

# VILLAGE OF OAK PARK

## SMALL RENTAL REHABILITATION LOAN PROGRAM COMMITMENT AND AGREEMENT SRP-039

**THIS AGREEMENT** entered into this 16<sup>th</sup> day of September, 2016 by and between the Village of Oak Park, a Municipal Corporation (the "Village") and Carol Melville, Kelly Taylor, and Michelle Taylor ("Owners") as owners of 1110 South Austin Boulevard, a multiple family dwelling containing 4 units within the Village of Oak Park ("Property").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto do mutually agree as follows:

1. The Owners have made an application to the Village for a Small Rental Rehabilitation loan in the amount of \$20,000, to be used for certain improvements to the Property located at 1110 South Austin Boulevard, Oak Park, County of Cook, State of Illinois, which rental property is legally described as:

LOT 12 (EXCEPT THE EAST 7 FEET THEREOF) AND THE NORTH 12 ½ FEET OF LOT 13 (EXCEPT THE EAST 7 FEET THEREOF) IN BLOCK 16, IN AUSTIN PARK, A SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-17-331-021-0000

Improvements: Specifications on file in the Neighborhood Services Division.

2. The Village is desirous of making a rehabilitation loan to the Owners for the construction of the improvements. The Village will place a lien in the form of a Mortgage against all assisted properties for the amount of Community Development Block Grant ("CDBG") loan funds provided to the Property Owners. The Property Owners must abide by all terms of the Mortgage and this Agreement (the Agreement), for two (2) years, known as the Affordability Period. The Affordability Period starts upon the date of final payment of the CDBG contract amount to the Contractor. The final mortgage/lien amount will include all rehabilitation costs (including the incremental increase in costs associated with lead based paint, if applicable and related items) and all soft costs charged to the project. The mortgage will bear no interest and the lien in the full amount of CDBG assistance provided will be discharged if the owners

satisfy all terms and conditions of the Mortgage and this Agreement for the full length of the Affordability Period. If the Owners do not satisfy the terms and conditions of the Mortgage and this Agreement during the Affordability Period, the Owners will be required to repay the entire lien amount with 12% required interest.

3. If the property is sold prior to the end of the Affordability Period, the lien with the required 12% interest must be repaid to the Village of Oak Park. The Village may waive this requirement if the new Property Owners agree to continue to abide by the terms of this Agreement for the remainder of the Affordability Period. This arrangement must be agreed upon in writing by all interested parties prior to the sale of the property.
4. If there is a change in use of the acquired real estate within two (2) years of the expenditure of CDBG funds on the project, if the new use does not meet the project eligibility and national objective requirements of the U.S. Department of Housing and Urban Development's CDBG program Code of Federal Regulations Title 24, Part 570, the lien with the required 12% interest must be repaid to the Village of Oak Park immediately.
5. The Village will agree to subordinate its mortgage only for refinancing of debt from existing mortgages for rate and/or term improvement. The Village will only agree to subordinate its mortgage if the new mortgage does not include any new debt, with the exception of closing costs and fees. Subordinations must be approved by the Village Board of Trustees.
6. During the term of the affordability period described above, the Property Owners agree that 3 unit(s) will be rented to tenants with household income at or below 80% of the Area Median Income for Cook County published by HUD. Property Owners must provide each Tenant Household a copy of the appropriate EPA/HUD lead paint booklet prior to the Tenant signing a lease. The Tenant must sign an acknowledgement letter indicating that they have received the booklet.
7. The maximum contract rent charged for income restricted units cannot exceed the most current Fair Market Rent limits published by HUD for the Chicago-Naperville-Joliet, IL area depending on the income level of the applicant. This applies to units with tenants in place at the time of rehabilitation and for vacant or newly created units at the time of initial occupancy. Property Owners and their immediate families are not

eligible to rent the restricted units.

8. If rents charged by the Owners prior to the submission of the application were less than maximum allowable rents under the program, the Owners may not increase rents on occupied units, regardless of Tenant Household income, from the pre-rehab rent for a minimum of one year after rehabilitation has been completed.
9. The Property Owners must submit all Village of Oak Park/HUD required documentation, along with a copy of the lease, to the Neighborhood Services Division for review at least 5 days prior to entering into a lease agreement with a prospective Tenant Household. This applies only at initial occupancy of units that are newly created or for existing units that were vacant at the time of rehabilitation.
10. A Property Owners must make reasonable accommodations in rules, policies, practices, or services when accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy residential real property. The Property Owners shall not refuse to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by the person with a disability, if that modification may be necessary to afford that person full enjoyment of the premises. Reasonable modifications may include things such as handrails and modified countertops. The person with the disability may be required to return the premises to its original condition upon vacating the premises.
11. During the affordability period, property owners are required to make a good faith effort to affirmatively market the units in their building with the cooperation and assistance of the Village of Oak Park and its designated Marketing Agent, the Oak Park Regional Housing Center. The Village shall promptly provide its agent with an executed copy of the Agreement. Property Owners are required to list all vacancies with the Village's Marketing Agent. The Village's Marketing Agent will waive all fees to the building owners for their marketing services. The Owners will remain responsible for credit checks, security deposit procedures, and the final determination of renting to all tenants. All tenant applications will be taken and processed in the order in which they are received consistent with Federal, State and Local Fair Housing Laws. Any Fair Housing Complaints will be referred to the Housing and CDBG Programs Manager and the Director of Community Relations.

12. The Village agrees to save and hold harmless, protect and defend the Owners, its employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owners or its agents in approving or carrying out or fulfilling the terms of this Agreement as it relates to the use of the Village's Marketing Agent, except for all willful misconduct of the Owners or its agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based in whole or in part on the Village's "Incentives Ordinance" or the Owners' status as a party to this Agreement.
13. The indemnity provided in Section 12 above is contingent upon the Owners agreeing that the Village shall have control over litigation, administrative proceeding or other legal action, including the selection of attorneys and any settlement of any claim, suit or legal action as the Village deems expedient, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity on behalf of the Owners, nor to enter any plea in a criminal or quasi-criminal case on behalf of the Owners without its express prior written approval. Nothing in this Agreement shall prevent the Village or the Owners from submitting any legal action for defense and/or indemnification to any insurance carrier.
14. All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owners, its employees, servants, successors and other agents, and to pay all costs of involvements in legal actions regarding the Owners' participation in this Agreement shall survive any termination of this Agreement and, if the Owners or its employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owners having been a party to this Agreement, such provisions shall apply as if this Agreement were still in effect.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

The Village will make a rehabilitation loan to the property owners for the completion of the improvements on the subject property subject to the following terms and conditions:

a) All of the construction and improvements shall be based on contracts with such contractors and in such form as approved by the Village. The Property Owners and selected Contractor will be required to obtain all appropriate work permits from the Permit Processing Division. The Village of Oak Park will waive permit fees for work that falls within the approved Scope of Work up to the approved total project cost. Prior to obtaining any permit, the property owners and/or contractor will obtain a certification from the Neighborhood Services Division that the work falls within the approved Scope of Work.

b) Upon approval of the contracts and contractors the Village will disburse the funds directly to the contractors, subcontractors and material men upon presentation of Contractor's Sworn Statements and Waivers of Mechanic's and Material men's Liens in such forms as are satisfactory to the Village, upon the Owners' written authorization and upon an inspection of the work satisfactory to the Village. The Owners' funds committed to the project (if any) shall be disbursed prior to disbursement of any Village funds. Any Village funds committed to this project but not disbursed shall revert to the Village.

c) The Village will pay the contractor on a cost reimbursement basis. For the duration of the project, contractors may make multiple payment requests to the Neighborhood Services Division. The Village will retain 20% of the total amount requested from each interim payment request. The Village of Oak Park will not provide "advance" money or authorize payment for items which are not completed or properly installed with the exception of "rough-in" installations of plumbing, electrical or mechanical systems. Upon completion of the improvements, the Village will inspect the contractor's work. After the property passes its final inspection and the Village receives the contractor's signed waiver of lien, the Village will make the final payment to the contractor.

d) The Owners shall at all times while any sums hereunder remain unpaid maintain hazard insurance on the subject property in an amount which is at least 80% of the property's current market value and shall ensure the Village's interest in the property in the amount of \$20,000. A policy insuring the Village's interest must be maintained in full force and effect throughout the full term of the loan. A copy of said policy must be provided to the Village prior to disbursement of any funds.

e) To secure repayment of the loan, the Village shall record a mortgage conforming substantially to the attached Mortgage and Note with the Recorder of Deeds to reflect the Village's interest in the property.

f) The loan amount may include a contingency to cover any unforeseen conditions. If the entire approved amount of the rehab loan including the contingency amount is not used, an

Amendment to Mortgage and Amended Note shall be prepared and executed to reflect the actual amount expended on rehab.

g) Payment under any contract signed in connection with this loan is contingent upon loan approval by the Village of Oak Park Board of Trustees and/or the Village Manager.

h) Written notices required under this Agreement shall be to the Village Manager at 123 Madison Street, Oak Park, Illinois 60302, in the case of the Village and to Carol Melville, 1110 S Austin Boulevard, in the case of the Owners.

i) All obligations of the Owners hereunder, if signed by more than one individual, will be joint and several.

Carol Melville, Kelly Taylor, and Michelle Taylor  
1110 South Austin Boulevard

BY \_\_\_\_\_ Date: \_\_\_\_\_  
Carol Melville

BY \_\_\_\_\_ Date: \_\_\_\_\_  
Kelly Taylor

BY \_\_\_\_\_ Date: \_\_\_\_\_  
Michelle Taylor

VILLAGE OF OAK PARK

BY \_\_\_\_\_ Date: \_\_\_\_\_  
Cara Pavlicek  
Village Manager

**ATTEST**

\_\_\_\_\_  
Vicki Scaman, Village Clerk