

HOME INVESTMENT PARTNERSHIPS AGREEMENT  
BETWEEN THE COUNTY OF DUPAGE AND  
ADDISON HORIZON LIMITED PARTNERSHIP  
PROJECT HM22-01/HM23-01

This AGREEMENT is entered into as of the 11th day of June, 2024, 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 Addison Horizon Limited Partnership, an Illinois Limited Partnership, having a principal place of business at 4200 West Petersen Avenue, Suite 140, Chicago, Illinois, 60646 ("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 July 16, 2021, 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 sixty-two (62) rental units, which includes one manager's unit ("PROPERTY") located at 500 N. Denise Court, Addison, IL 60101; and

WHEREAS, the final said Application for HOME Rental Production funding, dated April 17, 2024 and executed April 18, 2024, 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
  - Exhibit B. Utility Allowances
  - Exhibit C. Proposed Development Budget
  - Exhibit D. Equal Employment Opportunity Certification
  - Exhibit E. Legal Description
  - Exhibit F. HOME Program Year Funding Breakdown
  - Exhibit G. VAWA Lease Addendum
  - Exhibit H. DuPage County Community Development Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.
  - Exhibit I. HOME Program Lease
  - Exhibit J. 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 sixty-two (62) rental units, which includes one manager's unit. Thirty (30) 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 500 N. Denise Court, Addison, IL 60101. 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. The PROJECT contains sixty-two (62) units of rental housing, and thirty (30) units shall be floating 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. Said lease being incorporated into the Agreement as Exhibit I. 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
1-BR	50	2	22	6	28
2-BR	12	3	2	0	2
<b>Totals</b>	62	5 (Includes 1 Manager’s Unit)	24	6	30

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 (“MFI”) 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, 2024 are:

a.

	1-bedroom	2-bedroom
Low HOME Rent	\$1,051	\$1,261
High HOME Rent	\$1,346	\$1,618

- b. If the Low HOME rent unit receives Federal or State project-based rental subsidy and the very low-income family, at or below 50% MFI, pays as a contribution toward rent not more than 30 percent of the family's adjusted income, then the maximum rent (*i.e.*, tenant contribution plus project-based rental subsidy) is the rent allowable under the Federal or State project-based rental subsidy program, in effect from time to time. Should the Low HOME unit no longer receive Federal or State project-based rental subsidy at some future date, said HOME-assisted units shall comply with the current maximum allowable rents for projects funded by the HOME Investment Partnerships Program (HOME) established by HUD and in effect from time to time.
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 HUD Utility Schedule Model (HUSM) methodology 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 HUSM is updated providing new 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 in the current lease for each unit, and, in any event, DEVELOPER must provide tenants of those units not less than thirty (30) 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. Annual Income Calculations: DEVELOPER must initially determine annual income by collecting and examining at least two months of source documentation evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement,

etc.) for the household. Said source documentation must be collected and examined at least every sixth year of the affordability period. For subsequent income determinations during the period of affordability, DEVELOPER may use any 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 a written statement from the household of the amount of the household's annual income and family size, along with a certification that the information is complete, accurate, and source documentation will be provided upon request; or
- c. Obtain a written statement from the administrator of a government program under which the household receives benefits and which examines each year the annual income of the household. The statement must indicate the tenant's family size and state the amount of the household's annual income; or alternatively, the statement must indicate the current dollar limit for very low- or low-income households for the family size of the tenant and state that the tenant's annual income does not exceed this limit.

If a Low HOME unit is assisted by a Federal or State project-based rental subsidy program, the COUNTY will accept the public housing agency, owner, or rental subsidy provider's determination of adjusted income under that program's rules, in accordance with Section II. A. 8. c. above.

B. HOME Repayment: This Project HOME funding will be in the form of a 0.00% percent interest loan. DEVELOPER will be required to make annual payments on this loan in the amount of \$36,000, beginning on the later to occur of repayment of the Bank of America construction loan or July 1, 2027, until the Maturity Date. DEVELOPER will be required to pay the remaining amount of the principal and any interest as a balloon payment at the 40-year anniversary date of the Project completion in HUD's Integrated Disbursement and Information System (IDIS) ("Maturity Date") 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.

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, 30 of the 62 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 the 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 Restriction 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. Building Permit costs associated with the new construction of sixty-two (62) units of rental housing.
    - b. Development hard costs associated with the new construction of sixty-two (62) units of rental housing.
    - c. 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.

- d. 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.
3. COUNTY permits HOME funds to be used to pay the reasonable and necessary related soft costs incurred by the COUNTY for the completion of a Cost Reasonableness Study. The professional services provided to complete the study are required to prove cost reasonableness of the PROJECT. These costs are eligible per 24 CFR 92.206(d).
- 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 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 FIVE MILLION TWO HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$5,250,000.00) 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 Department of Housing and Urban Development of the County's Annual Action Plan, upon receipt of HOME funds from the 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 \$25,816,115. All sources of funds for the PROJECT are anticipated to be:

<b>Funding Source</b>	<b>Amount</b>
Permanent Illinois Housing Development Authority Risk Share Loan	\$2,500,000
Low Income Housing Tax Credits Equity	\$13,648,635
Deferred Developer Fee	\$525,000
DuPage HOME Funds (Development Subsidy)	\$5,250,000
Sponsor Loan (ComEd Grant)	\$270,856
Illinois Housing Development Authority CAHGP Sponsor Loan	\$3,327,124
Green Energy Credits Equity	\$294,500
<b>Total</b>	<b>\$25,816,115</b>

- 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 0.00% interest rate 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). DEVELOPER shall make annual payments of Thirty-Six Thousand and 00/100 Dollars (\$36,000.00) to COUNTY, beginning on the later to occur of repayment of the Bank of America construction loan or July 1, 2027, until the Maturity Date.

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 E.

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.
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.

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. Copies of all notices which are sent to DEVELOPER under the terms of the mortgage shall also be sent to DEVELOPER'S limited partners at the addresses listed within the Mortgage.

- 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. A copy of the Notice to Seller and Voluntary Arm's Length Affidavit letter sent to and executed by the owner(s), also known as seller(s);
  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. Original Certified Payroll for all contractors and subcontractors and additional documentation, if requested, to verify payroll deductions.
  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 four (4) weeks for COUNTY payment approval process after submission and approval by the CDC of all required payment documentation.

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 #HM22-01 / HM23-01 which identifying number 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 grant funds.

<u>Activity</u>	<u>Completion Target Date</u>
Project Closing	07/10/2024
Construction Start	07/24/2024
Construction at 50% Completion	03/31/2025
50% of HOME funds drawn	04/15/2025
Leasing Activities Begin	05/01/2025
Construction at 100% Completion	10/31/2025
100% of HOME funds drawn	12/31/2025
Units Fully Leased	02/01/2026

- B. DEVELOPER shall complete expenditure of HOME Funds pursuant to the PROJECT by December 31, 2025. 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 October 31, 2025, 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; and after November 30, 2025, 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

- A. The Project will be conducted and administered in compliance with applicable 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).
  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 when published for effect.
- 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).

- C. The DEVELOPER shall comply with the Federal Labor Standards and Federal Davis Bacon Prevailing Wage Rates, including assisting COUNTY with employee interviews of the contractor and/or subcontractors at the job site, as necessary.
- D. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11738 relating to the prevention, control and abatement of water pollution.
- E. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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, and the implementing regulations at 24 CFR Part 42, as modified by Paragraph K of the Federal Register, Volume 73, No. 194. This PROJECT does not require temporary relocation of tenants.
- K. DEVELOPER must complete certifications showing equal employment opportunity compliance in accordance with Executive Order 11246, as set forth in Exhibit D attached hereto

and made a part hereof.

- 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. CDBG funds awarded under the AGREEMENT are subject to the provisions of the Act, 41 U.S.C. 8301 note. While HUD currently has a waiver of the application of the BAP through HUD’s Notice, “General Applicability Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (87 FR 26219), HUD will begin requiring compliance with BAP for all new funds obligated on or after November 14, 2022, unless covered by a subsequent waiver. Under FR-6331-N-06, HUD has proposed phased implementation of the BAP.

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, and costs. 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. 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 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) shall be followed, to the extent applicable to the PROJECT.
- S. 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.).
- T. 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.

U. 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).

- V. 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 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.
- W. 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. If a household occupying 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 household receiving HOME tenant-based rental assistance separates due to domestic violence, dating violence, sexual assault, or stalking, the remaining tenant(s) will retain the HOME tenant-based rental assistance.
      - 2. 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.

- 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 G, 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 or utilize the DuPage County Community Development Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, attached to this Agreement as Exhibit H.

#### VII. COUNTY'S OBLIGATION TO PROSECUTE AGREEMENT

- A. COUNTY shall forthwith 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 five (5) 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 § 200.339.
- 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:

\_\_\_\_\_  
Deborah A. Conroy,  
Chair DuPage County Board

DATE:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek,  
DuPage County Clerk

DEVELOPER:

Addison Horizon Limited Partnership, an Illinois Limited Partnership

ADDRESS:

4200 W. Peterson Avenue  
Chicago, IL 60646

BY:

Addison Horizon, Inc.  
Its General Partner

\_\_\_\_\_  
Steven Stivers  
Vice President

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](http://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**

**1-Bedroom Utility Allowances Breakdown:**

**Allowances for Tenant-Furnished Utilities and Other Services**

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

Locality ZIP60101 - Addison, IL		Green Discount Energy Star	Unit Type Larger Apartment Building (5+ units)				Date 05/01/2024
Utility/Service		Monthly Dollar Allowances					
Utility/Service	Utility/Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric Resistance	\$19	\$22	\$30	\$38	\$46	\$53
	Electric Heat Pump	\$30	\$33	\$37	\$40	\$43	\$45
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a
Cooking	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric	\$4	\$5	\$7	\$10	\$12	\$14
	Other	n/a	n/a	n/a	n/a	n/a	n/a
Other Electric		\$16	\$19	\$26	\$34	\$41	\$49
Air Conditioning		\$3	\$4	\$6	\$7	\$9	\$10
Water Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric	\$11	\$13	\$17	\$20	\$24	\$28
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a
Water		n/a	n/a	n/a	n/a	n/a	n/a
Sewer		n/a	n/a	n/a	n/a	n/a	n/a
Trash Collection		n/a	n/a	n/a	n/a	n/a	n/a
Range/Microwave		n/a	n/a	n/a	n/a	n/a	n/a
Refrigerator		n/a	n/a	n/a	n/a	n/a	n/a
Other – specify		n/a	n/a	n/a	n/a	n/a	n/a
<b>Projected Family Allowances</b> (To be used to compute specific family allowances)		Utility/Service				Cost/Month	
		Space Heating		Electric Heat Pump		\$33	
Family Name		Cooking		Electric		\$5	
		Other Electric		Electric		\$19	
		Air Conditioning		Electric		\$4	
Unit Address		Water Heating		Not applicable		\$0	
		Water		Not applicable		\$0	
		Sewer		Not applicable		\$0	
		Trash Collection		Not applicable		\$0	
Number of Bedrooms		Range/Microwave		Not applicable		\$0	
1		Refrigerator		Not applicable		\$0	
		Other		Not applicable		\$0	
		<b>Total</b>				<b>\$61</b>	

## 2-Bedroom Utility Allowances Breakdown:

### Allowances for Tenant-Furnished Utilities and Other Services

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

Locality ZIP60101 - Addison, IL			Green Discount Energy Star	Unit Type Larger Apartment Building (5+ units)			Date 05/01/2024
Utility/Service		Monthly Dollar Allowances					
Utility/Service	Utility/Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric Resistance	\$19	\$22	\$30	\$38	\$46	\$53
	Electric Heat Pump	\$30	\$33	\$37	\$40	\$43	\$45
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a
Cooking	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric	\$4	\$5	\$7	\$10	\$12	\$14
	Other	n/a	n/a	n/a	n/a	n/a	n/a
Other Electric		\$16	\$19	\$26	\$34	\$41	\$49
Air Conditioning		\$3	\$4	\$6	\$7	\$9	\$10
Water Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric	\$11	\$13	\$17	\$20	\$24	\$28
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a
Water		n/a	n/a	n/a	n/a	n/a	n/a
Sewer		n/a	n/a	n/a	n/a	n/a	n/a
Trash Collection		n/a	n/a	n/a	n/a	n/a	n/a
Range/Microwave		n/a	n/a	n/a	n/a	n/a	n/a
Refrigerator		n/a	n/a	n/a	n/a	n/a	n/a
Other – specify		n/a	n/a	n/a	n/a	n/a	n/a
<b>Projected Family Allowances</b> (To be used to compute specific family allowances)			Utility/Service				Cost/Month
			Space Heating				\$37
Family Name			Cooking		Electric		\$7
			Other Electric		Electric		\$26
			Air Conditioning		Electric		\$6
Unit Address			Water Heating		Not applicable		\$0
			Water		Not applicable		\$0
			Sewer		Not applicable		\$0
			Trash Collection		Not applicable		\$0
Number of Bedrooms			Range/Microwave		Not applicable		\$0
2			Refrigerator		Not applicable		\$0
			Other		Not applicable		\$0
			<b>Total</b>				<b>\$76</b>

# EXHIBIT C PROPOSED PROJECT DEVELOPMENT BUDGET

DU PAGE COUNTY DEVELOPMENT BUDGET (Uses)					
Project: Addison Horizon Senior Living		Developer: Aiden Foundation			
Project Number: HM22-02/HM23-01					
ACQUISITION	TOTAL	Per Unit	Per SF	% TDC	
Land	\$1,200,000	\$19,355			
Building		\$0			
Holding Costs		\$0			
Other:		\$0			
Other:		\$0			
Total Acquisition:	\$1,200,000	\$19,355	\$18.13	4.6%	
HARD COSTS (complete sheet #7)					
General Cond., Overhead & Profit	\$2,207,702	\$35,608			
Construction Hard Costs	\$15,769,298	\$254,344			
Building Permit & Other Local Fees	\$400,000	\$6,452			
Performance & Payment Bonds	\$137,812	\$2,223			
FF&E	\$450,000	\$7,258			
Total Construction:	\$18,964,812	\$305,884	\$286.48	73.5%	
CONTINGENCY	\$798,465	\$12,878	1206.1%	3.1%	
SOFT COSTS					
Architect: Design	\$570,000	\$9,194			
Architect: Supervision	\$15,000	\$242			
Civil Engineering	\$60,000	\$968			
Green Certification Fees	\$65,000	\$1,048			
Legal	\$135,000	\$2,177			
Accounting/Cost Certification	\$40,000	\$645			
Survey	\$35,000	\$565			
Appraisal	\$20,000	\$323			
Environmental Report	\$22,000	\$355			
Soil Tests	\$20,000	\$323			
Market Study	\$15,000	\$242			
3rd Party Cost Estimate	\$0	\$0			
Title & Recording	\$40,000	\$645			
Marketing	\$125,000	\$2,016			
zoning legal and municipal charges/fees	\$72,000	\$1,161			
lenders plan review and inspections	\$27,000	\$435			
Total Soft Costs:	\$1,261,000	\$20,339	\$19.05	4.9%	
PERMANENT FINANCING					
Application Fees	\$15,500	\$250			
LIHTC Fees	\$150,000	\$2,419			
Working Capital/Latent Defects LOC Fee		\$0			
Origination Fees	\$35,000	\$565			
Financing Legal Fees	\$115,000	\$1,855			
Lender's Inspecting Architect		\$0			
Bond Insurance Fees		\$0			
Credit Enhancement Fee		\$0			
Bank Escrow Fee		\$0			
Rating Agency Fee		\$0			
public improvement LoC fee	\$25,000	\$403			
Construction Cost Review by IHDA	\$15,000	\$242			
Total Permanent Financing:	\$355,500	\$5,734	\$5.37	1.4%	
INTERIM FINANCING					
Construction/Bridge Loan Interest	\$1,053,876	\$16,998			
MIP/Credit Enhancement during construction		\$0			
Servicing Fees during construction		\$0			
Real Estate Taxes during construction	\$20,000	\$323			
Insurance during construction	\$123,523	\$1,992			
Bridge Loan Costs + Interim Fees	\$98,647	\$1,591			
Total Interim Financing:	\$1,296,046	\$20,904	\$19.58	5.0%	
SYNDICATION					
Syndication Legal		\$0			
Partnership organizational expense		\$0			
Other:		\$0			
Total Syndication:	\$0	\$0	\$0.00	0.0%	
RESERVES					
Real Estate Tax Reserve	\$42,943	\$693			
Insurance Reserve	\$26,040	\$420			
Capital Replacement Reserve	\$46,500	\$750			
Initial Rent-up Reserve		\$0			
Operating Reserve	\$218,240	\$3,520			
Debt Service Reserve	\$106,569	\$1,719			
Other:		\$0			
Other:		\$0			
Other:		\$0			
Total Reserves:	\$440,292	\$7,101	\$6.65	1.7%	
DEVELOPER FEE	\$1,500,000	\$24,194	\$22.66	5.8%	
TOTAL DEVELOPMENT COSTS (TDC):	\$25,816,115	\$416,389	\$389.97	100.0%	

## EXHIBIT D

### EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

#### HOME Investment Partnerships County of DuPage

The undersigned understands and agrees that it is a DEVELOPER of a Project funded in part by the HOME Investment Partnerships Program of the County of DuPage. The undersigned also agrees there shall be no discrimination against any employee who is employed in carrying out work from the assistance received from the County of DuPage and the Department of Housing and Urban Development, or against any applicant for such employment, because of race, color, religion, sex, age or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

DEVELOPER further agrees to the following:

1. It will incorporate or cause to be incorporated into any grant contract, loan, grant insurance or guarantee involving federally assisted construction work, or modification thereof, which is paid for in whole or in part with funds obtained from the HOME Investment Partnerships Program, the language contained in HUD Equal Employment Opportunity Regulations at 42 CFR 130.15(b), in Executive Order 11246, as amended by Executive Orders 11375 and 12006, and implementing regulations issued in 41 CFR Chapter 60.
2. It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any HOME Investment Partnerships Program construction.
3. It will assist and cooperate actively with the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor.
4. It will furnish the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor such information as they may require for the supervision of such compliance, and will otherwise assist the County of DuPage and the Department of Housing and Urban Development in the discharge of primary responsibility for securing compliance.
5. It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from or who has not demonstrated eligibility for government contracts and federally assisted construction contracts pursuant to the Executive Order.
6. It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County of DuPage or the Department of Housing and Urban Development.
7. In the event that DEVELOPER fails or refuses to comply with the undertaking, the County of DuPage,

or the Department of Housing and Urban Development may take any or all of the following actions: cancel, terminate or suspend in whole or in part this grant, refrain from extending any further assistance to DEVELOPER until satisfactory assurance of future compliance has been received; and refer the case to the Department of Housing and Urban Development for appropriate legal proceedings.

DEVELOPER: Addison Horizon Limited Partnership, an Illinois Limited Partnership

ADDRESS: 4200 W. Peterson Avenue  
Chicago, IL 60646

BY: Addison Horizon, Inc.  
It's General Partner

DATE: 

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Steven Stivers  
Vice President  

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ATTEST: 

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Signature

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Printed Name

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Title  

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EXHIBIT E

LEGAL DESCRIPTION

**Parcel Index Numbers:**

03-21-311-043

Affects: Lot 2 of Parcel 1

03-21-311-044

Affects: Lot 1 of Parcel 1

03-28-102-029

Affects: Easement Parcel 2 and 4 and other property

03-21-311-042

Affects: Easement Parcel 3 and other property

**Commonly Known As:** 500 N. Denise Court, Addison, IL 60101

**LEGAL DESCRIPTION:**

PARCEL 1:

LOTS 1 AND 2 IN GREEN MEADOWS RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 21, 2013 AS DOCUMENT NUMBER R2013-090491, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

PERMANENT, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF PARCEL 1 OVER THE PRIVATE ROAD KNOWN AS GREEN MEADOW DRIVE AS ESTABLISHED BY PLAT OF GREEN MEADOWS RESUBDIVISION RECORDED JUNE 21, 2013 AS DOCUMENT NUMBER R2013-090491, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

PERMANENT, NON-EXCLUSIVE EASEMENT FOR ACCESS AND DEVELOPMENT OF STORMWATER MANAGEMENT IN FAVOR OF PARCEL 1 OVER A PORTION OF LOT 3 IN GREEN MEADOWS RESUBDIVISION AS ESTABLISHED BY PLAT OF GREEN MEADOWS RESUBDIVISION RECORDED JUNE 21, 2013 AS DOCUMENT NUMBER R2013-090491, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4:

PERMANENT, NON-EXCLUSIVE EASEMENT FOR ACCESS AND FOR INGRESS AND EGRESS TO, FROM AND OVER THE PORTION OF THE PROPERTY FOR A SIDEWALK EASEMENT AND SHOWN AS SIDEWALK EASEMENT ON EXHIBIT D CONTAINED IN EASEMENT AND MAINTENANCE AGREEMENT FOR GREEN MEADOW ROAD RECORDED \_\_\_\_\_, 2024 AS DOCUMENT NUMBER ~\_\_\_\_\_ IN DUPAGE COUNTY, ILLINOIS.

Exhibit F  
HOME Action Plan Program Year Breakdown

Project Number	Program Year	Funding Amount
HM22-01	2022	\$3,221,112
HM23-01	2023	\$2,028,888

Exhibit G  
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 H  
DUPAGE COUNTY COMMUNITY DEVELOPMENT COMMISSION  
Emergency Transfer Plan for Victims of  
Domestic Violence, Dating Violence, Sexual Assault, or Stalking

EMERGENCY TRANSFER PLAN FOR VICTIMS  
OF DOMESTIC VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING

DuPage County  
Community Development Commission  
November 2018

**DUPAGE COUNTY COMMUNITY DEVELOPMENT COMMISSION**

**Emergency Transfer Plan for Victims of  
Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

**Emergency Transfers**

DuPage County Community Development Commission (CDC) and its subrecipients are concerned about the safety of tenants residing in ESG and HOME-assisted units, 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 (VAWA),<sup>1</sup> tenants in both ESG and HOME-assisted units who are victims of domestic violence, dating violence, sexual assault, or stalking can request an emergency transfer from their current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The ability of DuPage County and its subrecipients to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

*NOTE: DuPage County funds unit-based and voucher-based projects and does not own or maintain an inventory of dwelling units. DuPage County and its subrecipients cannot guarantee dwelling units will be available to offer tenants for temporary or permanent occupancy.*

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 to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that DuPage County Community Development Commission is compliant with VAWA.

**Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if:

1. The tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit.
2. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

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<sup>1</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

### **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall submit a written request to:

1. Subrecipient agency (Emergency Solutions Grant/Tenant-Based Rental Assistance); **OR**
2. Property management office, landlord, etc. (HOME-assisted units, non-TBRA)

The subrecipient will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the housing providers' program; **OR**
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

### **Confidentiality**

Both DuPage County and its subrecipients will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives express written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant.<sup>3</sup>

### **Emergency Transfer Timing and Availability**

DuPage County and its subrecipients cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. DuPage County's subrecipients will, however, 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. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. *DuPage County's subrecipients may be unable to transfer a tenant to a unit if the tenant has not or cannot establish eligibility for that unit.*

If DuPage County's subrecipient has no safe and available units for which a tenant who needs an emergency transfer is eligible, DuPage County's subrecipient will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, DuPage County's subrecipient will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

<sup>3</sup> See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about Housing Provider's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### **National Resources**

Tenants who are, or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are, or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

### **Local Resources**

Domestic Violence – Safety Planning, Emergency Shelter, No Contact Orders, etc.  
Family Shelter Service  
**Hotline:** 630-469-5650

Sexual Violence – Safety Planning, Advocacy, No Contact Orders, etc.  
YWCA Metropolitan Chicago  
**Hotline:** 630-971-3927

### **Attachment:**

1. DuPage County Community Development Commission's VAWA Policy

Exhibit I  
HOME Program Lease

**APARTMENT LEASE - HOME PROGRAM**

<b>Lease Summary</b>			
<b>Date of Preparation</b> (INSERT DATE)	<b>*Term of Lease</b> (INSERT TERM) *Not less than 30 days	<b>Monthly Payment to Owner</b>  <b>Rent \$:</b> _____  <b>Parking \$:</b> _____  <b>Other \$</b> (Specify) _____ Total \$ _____ Tenant Total \$ _____ 3 <sup>rd</sup> Party Total \$ _____	<b>Security Deposit</b>  \$ _____  <b>Other Deposits</b>  for: _____ \$ _____ for: _____ \$ _____
<b>Resident</b>  Name: _____ Unit: _____ Building: Addison Horizon Address: 500 NORTH DENISE COURT Addison, IL 60101		<b>Owner</b>  Alden Realty Services As Agent for: Addison Horizon Limited Partnership 4200 W. Peterson Avenue Chicago, IL 60646	
<b>Development:</b> Addison Horizon <b>Attachments:</b> (if none, write none) _____ <b>The following are all part of this lease:</b> Section 42 Rider, Non-Smoking Rider, Accessibility Addendum, Pet, Violence Against Women, HOME Investment Partnerships Program Lease Requirements, Asset Certification, Student Status Affidavit, Non- Employment Affidavit, Drug Free Rider, Tenant Income Certification or "TIC"		<b>Other Occupants:</b>  _____  _____	
For each Occupant other than Resident, indicate that person's name and relationship to Resident			

**THIS LEASE SUMMARY IS A PART OF THIS LEASE.**

1. **Lease.** Owner leases to Resident the parking space, if any, and the Unit in the Building identified in the Lease Summary for the term as set forth therein in accordance with the provisions and conditions set

forth herein.

2. **Rent.** Resident shall pay Owner at Owner's address as identified above, or at such place as may be designated by the Owner, in advance by the first day of each month the total monthly payment as set forth above, and additional payments and rental surcharges as provided for in this Lease. Rents are subject to HOME Program rent restrictions.
3. **Utility Services.** A) Owner agrees to provide the following utilities and services at no additional cost to Resident:
  - **Hot Water and scavenger**
    - Owner will not be responsible for failure to furnish such services and utilities by reason of any cause beyond Owner's control.

B) Resident shall furnish the following utilities and services at Resident's own expense:

- **Electric, Gas, Cable TV, and Phone**

○ Utility allowance for these utilities: **Electric \$      ; Gas \$      ; Total \$**

This development was financed with U.S. Department of Housing and Urban Development (HUD) HOME funding and IRS Section 42 tax credit, both of which have tenant income and rent limitations. The utility allowance above is provided by the HUD Utility Schedule Model (HUSM) and is used solely for the purpose of determining the maximum rent Owner is allowed to charge. It is not indicative of the actual monthly utility costs that will be incurred by the Tenant, who will be billed directly by the utility companies based on his or her personal usage.

4. **Security Deposit.** Resident has deposited with Owner a security deposit in the amount shown in the Lease Summary to secure performance of every agreement and covenant of Resident in this Lease. Owner may apply the deposit toward reimbursement for any costs incurred by Owner due to Resident's violation of this Lease, excluding nonpayment of rent. The Owner may only apply the deposit toward nonpayment of rent after the tenant vacates the unit. In the event the deposit is applied for such reimbursement, Resident shall provide Owner with such additional amount as is required to replace the amount applied within 10 days after notice by Owner. However, Resident's liability for breaches of this Lease is not limited to the amount of Resident's security deposit.

Residents are obligated to pay rent for the term of the Lease and the security deposit is not to be used as the final month's rent. Resident's failure to pay rent, even if a security deposit will satisfy all amounts due, constitutes a default by Resident. Owner shall make annual payment to Resident of any interest on the security deposit as provided by law.

Owner shall inspect the Unit after Resident has permanently vacated the Unit.

Owner shall permit the Resident to be present during the inspection if the Resident so requests in writing prior to the time Resident permanently vacates the Unit. Owner shall mail or transmit to Resident a written, itemized statement of needed repairs, including the costs and repairs already made by Owner, except for those arising from ordinary wear and tear for which Resident is not responsible. Within forty-five (45) days (City of Chicago) or sixty (60) days (outside City of Chicago) after Resident vacates the Unit, Owner shall return to Resident his/her security deposit with interest as is required by law, less any deductions Owner is entitled to make. However, deductions for repairs shall be made only for those needed repairs mentioned in this paragraph for which there is a receipt or other written evidence of the

costs. Photocopies of the receipts or other written evidence of the costs shall be sent to Resident as provided by law.

It is the responsibility of the Resident to immediately advise Owner in writing of Resident's new mailing address. In the event more than one Resident executes the Lease, the Owner may forward the amount of the refunded security deposit to the forwarding address submitted. There will be one check issued made payable to all leaseholders and it shall be the responsibility of the leaseholders to apportion the refunded security deposit.

5. **Fixtures.** All cabinets, window fixtures, plumbing fixtures, electrical fixtures, and appliances in the Unit on the date the Lease is executed by Owner are part of the Unit and leased at no extra charge to Resident. Owner agrees to provide the additional services specified in the Lease Summary (if any) at the monthly cost to Resident shown in the Lease Summary.
6. **Storage.** If storage containers are available at the Development Property, Resident shall cause them to be closed, secured, and appropriately identified by tagging or other means and at the sole risk of Resident. Resident recognizes that Owner may require, in accordance with its rules and regulations, storage containers or sufficient identification for handling for all articles placed in storerooms. If any representative of Owner shall, at the request of Resident or members of Resident's household, move, handle or store any of Resident's articles in said storerooms or remove any of same, then and in such case, such representative shall be deemed the agent of Resident. Consequently, the Owner shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith. Resident shall not store flammable materials, liquids, or any other items that would create a danger to other people, to the building or be in violation of the applicable municipal code(s).
7. **Lease Application.** The application for this Lease and all representations contained therein are made a part of this Lease and Resident warrants that the information given by Resident in the application is true. Any material misrepresentations made by Resident in the application shall constitute a material non-compliance with the terms of the Lease and shall be a basis for the Owner to terminate this Lease as set forth in Section 41 of this Lease.
8. **Family Certification and Rental Surcharges.** Resident agrees that income, family composition and other eligibility requirements shall be deemed substantial and material in determining the obligations of Resident's tenancy with respect to the amount of rent due under the Lease and Resident's right of initial occupancy.

Resident agrees that a re-certification of income, family composition and other eligibility requirements shall be made to Owner at least once every year from the date of this Lease or less frequently upon written approval of Owner; provided, however, that Resident shall be re-certified at any time at Resident's request. Resident agrees that Owner may divulge the information received to the Illinois Housing Development Authority ("IHDA"), DuPage County ("County") and Owner's partners. Resident acknowledges that Owner and IHDA and County have the right to seek verification of all representations made by Resident during re-certification.

The foregoing notwithstanding, Owner and Resident agree that if at the time of re-certification Residents income exceeds the maximum provided under applicable rules and procedures of IHDA or the County, Resident shall be permitted to remain in occupancy only upon payment of a rental surcharge in

accordance with a schedule of surcharges approved from time to time by IHDA or the County. Resident agrees that failure to pay such surcharge shall constitute a material breach of this Lease. Resident shall be permitted to remain in occupancy but at a higher rent amount, as determined by all applicable regulations of the U.S. Department of Housing and Urban Development's HOME program and the IRS Section 42 Low Income Housing Tax Credit.

If Resident fails to provide the required re-certification information and documentation to Owner on or before the date specified by Owner, such failure shall constitute a material breach of the Lease, then Owner may impose penalties, including terminating the Lease and/or increase the monthly payment amount due from Resident as permitted by IHDA and the County. Upon completion of re-certification, Resident shall pay Owner the difference (retroactively) between his/her rent before re-certification and the adjusted rent following re-certification. Owner agrees to meet with Resident, if Resident so requests, to discuss any changes resulting from the re-certification process.

- 9. Rent Adjustment** The total monthly payment including utility charges and allowances required to be made under paragraph 2 of this Lease may be changed during the term of this Lease and Resident agrees to pay any additional amounts if required by IHDA. Owner retains the right to adjust rents, in accordance with HOME rent limits.

Owner shall give Resident forty-five (45) days written notice before any increase in Resident's monthly payment becomes effective. The notice from Owner to Resident shall state the amount of the increase, the new monthly amount Resident is to pay, the effective date of the increase, the reasons for the increase and that Resident may request to meet with Owner to discuss the increase. Owner agrees to meet to discuss the increase with Resident if Resident so requests. Resident may, by giving Owner a thirty-day (30) advance written notice, terminate the Lease prior to the effective date of the increase.

- 10. Use of Apartment - Subletting.** Resident shall personally use and occupy the Unit solely as a private dwelling for herself/ himself and those individuals whose names are set forth in the Lease Summary. Unless with the prior written approval of Owner, Resident shall not sublet or rent the Unit or any part thereof unless Owner is required to permit Resident to sublet by law. Resident shall not permit the Unit or any part thereof to be used by any additional occupant (except for a child new to the family) & shall not transfer or assign this Lease. Failure to comply with these limitations within ten (10) days after written notice by Owner shall be a material noncompliance with the terms of this Lease and shall constitute grounds for Owner at their option to terminate the Lease and repossess the Unit as provided by law.
- 11. Alterations, Additions, Fixtures.** Resident shall not make alterations, additions, or improvements, or install in the Unit or on any part of the Development Property major appliances or devices of any kind, or interior decorations including but not limited to wallpaper, contact paper or any materials, without, in each case, the prior written consent of Owner. All alterations and additions, except fixtures installed by Resident, shall remain as part of the Unit unless Owner elects that Resident shall restore the Unit to its original condition, in which case, Resident shall restore the Unit in its original condition, ordinary wear and tear expected.
- 12. Condition of Unit.** Resident acknowledges that except for work Owner has agreed in writing to perform, the Unit meets with Resident's approval and that Resident is satisfied with the present physical condition of the Unit. Resident agrees to take good care of the Unit, including fixtures, and keep it in a clean and

sanitary condition complying with all laws, and health and safety requirements. Resident agrees not to waste utilities and services furnished by Owner; not to use utilities, services or equipment for any improper or unauthorized purpose; and not to place signs or fences in or about the Unit or Development Property without the prior written consent of Owner. If such consent is obtained, Resident agrees, upon termination of the Lease, at the option of Owner, to remove such signs or fences without damage to the Unit or Development Property.

- 13. Damage to Unit or Development Property.** Resident shall not cause any waste or damage to the Unit, Building or other property of the Development. In the event Resident, a family member of Resident or any other person(s) under the control of Resident, or person permitted to be on the Development Property by Resident causes any damage, Owner may apply Resident's security deposit towards Owner's costs to repair the damage. Upon written notice from Owner, Resident shall immediately remit to Owner an amount equal to the repair expense. The notice from Owner shall be in writing and shall itemize the needed repairs and/or repairs made and the costs. Owner shall then credit the amount received towards Resident's security deposit up to the amount previously deducted from Resident's security deposit with the excess being retained by Owner. The failure of Resident to pay Owner within 10 days after notice from Owner shall be a material noncompliance with the terms of the Lease and shall constitute a basis for the termination of this Lease.
- 14. Prohibited Illegal Activities.** Resident shall not engage in any illegal conduct including, but not limited to, drug related criminal activities, unlawful possession or use of a weapon, and threats or acts of violence, while on or near the Development Property. Furthermore, Resident shall not suffer or permit any member of Resident's family, any person occupying Resident's Unit, any guest of Resident or any other person associated with Resident from engaging in illegal conduct while on or near the Development Property. Nor shall Resident suffer or permit the Unit to be used for, or to facilitate criminal activity, nor permit, suffer or allow the Unit to contain illegal drugs, weapons or stolen property. Resident shall be responsible for the conduct of all persons residing with, or visiting Resident. The failure of Resident to comply with the terms of this paragraph is a material noncompliance with the terms of this Lease and shall constitute a basis to terminate this Lease. Proof of a violation of Lease under this paragraph shall not require a criminal conviction but shall be established by a preponderance of the evidence.
- 15. Additional Resident Obligations, Resident shall:**
- a. Maintain the Unit in the same condition as when initially occupied with the exception of ordinary wear and tear, and maintain the Unit in a decent, safe and sanitary condition. Provide access to Owner for required Annual Comprehensive Decent, Safe and Sanitary Inspections to be conducted, and for reasonable maintenance and extermination.
  - b. Refrain from acts or practices which disturb neighbors including, but not limited to, playing loud music, and having loud parties; or cause any waste or damage to the Unit or Development Property.
  - c. Notify Owner of any condition in the Unit or building that Resident believes to be dangerous to the health or safety of Resident or other Residents.
  - d. Not use or store in the Unit or Building or on the Development Property any flammable

or explosive substances.

- e. Place garbage and refuse inside containers provided by Owner and do not litter the Development Property.
- f. Properly use and operate all appliances, electrical, gas and plumbing fixtures.
- g. Not place in the Unit or on the Development Property any furniture, plants, animals, or any other things that harbor insects, rodents, or other pests.
- h. Not bring into the Unit or onto the Development Property materials that cause a fire hazard or safety hazard and do not comply with the requirements of Owner's fire insurance carrier. Resident shall not undertake or permit his/her family or guests to undertake, any hazardous act(s) or anything that will increase the Owner's insurance premiums on the Development Property.
- i. Use all facilities of the Development for their intended purposes including but not limited to, using parking facilities only for parking of vehicles and not for their repair or maintenance or storage.
- j. Provide for the proper supervision of Resident's children and guests.
- k. Notify Owner of any mechanical systems, appliances, fixtures, doors, windows, or security devices that are broken or not in good working order.
- l. Upon 24-hour notice, allow owner, U. S. Department of Housing & Urban Development (HUD), IHDA or County to inspect Unit to determine if it meets federal, State and County standards, throughout the affordability period, and as applicable thereafter.

**16. Additional Owner Obligations.** Owner shall be responsible for the following duties in addition to those set forth elsewhere, without additional cost to Resident.

- a. Maintaining an exterminating service for the Unit and the Unit's Building that shall include the control of vermin and the elimination of rodents from Units and common areas.
- b. Installing and maintaining functioning locks on all doors leading from the Unit to the outside or to common areas in the building and leading from common areas to the outside.
- c. Maintain the Unit and Development Property in a decent, safe, and sanitary condition in accordance with the standards established by IHDA and the applicable local codes, including in accordance with DuPage County property standards. Conduct comprehensive Decent, Safe, and Sanitary Inspections annually.
- d. Installing and maintaining adequate illumination in the common areas of the Development Property.

- e. Arrange for collection and removal of trash and garbage.
- f. Maintain all equipment and appliances in good working order.
- g. Make necessary repairs with reasonable promptness.

- 17. Resident's Possessions.** Owner is not an insurer of Resident's person or possessions. Resident agrees that all the Resident's property in the Unit or elsewhere on the Development Property shall be at the risk of Resident, and that Resident may carry such insurance, as Resident deems necessary, therefore. Resident further agrees that except for instances of negligence or intentional acts or omissions of Owner, its agents and employees, the Owner, or its agents and employees shall not be liable for any damage to the person or property of Resident or any other person occupying or visiting the Unit or Development.
- 18. Keys and Locks.** The Resident agrees not to install additional or different locks or gates on any doors or windows of the Unit without the written permission of the Owner. If the Owner approves the Resident's request to install such locks the Resident agrees to provide the Owner with a key for each lock. When this Lease ends, the Resident agrees to return all keys to the Unit to the Owner. The Owner may charge the Resident \$25.00 for each key not returned.
- 19. Rules and Regulations.** The rules and regulations given by Owner to Resident on or before the date of preparation of this Lease as stated in the Lease Summary shall be a part of this Lease. Resident covenants and agrees to keep and observe the rules and regulations and any future rules and regulations, as may reasonably be required by Owner for the necessary, proper, and orderly care of the Unit, Building and Development Property. Owner shall publish and send to each Resident, at least thirty-days (30) before said rules and regulations are effective, a copy of such future rules and regulations. Owner shall enforce all rules and regulations given to Resident against all Residents in the Building and on the Development Property. Any and all attachments to this lease, other than standard IHDA riders, have not been prepared or approved, either as to form or content, by the IHDA and the Authority assumes no responsibility for its content.
- 20. Access by Owner.** Owner shall retain duplicate keys to the Unit and Owner or its agents shall have access to the Unit in an emergency. In the absence of an emergency, Owner will enter Resident's unit for inspection or to make necessary repairs or alterations either in the Unit or in the building after giving Resident twenty-four (24) hours written notice. If Resident has not renewed the Lease or has given Owner notice of her/his intent not to renew the Lease, Owner shall have the right, during the last thirty (30) days of the term of the Lease, to show the Unit to prospective residents during the hours of 9:00 A.M. to 7:00 P.M.
- 21. Subordination.** This Lease is subject to all present or future mortgages or deeds of trust affecting the Unit and Resident hereby appoints Owner as Attorney-in-Fact to execute and deliver any and all necessary documents to subordinate this Lease to any present or future mortgages or deeds of trust affecting the Unit.
- 22. Condemnation.** In the event the Unit or the Building or any part hereof is taken by condemnation by the United States, the State of Illinois (the "State") or any other governmental agency or authority, this Lease

shall be terminated at the option of Owner thirty (30) days after written notice to Resident and Resident hereby specifically waives any right to any portion of the award received as damages, except such portion, if any, as relates to relocation of Resident.

- 23. Fires and Casualty.** If the Unit becomes uninhabitable by reason of fire, explosion or other casualty, Resident or Owner may at her/his option terminate this Lease 24 hours after written notice to the other party and rent paid with respect to the period after such termination shall be returned to Resident. However, this paragraph shall not relieve Resident of her/his obligation to pay rent under this Lease if an act or omission for which Resident is responsible caused the Unit to become uninhabitable. In the event the Lease is not terminated, rent shall not accrue until the Unit is repaired so that Resident can occupy the Unit.
- 24. Surrender of Unit.** Upon termination of this Lease, Resident shall return the keys and quit and surrender the Unit, in as good order and condition as it was at the beginning of the term, reasonable wear and tear excepted. Resident shall surrender all appliances in clean condition and good working order, reasonable wear and tear accepted. If the Unit is not so surrendered, Resident shall make good to Owner all damage which Owner suffers by reason thereof, and shall indemnify Owner against all claims made by any succeeding resident against Owner founded upon delay by Owner in delivering possession of the Unit to such succeeding resident, so far as such delay is occasioned by failure of Resident to surrender the Unit and appliances in timely manner or proper condition.
- 25. Holdover Residents.** If Resident fails to surrender possession of the Unit upon termination of this Lease, Resident shall be deemed a "holdover" and for each day Resident continues to occupy the Unit after termination Resident shall pay as damages a sum equal to twice the Total Monthly Payment to Owner divided by thirty (30). The acceptance of the damages pursuant to this paragraph shall not constitute rent nor shall it be a waiver by Owner of any damages under this Lease or of any right of re-entry.
- 26. Abandonment.** If Resident shall abandon the Unit, voluntarily or involuntarily prior to termination, the same may be re-entered by Owner, re-let for such rent and upon such terms, as Owner may deem reasonable. The Resident shall be and remain liable for any deficiency in rent, any expenses incident to such re-letting, as well as any damages that Owner may have sustained by virtue of Resident's use and occupancy of the Unit. For the purpose of this paragraph, a Unit is abandoned when rent has not been paid for at least thirty (30) days after time due and there are not or have not been any visible signs of Resident's occupancy during this period.
- 27. Action by Owner upon Default – Right of Re-Entry.** Except as may be specifically provided herein, should Resident at any time during his/her occupancy of the Unit fail to pay the monthly rent when due, or should Resident violate any of the other terms, provisions or conditions of this Lease, or any rules or regulations now or hereafter adopted by Owner for the Unit, Building or Development Property, Owner shall have the right and option, after providing notice to Resident as provided by law, to terminate the tenancy and re-enter and take possession of the Unit as provided by law.
- 28. Remedies of Owner upon Termination.** In the event this Lease shall be terminated by Owner pursuant to any provision of this Lease other than lapse of time, provided proper notice is given, or as a result of condemnation:
- a. Resident shall pay Owner any rent then due, together with all expenses incurred in

the removal of the property and effects of Resident or other occupants from the Unit.

- b. Owner may re-let the Unit for such rent and upon such terms as Owner may deem reasonable, Resident shall remain liable for any deficiency in rent and Resident shall be liable for all reasonable expenses incurred by Owner in re-letting the Unit.
- c. Owner shall in no event be liable to Resident for failure to re-let the Unit or, in the event that the Unit is re-let, for failure to collect the rent due under such re-letting. Any such failure to collect the rent due under such re-letting shall not release or affect Resident's liability. Owner agrees to make all reasonable efforts to re-let the Unit and collect the rent due under such re-letting.
- d. Owner's rights and remedies under this Lease are cumulative. The use of one or more thereof shall not exclude or waive any other right or remedy under this Lease, at law or in equity.

**29. Opportunity to Cure.** Anything to the contrary herein notwithstanding, if Owner terminates this Lease, Resident shall not be liable for rent for the period after Resident has vacated the premises unless Resident has been given a written notice permitting Resident to cure the default within ten (10) days (except five (5) days for non-payment of rent) after notice is sent to Resident. The notice shall specify the facts concerning the default or breach and shall advise the Resident to respond to Owner if Resident disputes the facts contained in the notice. This paragraph shall not apply if Owner is unable to give written notice to Resident as a result of Resident's vacating the Unit.

**30. No General Waiver, No Election of Remedies.** No waiver of any breach of the covenants, provisions or conditions contained in this Lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof; and if any breach shall occur and afterwards be compromised, settled or adjusted, this Lease shall continue in full force and effect as if no breach had occurred.

**31. Lead-Based Paint.** If the Unit was constructed prior to 1978, Owner is required to provide Resident with the notice required by The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821-4846 and its regulations, 24 C.F.R., part 35; The Residential Lead-Based Paint Hazard Reduction Act of 1992 and its regulations; and any other applicable laws and regulations pertaining to lead-based paint poisoning. The notice is to be given to Resident prior to the signing of the Lease. The notice is to include a statement that the Building may contain lead-based paint, a description of the hazards of lead-based paint, the symptoms and treatment of lead-based paint poisoning and the precautions to be taken to avoid lead-based paint poisoning.

**32. Lease Binding on Heirs, Successors.** To the extent permitted by law, this Lease shall be binding upon, and inure to Owner's and Resident's respective successors, heirs, executors, administrators and, to the extent provided herein, assigns, and the other occupants listed in the Lease Summary.

**33. Plurals.** The words "Owner" and "Resident" herein shall be construed to mean "Owners" and "Residents" in case more than one person constitutes either party to this Lease.

**34. Notices.** All notices shall be either delivered in person to a person over the age of twelve years old or mailed through the United States Postal Service postage prepaid. Notices to Owner shall be signed by

Resident and addressed to Owner at the address for Owner shown in the Lease Summary. Notices to Resident shall be signed by Owner and addressed to Resident at the Unit or a more current address. Notices mailed are deemed received two (2) days after deposit in a United States Postal Service mailbox. Each notice shall fully set forth the effect(s) of such notice under this Lease, the event(s) that gave rise to the issuance of such notice and the provision(s) of this Lease to which notice relates.

**35. IHDA and County Consent.** The printed terms of this form of lease may not be altered without the prior written consent of IHDA and the County.

**36. Partial Invalidity.** The invalidity of any clause, part or provision of this Lease shall not affect the validity of the remaining portions thereof.

**37. Compliance with Federal, State, and Local law.** This Lease shall be governed by the laws of the State and shall be construed in conformity and compliance with all laws, ordinances, rules, regulations and codes of the federal government, the State, and the municipality having jurisdiction over the Development.

**38. Discrimination.** Owner shall not discriminate against Resident in the provision of services, or in any other manner, on the grounds of race, color, creed, religion, sex, age, national origin, handicap, marital, familial status, and military discharge as per State law. For Owner's of developments in the City of Chicago shall not discriminate on additional protected classes of parental status, sexual orientation and lawful sources of income. For Owner's of developments in the County of Cook shall not discriminate on an additional protected class of housing status.

**39. Pets.** Resident is not allowed to keep a pet in the Unit or on the Development Property unless the rules or regulations of the Owner permit pets, or if Resident is permitted to keep a pet in the Unit pursuant to applicable laws. In the event Resident is permitted to keep a pet, and does so elect, Resident shall immediately notify Owner in writing as to the type of pet being kept by Resident. The Resident shall not allow the pet to injure or disturb other persons in the building or on the Development Property, and Resident shall take all steps reasonably necessary to prevent the pet from causing any damage to the Unit or other Development Property.

The Owner has the right to establish rules and regulations governing the keeping of pets and shall promptly advise Resident of such rules and regulations. Resident agrees to act in compliance with the rules and regulations of Owner pertaining to the keeping of pets. The Owner may require the Resident to pay an additional sum, to be included in Resident's security deposit, which is reasonable in relation to the potential damage that may be caused by the pet. Resident shall promptly pay the additional sum upon written notice from Owner. In no event shall the additional amount to be deposited as part of the security deposit due to the keeping of a pet exceed \$300.00.

**40. Attorney Fees.** In the event either party to this Lease initiates litigation in order to enforce the terms of this Lease, the successful party shall be entitled to collect from the other party its reasonable attorney's fees, court costs and other costs incurred by the successful party as a result of the litigation.

**41. Termination of Tenancy.**

- a. To terminate this Lease at the end of a lease term, the Resident must give the Owner thirty days (30) written notice before moving from the Unit.

- b. Any termination of this Lease by the Owner must be carried out in accordance with federal, State and local laws, and the terms of this Lease. The Owner may terminate this Lease only for:
  - i. The Resident's substantial breach of or material noncompliance with the terms of this Lease.
  - ii. The Resident's material failure to carry out obligations under any State or local Landlord Tenant and; or
  - iii. Other good cause, which includes but is not limited to the Resident's refusal to accept the Owner's proposed changes to this Lease. Terminations for "other good cause" may only be effective as of the end of any initial or successive term. "Other good cause" shall include but not be limited to Resident's breach of the terms of this Lease if such breach is not a substantial breach or a material non-compliance with the terms of this Lease; or is not a material failure to carry out obligations under any State or local Landlord-Tenant Act.
- c. If the Owner proposes to terminate this Lease, the Owner agrees to give the Resident thirty-day (30) written notice of the proposed termination. Notices of proposed termination must be given in accordance with any time frames set forth in any applicable federal, State and local laws. In the event of a conflict between the notice provisions of the Section 42 Rider and the HOME Investment Partnerships Program Lease Requirements Addendum, for residents living in the 30 designated HOME units, the HOME Investment Partnerships Program Requirements Addendum will control.
- d. A substantial breach of or material noncompliance with this Lease includes, but is not limited to nonpayment of rent beyond any grace period available under State law; failure to reimburse the Owner within 30 days for repairs made under paragraph 13 of this Lease; repeated late payment of rent; permitting unauthorized persons to live in the Unit; serious or repeated damage to the Unit or Development Property; creation of physical or other hazards; serious or repeated violations of the Lease that disrupt the livability of the Building, adversely affect the health or safety of any person or have an adverse financial impact upon the Building or Owner, interfere with the management of the Building or interfere with the rights and quiet enjoyment of other residents; knowingly giving the Owner false information regarding income or other factors considered in determining the Resident's rent; failure of the Resident to timely supply all required information on income, family composition, and other eligibility factors of the Resident household, including failure to meet the disclosure and verification requirements for social security numbers and failure to sign and submit wage and claim consent forms.

**42. Changes in Rental Agreement.** The Owner may, with the prior approval of IHDA and the County, change the terms and conditions of this Lease. Any changes will become effective only at the end of the initial term or a successive term. The Owner must notify the Resident of any change and must offer the Resident a new Lease or an amendment to the existing Lease. The Resident must receive the notice at least sixty days (60) before the proposed effective date of the change. The Resident may accept the changed terms and conditions by signing the new Lease or the amendment to the existing Lease and returning it to the Owner. The Resident may reject the changed terms and conditions by giving the Owner written notice that he/she intends to terminate the tenancy. The Resident must give such notice at least thirty days (30) before the proposed change will go into effect. If the Resident does not accept the

changes or amendment to the Lease, the Owner may require the Resident to move from the Unit as provided in the existing Lease.

- 43. Penalties for Submitting False Information.** If the Resident deliberately submits false information regarding income, family composition or other data on which the Resident's eligibility or rent is determined, the Owner may, with IHDA approval, require the Resident to pay the market rent for as long as the Resident remains in the Unit.
- 44. Contents of this Lease.** This Lease and its Attachments make up the entire agreement between the Resident and the Owner regarding the regulations associated with the leasing and occupancy of the Unit.
- 45. Charges for Late Payments and Returned Checks.** If the Resident does not pay the full amount of the rent by the end of the 5th day of the month, the Owner may collect a fee of no more than \$25.00 per month as additional rent or such amount as established by local laws, if any, whichever is greater. Further, the Owner may elect to collect a fee of \$25.00 as additional rent for any dishonored payment.
- 46. Owner/Resident Compliance.** Owner and Resident agree to fully cooperate and comply with any applicable rules, regulations or directives issued by IHDA.
- 47. Owner's Authorized Agent.** A duly appointed management company or property manager may act in behalf of Owner in enforcing the terms of this Lease.
- 48. Definitions:**

UNIT: Shall mean the Unit to be occupied by Resident pursuant to this Lease.

BUILDING: Shall mean the Building that contains the Unit to be occupied by Resident pursuant to this Lease.

DEVELOPMENT PROPERTY: Shall mean the real and personal property owned by Owner, including the Unit and Building Resident resides in, which are a part of this Development.

DEVELOPMENT: Shall include the real and personal property of Owner and all aspects of the maintenance, management and operation of said property that pertain to the Unit to be occupied by Resident and adjoining property which comprises the entire housing project owned by Owner.

RESIDENT: Shall mean the person or persons lawfully entitled to occupy the Unit under the terms of this Lease.

OWNER: Shall mean the owner of the real and personal property of the Development including the beneficiaries of any land trust holding legal title to the Development.

**OWNER:**

**BY:** \_\_\_\_\_  
**Property Manager for Addison Horizon**

**DATE:** \_\_\_\_\_

**RESIDENT:**

**BY:** \_\_\_\_\_ **BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Exhibit J  
HOME Unit Designations

All HOME units are floating.

<b>Bedroom Size</b>	<b># of HOME Units</b>	<b>High HOME or Low HOME</b>	<b>% MFI</b>	<b>PBV's (Yes or No)</b>
1 BR	6	Low HOME	50%	Yes
1 BR	22	High HOME	60% (initial then up to 80%)	No
2 BR	2	High HOME	60% (initial then up to 80%)	No