, the HUD Program-Supported Housing provider cannot guarantee the timeframe in which a new unit will be available beyond the Emergency Transfer Plan's requirement that the HUD Program-Supported Housing provider attempt to identify a new unit as quickly as possible. However, the HUD Program-Supported Housing provider should respond to the transfer request within five business days to update the Eligible Person on the process and anticipated time frame.

HUD Program-Supported Housing Provider's will provide Eligible Person's with referrals to community partners and assist in identifying external affordable housing options, which may be done, in part, through utilization of the County's 211 system. Outreach will also be made to Family Shelter Services of Metropolitan Family Services DuPage and other organizations aiding victims of domestic violence, dating violence, sexual assault, or stalking.

VAWA provisions do not supersede eligibility or other occupancy requirements that may apply under a covered housing program. HUD Program-Supported Housing Providers may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

Emergency Transfer Plan Procedures for each HUD Program-Supported Housing Program

HOME Investment Partnerships (HOME) Program:

If an Eligible Person in a HOME-assisted unit seeks VAWA protections under 24 CFR § 92.359, the request may be made through the Eligible Person's housing or facility owner, or manager. The owner of HOME-assisted rental housing must provide the Notice of Occupancy Rights under the Violence Against Women Act (Form HUD-5380) and HUD approved certification form (Form HUD-5382) described in 24 CFR 5.2005(a) to applicants and tenants upon admission or denied admission to a HOME-assisted unit, and with any notification of eviction from a HOME-assisted unit.

DuPage County operates a HOME Tenant-Based Rental Assistance (TBRA) program through Subrecipient agencies which are also HUD Program-Supported Housing Providers. These Subrecipient HUD Program-Supported Housing Providers must similarly provide the Notice of Occupancy Rights under the Violence Against Women Act (Form HUD-5380) and HUD approved certification form (Form HUD-5382) described in 24 CFR 5.2005(a) to applicants and tenants for HOME TBRA when HOME TBRA rental assistance is approved or denied, with notification of termination of HOME TBRA, and with any notification of eviction.

These VAWA provisions do not supersede eligibility or other occupancy requirements that may apply. The HUD Program-Supported Housing Provider may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

Emergency Solutions Grant (ESG) Program

If an Eligible Person in an ESG program seeks VAWA protections under 24 CFR § 576.409, the request may be made through the housing owners, or Eligible Person's ESG recipient or subrecipient administering ESG rental assistance, or HUD Program-Supported Housing Provider.

The recipient or subrecipient of ESG must provide the Notice of Occupancy Rights under the Violence Against Women Act (Form HUD-5380) and HUD approved certification form (Form HUD-5382)

described in 24 CFR 5.2005(a) to applicants and tenants when denied ESG rental assistance, when an application for a unit receiving project-based rental assistance is denied, when ESG rental assistance begins to be received, upon notification of termination of ESG rental assistance, and upon notification of eviction.

As of the drafting of this Plan, the County nor its ESG subrecipient's provide ESG funding in the form of project-based rental assistance. If a tenant resides in a project-based rental assistance unit and a safe unit is not immediately available for an internal emergency transfer, the tenant shall have priority over all other applicants for tenant-based rental assistance, utility assistance, and units for which project-based rental assistance is provided.

If a household receives tenant-based rental assistance and must separate because of an emergency transfer and if the non-transferring family members were on the original lease, then they will continue to receive tenant-based rental assistance, for which they are eligible. If a household receives tenant-based rental assistance and must separate because of an emergency transfer and if the non-transferring family members were not on the original lease, then they may apply for ESG tenant-based rental assistance but will not receive any priority.

These VAWA provisions do not supersede eligibility or other occupancy requirements that may apply. The HUD Program-Supported Housing Provider may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

Continuum of Care (CoC)

The CoC has adopted this DuPage County Consortium Emergency Transfer Plan, and recipients and subrecipients in the CoC must follow this plan. If an Eligible Person in a CoC program seeks VAWA protections under 24 CFR § 578.99(j), the request may be made through the owner or landlord, recipient, or subrecipient of CoC program funding.

For CoC-assisted housing arrangements, the Eligible Person or family shall have priority over all other applicants for rental assistance, transitional housing, and permanent supportive housing projects funded under the CoC program, provided that: the Eligible Person or family meets all eligibility criteria by Federal law or regulation or HUD NOFA; and the Eligible Person or family meets any additional criteria or preferences established in accordance with 24 CFR 578.93(b)(1), (4), (6), or (7). The Eligible Person or family shall not be required to meet any other eligibility criteria or preferences for the project. The Eligible Person or family shall retain their original homeless or chronically homeless status for the purposes of the transfer.

The CoC recipient must provide the Notice of Occupancy Rights under the Violence Against Women Act (Form HUD-5380) and HUD approved certification form (Form HUD-5382) to applicants and tenants upon denial of permanent or transitional housing, upon admission to permanent or transitional housing, upon notification of eviction, and upon notification of termination of assistance.

If a family who is receiving tenant-based rental assistance separates to effect an emergency transfer, the family's tenant-based rental assistance and any utility assistance shall continue for the family member(s) who are not evicted or removed. If a family living in permanent supportive housing separates and the family's eligibility for the housing was based on the evicted individual's disability or chronically homeless status, the remaining tenants may stay in the project as provided under § 578.75(j). Otherwise, if

a family living in a project funded under this part separates under 24 CFR 5.2009(a), the remaining tenant(s) will be eligible to remain in the project.

These VAWA provisions do not supersede eligibility or other occupancy requirements that may apply under a covered housing program. The HUD Program-Supported Housing Provider may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify staff of their HUD Program-Supported Housing Provider, which includes staff on-site at the property. Staff shall immediately notify the Eligible Person of their right to an emergency transfer by making available a copy of the HUD-5383 *Emergency Transfer Request for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*, in the primary language of the tenant. If the HUD Program-Supported Housing Provider does not already have documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking, the HUD Program-Supported Housing Provider may ask for this documentation in accordance with 24 CFR 5.2007. Unless the HUD Program-Supported Housing Provider receives documentation that contains conflicting information, as described in 24 CFR 5.2007(b)(2), the HUD Program-Supported Housing Provider cannot require third-party documentation to determine status as a VAWA victim for emergency transfer eligibility. The HUD Program-Supported Housing Provider will provide reasonable accommodations to this policy for individuals with disabilities.

The tenant's written request for an emergency transfer must include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if the tenant (or household member) stays in the same dwelling unit; OR
2. In the case of a tenant (or household member) who is a victim of sexual assault, **either** a statement that the tenant reasonably believes there is a threat of imminent harm from further violence or trauma if the tenant (or household member) stays in the same dwelling unit), **or** a statement that the sexual assault occurred on the premises and the tenant requested an emergency transfer within 90 days (including holidays and weekend days) of when the assault occurred.

Form HUD-5383 *Emergency Transfer Request for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* may be used for making a written request for an emergency transfer.

The HUD Program-Supported Housing Provider may request, in writing, documentation of VAWA violence or abuse. It is at the discretion of the tenant what documentation to provide. The tenant shall have a minimum of 14 days to provide documentation. The HUD Program-Supported Housing Provider is in no way required to request documentation. The following are acceptable forms of documentation:

- Form HUD-5382 *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation*, which asks your name and the perpetrator's name (if known and safe to provide);
- A document signed by a victim service provider, attorney, mental health professional, or medical professional who has helped the tenant address the VAWA violence/abuse. The professional must state "under penalty of perjury" that he/she/they believe in the occurrence of the incident of VAWA violence/abuse and that it is covered by VAWA. Both the tenant and the professional must sign the statement;
- A police, administrative, or court record (such as a protective order) that shows the tenant (or a household member) are a victim of VAWA violence/abuse; or

- If permitted by the HUD Program-Supported Housing Provider, a statement or other evidence provided by the tenant.

Priority for Transfers

Due to the urgent safety risks involved in VAWA violence/abuse, Eligible Persons who qualify for an emergency transfer under VAWA will be given priority over other categories of tenants seeking transfers and individuals seeking placement on waiting lists. These priorities are also noted above under the Emergency Transfer Procedures section.

Confidentiality

If a tenant inquires about or requests any VAWA protections or represents that they or a household member are a victim of VAWA violence/abuse entitled to VAWA protections, the HUD Program-Supported Housing Provider and/or County must keep any information they provide concerning the VAWA violence/abuse, their request for an emergency transfer, and their or a household member's status as a victim strictly confidential. This information should be securely and separately kept from tenant files. All the information provided by or on behalf of the tenant to support an emergency transfer request, including information on the *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* (HUD-5382) and the *Emergency Transfer Request for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* (HUD-5383) (collectively referred to as "Confidential Information") may only be accessed by the HUD Program-Supported Housing Provider and/or County employees or contractors if explicitly authorized by the HUD Program-Supported Housing Provider and/or County for reasons that specifically call for those individuals to have access to that information under applicable Federal, State, or local law.

Confidential information must not be entered into any shared database or disclosed to any other entity or individual, except if:

- Written permission by the victim in a time-limited release;
- Required for use in an eviction proceeding or hearing regarding termination of assistance; or
- Otherwise required by applicable law.

In addition, HUD's VAWA regulations require emergency transfer plans to provide strict confidentiality measures to ensure that the location of the victim's dwelling unit is never disclosed to a person who committed or threatened to commit the VAWA violence/abuse. Accordingly, for tenant-based subsidies provided by HUD Program-Supported Housing, providers must also maintain confidentiality and consider safety risks and concerns in communicating with landlords working with their program.

Emergency Transfer Procedure

The County and HUD Program-Supported Housing Providers cannot specify how long it will take from the time a transfer request is approved until the tenant can be placed in a new, safe unit. HUD Program-Supported Housing Providers will, however, act as quickly as possible to assist a tenant who qualifies for an emergency transfer. If a HUD Program-Supported Housing Provider identifies an available unit and the tenant believes that unit would not be safe, the tenant may request a transfer to a different unit. HUD Program-Supported Housing Providers may be unable to transfer a tenant and their household to a particular unit if the tenant and their household have not established or cannot establish eligibility for that unit.

If HUD Program-Supported Housing Providers do not have any safe and available units for which the

tenant is eligible, HUD Program-Supported Housing Providers will assist the tenant in identifying other covered housing providers who may have safe and available units to which the tenant could move. At the tenant's request, HUD Program-Supported Housing Providers will also assist the tenant in contacting the local organizations offering assistance to victims of VAWA violence/abuse that are referenced in this plan.

Making the Emergency Transfer Plan Available

The County will make this Emergency Transfer Plan available upon request and publicly available as part of the CDC's Policy Manual, which can be found on the County's website:

https://www.dupagecounty.gov/government/departments/community_services/municipalities_and_non-profits/community_development_commission/policy_groups_meetings_and_manual.php

Upon request, reasonable accommodations will be provided to ensure effective communication with individuals with disabilities. This Emergency Transfer Plan and referenced HUD forms will be made available in alternative accessible forms for persons with disabilities, upon request. VAWA forms will also be available in languages outlined in the County's Language Access Plan.

Safety and Security of Tenants

When HUD Program-Supported Housing Providers receives any inquiry or request regarding an emergency transfer, the HUD Program-Supported Housing Provider will encourage the person making the inquiry or request to take all reasonable precautions to be safe, including seeking guidance and assistance from a victim service provider. However, tenants are not required to receive guidance or assistance from a victim service provider. For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.

National Resources

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline by calling 1-800-799-SAFE (7233), via text by texting "START" to 88788, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, the National Domestic Violence Hotline can be accessed through the webpage <https://www.thehotline.org/>, via text by texting "START" to 88788, or by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's (RAINN) National Sexual Assault Hotline at 800-656-HOPE (4673), may text "HOPE" to 64673, or visit the online hotline at <https://rainn.org/help-and-healing/hotline/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime Victim Connect Resource Center by calling or texting 1-855-4VICTIM (855-484-2846) or by visiting the webpage at <https://victimconnect.org/>.

Local Resources

Domestic Violence – Safety Planning, Emergency Shelter, No Contact Orders, etc.

Family Shelter Service of Metropolitan Family Services DuPage

Hotline: 630-469-5650

Sexual Violence – Safety Planning, Advocacy, No Contact Orders, etc.

YWCA Metropolitan Chicago

Hotline: 888-293-2080

Exhibit H
HOME Unit Designations

All HOME units are fixed.

Bedroom Size	# of HOME Units	High HOME or Low HOME	% MFI	PBVs (Yes or No)
Efficiency	3	Low HOME	50%	No
1 BR	4	Low HOME	50%	Yes (2 Units)
2 BR	3	Low HOME	50%	No