
DATE: Monday, April 22, 2024
TIME: 7:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

- A. Call to Order and Roll Call
- B. Approval of Minutes of Previous Meeting
 - 1. 03-04-2024 Committee of the Whole Minutes
 - 2. 03-18-2024 Committee of the Whole Minutes
- C. Additions to the Agenda
- D. Presentations and Public Input
- E. Council Input and Communications
- F. Unfinished Business
- G. Reports of Standing Committees
- H. Committee of the Whole (*Council Member James Quisenberry, Ward 7*)
 - 1. Consent Agenda
 - a. **Resolution No. 2024-04-018R:** A Resolution Authorizing Acceptance of the Illinois Law Enforcement Training and Standards Board FY24 Officer Recruitment and Retention Grant - PD
 - b. **Resolution No. 2024-04-019R:** A Resolution Approving the Transfer of Volume Cap in Connection with Private Activity Bond Issues, Single-Family Mortgage Revenue Bonds, and Related Matters (Private Bond Cap Allocation – EIEDA, Series 2024) - CD
 - c. **Resolution No. 2024-04-20R:** A Resolution Approving the Transfer of Volume Cap in Connection with Private Activity Bond Issues, Single-Family Mortgage Revenue Bonds, and Related Matters (Private Bond Cap Allocation – IHDA, Series 2024) - CD
 - 2. Regular Agenda
- I. Reports of Special Committees
- J. Reports of Officers
 - 1. Fire Station Update

All City meetings are broadcast on Urbana Public Television and live-streamed on the web. Details on how to watch are found on the UPTV webpage located at <https://urbanaininois.us/uptv>

K. New Business

L. Discussion

1. Ward Maps Continuing Discussion

M. Mayoral Appointments

1. Human Relations Commission (Term ending 06/30/2027)
- *Vahagn Chihflikyan*

2. Staff Appointment - Interim Deputy Fire Chief (Term ending no later than 10/04/2024)
- *Clinton R. Weidert*

N. Closed Session: Collective Bargaining Negotiations, Pursuant to 5 ILCS 120/2 (c) (2)

O. Adjournment

PUBLIC INPUT

The City of Urbana welcomes Public Input during open meetings of the City Council, the City Council's Committee of the Whole, City Boards and Commissions, and other City-sponsored meetings. Our goal is to foster respect for the meeting process, and respect for all people participating as members of the public body, city staff, and the general public. The City is required to conduct all business during public meetings. The presiding officer is responsible for conducting those meetings in an orderly and efficient manner. Public Input will be taken in the following ways:

Email Input

Public comments must be received prior to the closing of the meeting record (at the time of adjournment unless otherwise noted) at the following: citycouncil@urbanaininois.us. The subject line of the email must include the words "PUBLIC INPUT" and the meeting date. Your email will be sent to all City Council members, the Mayor, City Administrator, and City Clerk. Emailed public comments labeled as such will be incorporated into the public meeting record, with personal identifying information redacted. Copies of emails will be posted after the meeting minutes have been approved.

Written Input

Any member of the public may submit their comments addressed to the members of the public body in writing. If a person wishes their written comments to be included in the record of Public Input for the meeting, the writing should so state. Written comments must be received prior to the closing of the meeting record (at the time of adjournment unless otherwise noted).

Verbal Input

Protocol for Public Input is one of respect for the process of addressing the business of the City. Obscene or profane language, or other conduct that threatens to impede the orderly progress of the business conducted at the meeting is unacceptable.

Public comment shall be limited to no more than five (5) minutes per person. The Public Input portion of the meeting shall total no more than two (2) hours, unless otherwise shortened or extended by majority vote of the public body members present. The presiding officer or the city clerk or their designee, shall monitor each speaker's use of time and shall notify the speaker when the allotted time has expired. A person may participate and provide Public Input once during a meeting and may not cede time to another person, or split their time if Public Input is held at two (2) or more different times during a meeting. The presiding officer may give priority to those persons who indicate they wish to speak on an agenda item upon which a vote will be taken.

The presiding officer or public body members shall not enter into a dialogue with citizens. Questions from the public body members shall be for clarification purposes only. Public Input shall not be used as a time for problem solving or reacting to comments made but, rather, for hearing citizens for informational purposes only.

In order to maintain the efficient and orderly conduct and progress of the public meeting, the presiding officer of the meeting shall have the authority to raise a point of order and provide a verbal warning to a

speaker who engages in the conduct or behavior proscribed under “Verbal Input”. Any member of the public body participating in the meeting may also raise a point of order with the presiding officer and request that they provide a verbal warning to a speaker. If the speaker refuses to cease such conduct or behavior after being warned by the presiding officer, the presiding officer shall have the authority to mute the speaker’s microphone and/or video presence at the meeting. The presiding officer will inform the speaker that they may send the remainder of their remarks via e-mail to the public body for inclusion in the meeting record.

Accommodation

If an accommodation is needed to participate in a City meeting, please contact the City Clerk’s Office at least 48 hours in advance so that special arrangements can be made using one of the following methods:

- Phone: 217.384.2366
- Email: CityClerk@urbanillinois.us



City of Urbana
400 S. Vine Street, Urbana, IL 61801
www.urbanainillinois.us

MEMORANDUM TO THE MAYOR TO THE CITY COUNCIL

Meeting: April 15, 2024, Committee of the Whole
Subject: Approval of a Resolution Authorizing Acceptance of the Illinois Law Enforcement Training and Standards Board FY24 Officer Recruitment and Retention Grant

Summary

Action Requested

City Council is being asked to approve the attached Resolution accepting a grant award of \$264,707.82 from the Illinois Law Enforcement Training and Standards Board (ILETSB). Appropriation of the grant award would occur in the upcoming FY25 City Budget.

Background

ILETSB announced a grant opportunity to reimburse Illinois law enforcement agencies for recruitment and retention initiatives. According to ILETSB, the statewide pool of funds available was advertised at \$10 million for this grant. The Urbana Police Department applied for the grant with the assistance of Community Development Grants Manager Breaden Belcher and was awarded \$264,707.82.

Relationship to City Services and Priorities

Impact on Core Services

The Urbana Police Department would use the entirety of the funds to pay a portion of expected costs for retention payments that will be made to sworn officers in February 2025. The entire \$264,707.82 would be used to offset those expected payments.

Strategic Goals & Plans

N/A

Previous Council Actions

This is the first time this grant has been offered by the State of Illinois, as such, there is no prior action on a similar grant award.

Discussion

Additional Background Information

ILETSB awarded the grant to the Urbana Police Department and notified the City of Urbana of the award on March 6, 2024. ILETSB mandated a signed and returned grant acceptance letter no later than March 15, 2024. Based on the quick deadline, Mayor Marlin accepted the grant on behalf of the

City of Urbana. ILETSB awarded the Urbana Police Department \$264,707.82.

Operations Impact

The only staffing impact will be to prepare documentation to show expenditure on qualified expenses. Documentation will be provided by the Finance Division and submitted to the State of Illinois by the Grants Division of Community Development.

Fiscal and Budget Impact

This grant offsets expenditures the City of Urbana already planned on incurring. There is no local match in order to accept or receive this award. The grant is intended "...provide financial assistance to units of local government, public institutions of higher education, and qualified nonprofit entities for the purpose of hiring and retaining law enforcement officers."

Recommendation

Staff recommends that City Council approve the Resolution accepting the grant award.

Attachments

1. A Resolution Authorizing Acceptance of the Illinois Law Enforcement Training and Standards Board FY24 Officer Recruitment and Retention Grant
2. Grant Agreement Between the State of Illinois, Illinois Law Enforcement Training and Standards Board and City of Urbana

Originated by: Richard Surles, Deputy Chief of Police

Reviewed: Larry D. Boone, Chief of Police
Elizabeth Hannan, HR/F Director

Approved: Carol Mitten, City Administrator

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ACCEPTANCE OF THE ILLINOIS LAW ENFORCEMENT TRAINING AND STANDARDS BOARD FY24 OFFICER RECRUITMENT AND RETENTION GRANT

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

WHEREAS, the City recognizes that it is appropriate and beneficial for the City and its departments to apply for and receive grants from private, state, and federal agencies; and

WHEREAS, the Illinois Law Enforcement Training and Standards Board (“ILETSB”) has created and operates the FY24 Officer Recruitment and Retention Grant for local units of government that maintain and operate law enforcement departments; and

WHEREAS, the Urbana Police Department applied for and was awarded the FY24 Officer Recruitment and Retention Grant in the amount of \$264,707.82; and

WHEREAS, qualified expenses related to recruitment and retention of Urbana police officers will be expended in FY25; and

WHEREAS, the City Council finds it desirable and in the best interests of the City to accept this allocation of funds; and

WHEREAS, the City is willing to accept the Grant on the terms and conditions provided by ILETSB.

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

Section 1. The FY24 ILETSB Recruitment and Retention Grant is hereby accepted by the City to reimburse qualified expenses to offset the cost of recruiting and retention of Urbana police officers.

Section 2. The Mayor of the City of Urbana, Illinois is hereby authorized to undertake such steps as may be necessary for the City to receive the Grant and to arrange for the City’s compliance with the terms and conditions in the Grant agreement without further action by the City Council.

PASSED BY THE CITY COUNCIL this Date day of Month, Year.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this Date day of Month, Year.

Diane Wolfe Marlin, Mayor



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, Illinois Law Enforcement Training Standards Board
AND
City of Urbana**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and City of Urbana (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

[Illinois Law Enforcement Training Standards Board]

By: _____

Signature of [Head of Grantor], [Title]

By: _____

Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____

Designee

By: *Diane Wolfe Marlin* [City of Urbana]

Signature of Authorized Representative

Date: March 7, 2024

Printed Name: Diane Wolfe Marlin

Printed Title: Mayor, City of Urbana

E-mail: dwmartin@urbanaininois.us

By: _____

Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____

Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantee Approver
(optional at Grantee's discretion)

By: _____

Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Third Grantor Approver

PART ONE – THE UNIFORM TERMS**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II
AWARD INFORMATION**

2.1. Term. This Agreement is effective on 11/15/2023 and expires on 06/30/2026 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds shall not exceed \$264,707.82, of which \$0 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is , the federal awarding agency is , and the Federal Award date is . If applicable, the Assistance Listing Program Title is and Assistance Listing Number is . The Catalog of State Financial Assistance (CSFA) Number is 569-00-3150 and the CSFA Name is FY24 Officer Recruitment and Retention Grant Program - Fall. If applicable, the State Award Identification Number (SAIN) is 20240435.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and S9V6SD6918H7 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 376000524 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a: Governmental entity *DMM*

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for

immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery**. Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging**. Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State**. Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott**. Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees**. Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act**. Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace**. If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law**. Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act**. Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment**. Grantee certifies that it is not debarred, suspended, proposed for

debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies

with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with

2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. **Timely Billing Required.** Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO** or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. **Scope of Award Activities/Purpose of Award.** Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. **Scope Revisions.** Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment are included

in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. **Budget.** The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. **Budget Revisions.** Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. **Allowability of Costs; Cost Allocation Methods.** The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. **Indirect Cost Rate Submission.**

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and

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method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that

procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim, or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor’s Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor’s request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in

the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and

administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial

statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

**ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE**

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2),

Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

**ARTICLE XVIII
EQUIPMENT OR PROPERTY**

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

**ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” 2 CFR 200.467. Exceptions to this requirement must be

requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to

enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII
MISCELLANEOUS**

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s)

controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

PROJECT DESCRIPTION

The purpose of this program is to provide financial assistance to units of local government, public institutions of higher education, and qualified nonprofit entities for the purpose of hiring and retaining law enforcement officers.

EXHIBIT B
DELIVERABLES OR MILESTONES

Not applicable.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Lennora Burnom

Title: Grant Administrator

Address: 500 S. 9th Street, Springfield, IL 62701

GRANTEE CONTACT

Name: Richard Surles

Title: Deputy Chief of Police

Address: 400 S Vine St , Urbana, IL 61801

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address:

FOR GRANT ADMINISTRATION

<u>GRANTOR CONTACT</u>	<u>GRANTEE CONTACT</u>
Name: Lennora Burnom	Name: Breaden Belcher
Title: Grant Administrator	Title: Grants Division Manager
Address: 500 S. 9th Street, Springfield, IL 62701	Address: 400 S. Vine Street, Urbana, IL 61801
Phone: 217-720-6354	Phone: 217-384-2306
TTY#: 866-740-3933	TTY#: N/A
E-mail Address: ptb.grants@illinois.gov	E-mail Address: bjbhelcher@urbanainillinois.us

EXHIBIT D**PERFORMANCE MEASURES AND STANDARDS**

In completing quarterly reports, you will be asked to respond to financial and progress inquiries similar to the following:

Fiscal Information:

- Total Award Amount
- Previously Reported Expenses
- Expenses THIS Period
- Total Spent to Date
- Award Percent Expended
- Remaining Award Amount

Performance analysis:

- Is your performance to date consistent with the expected actions for the objective?
- Do you believe you are on schedule with your goals of meeting the objective?
- Do you believe that the steps taken in the last quarter will support the objective?
- What steps did you take during this reporting period towards the objective?
- What steps have you taken previously toward the objective?
- What steps do you plan to take in the future toward the objective?

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

Not applicable.

PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

During the two-year period of performance, quarterly reports are required of all grantees. Failure to provide these reports may result in a penalty requiring corrective action. 44 Ill. Adm. Code 7000.80

These reports shall be due on the first of January, April, July, and October through the period of performance and until such time as a close-out report is submitted.

The Final / Close-out report is due within 60 days after (a) the final action of performance under this agreement, or (b) termination.

PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

Any award that includes the distribution of grant funds for recruitment or retention bonuses, stipends, or other similar payments directly to law enforcement officers, must include a provision that ensures the officer remains an employee for a specific period. If the officer fails to remain an employee for this required period, the agency must have some form of recovery in place to ensure the funds are utilized in accordance with the program’s objectives.



MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: April 15, 2024 Committee of the Whole
Subject: A Resolution Approving the Transfer of Volume Cap in Connection with Private Activity Bond Issues, Single-Family Mortgage Revenue Bonds, and Related Matters (Private Bond Cap Allocation – EIEDA, Series 2024)

A Resolution Approving the Transfer of Volume Cap in Connection with Private Activity Bond Issues, Single-Family Mortgage Revenue Bonds, and Related Matters (Private Bond Cap Allocation – IHDA, Series 2024)

Summary

Action Requested

Staff requests that the Committee of the Whole forward the attached Resolutions approving the transfer of the City's 2024 Private Activity Bond Cap to the Illinois Housing Development Authority (IHDA) and the Eastern Illinois Economic Development Authority (EIEDA), to the Urbana City Council Consent Agenda for April 22, 2024.

Brief Background

The City Council is asked to determine the allocation of the City's Private Activity Bond Cap before May 1, 2024. In the event the City does not allocate its 2024 Private Activity Bond Cap for specific projects or purposes as of May 1, 2024, the unallocated bond cap will be reserved to the Governor's Office on June 1, 2024 (the "Home Rule Pool").

Two requests were received for the City allocation of bond cap: 1) for affordable housing initiatives through IHDA, and 2) from EIEDA for developing, constructing, acquiring, or improving affordable housing. Urbana's bond cap can be allocated to one or the other or some combination of the two entities. Any unused bond cap not ceded for any combination of these programs will automatically be ceded back to the State of Illinois for use by another municipality.

Relationship to City Services and Priorities

Impact on Core Services

There will be no impact to the City budget or core services in ceding volume bond cap to EIEDA or IHDA, as there would be no financial risk associated with issuing the bonds for the City, and any potential associated risk would be assumed by the issuer. The City may also see benefits from eligible local projects in the future if they are supported with the bond financing provided through IHDA or EIEDA.

Strategic Goals and Plans

Approval of the proposed Resolutions is compatible with the findings and strategies described in the City of Urbana and Urbana HOME Consortium FY 2020-2024 Consolidated Plan related to the affordable housing needs of low- and moderate-income households. Allocating bond cap to IHDA and EIEDA would provide a potential funding source for local affordable housing projects and low-income households seeking to become homeowners.

Previous Council Actions

In April 2023, City Council passed Resolution No. [2023-04-030R](#) approving the transfer of Volume Cap allocation to EIEDA. Council also passed Resolution No. [2023-04-031R](#) approving the transfer of Volume Cap allocation to IHDA.

Discussion

Additional Background Information

A Private Activity Bond is a tax-exempt bond issued by a local or state government for financing a project owned and operated by a private user. Private Activity Bonds are issued to finance various types of facilities, including multi-family housing projects and single-family dwellings. Private Activity Bonds allocated by the City are special obligations and do not constitute a debt or indebtedness of the City and do not give rise to a charge against the general credit or taxing power of the City.

In accordance with the IRS Code, each municipality in Illinois is allowed to issue Private Activity Bonds at \$125 per capita population (38,468) for 2024. The State of Illinois outlines the per capita amount and the population size for this calculation in the attached guidelines. The State of Illinois will recapture any bond allocation unused by the City as of May 1 of that year. The City of Urbana has a total of \$4,808,500 in 2024 Private Activity Bond Cap available that may be utilized for:

- 1) Multi-family affordable housing projects
- 2) Nonprofit development projects (e.g., hospitals, YMCAs, etc)
- 3) Industrial development projects (e.g., manufacturing)
- 4) Below-market-rate financing for affordable housing
- 5) Mortgage credit certificates in support of homeownership
- 6) Below-market-rate financing for limited types of industrial developments

In 2023, City Council allocated Private Activity Bonds to EIEDA for affordable housing activities and to the IHDA Affordable Housing Program.

IHDA is allowed to issue taxable and tax-exempt bonds for the purpose of developing, constructing, acquiring, or improving affordable housing within the State of Illinois. IHDA has invested in several projects in the City of Urbana including Crystal View, Highland Green, Steer Place, and Pinewood. IHDA also uses Private Activity Bonds to provide mortgage assistance to qualifying households. Between 2015 and 2023, 112 Urbana households received mortgage assistance through IHDA.

EIEDA may issue taxable and tax-exempt bonds for the purpose of developing, constructing, acquiring, or improving affordable housing within the State of Illinois. EIEDA has invested in housing authority projects in Champaign, including the Haven at Market Place. By ceding part of the City's bond cap to EIEDA, the City may be able to access these funds for affordable housing projects.

Recommendation

Staff and the Community Development Commission recommend the resolutions be approved by City Council, allocating the City of Urbana 2024 Private Activity Bond Cap in the following manner: half (50%) of its allocation in the amount of \$2,404,250 from the City of Urbana to be utilized by EIEDA and the other half (50%), \$2,404,250, to IHDA to be utilized for possible neighborhood initiatives in the community, such as multi-family affordable housing developments and mortgage assistance.

Next Steps

Once the Resolutions are approved by Council, staff will send a letter to the Governor's Office informing them of the City's Private Activity Bond Cap allocation decision, after which EIEDA and IHDA will have the ability to issue the bonds for affordable housing purposes.

Attachments

1. A Resolution Approving the Transfer of Volume Cap in Connection with Private Activity Bond Issues, Single-Family Mortgage Revenue Bonds, and Related Matters (Private Bond Cap Allocation – EIEDA, Series 2024)
2. A Resolution Approving the Transfer of Volume Cap in Connection with Private Activity Bond Issues, Single-Family Mortgage Revenue Bonds, and Related Matters (Private Bond Cap Allocation – IHDA, Series 2024)
2. State of Illinois Guidelines and Procedures for the Allocation of Private Activity Bond Authority 2024

Originated by: Nick Olsen, Community Development Coordinator

Reviewed: Breaden Belcher, Grants Division Manager

Kimberly Smith, Community Development Services Director

Approved: Carol Mitten, City Administrator

RESOLUTION NO. _____

A RESOLUTION APPROVING THE TRANSFER OF VOLUME CAP IN CONNECTION WITH PRIVATE ACTIVITY BOND ISSUES, SINGLE-FAMILY MORTGAGE REVENUE BONDS, AND RELATED MATTERS

(Private Bond Cap Allocation – EIEDA, Series 2024)

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended (“Code”), provides that the City has volume cap equal to \$125 per resident of the City in calendar year 2023, which volume cap may be allocated to certain tax-exempt private activity bonds; and

WHEREAS, Sections 6 and 6.1 of the Illinois Private Activity Bond Allocation Act (30 ILCS 345/6 and 6.1) authorize the corporate authorities of any home rule unit, before May 1 of each calendar year, to reallocate all or any portion of its unused volume cap to any home rule or non-home rule unit, the State, or a State agency; and

WHEREAS, the Urbana City Council, after due consideration, finds that the City’s best interests are served by the transfer a portion of the City’s volume cap allocation for calendar year 2024 to Eastern Illinois Economic Development Authority (“Issuer”), to be applied toward the issuance of single-family or multi-family mortgage revenue bonds (“Bonds”) by the Issuer or for such other purpose permitted by this Resolution.

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

Section 1. Pursuant to Sections 6 and 6.1 of the Illinois Private Activity Bond Allocation Act, the City hereby transfers and reallocates \$2,420,250 of its volume cap for calendar year 2024 to the Issuer, which shall issue the Bonds using such transfer of volume cap, without any further action required on the part of the City. The adoption of this Resolution shall be deemed to be an allocation of such volume cap to the issuance of the Bonds or other private activity bonds.

Section 2. The City and the Issuer shall maintain a written record of this Resolution for the term of all private activity bonds it issues for that calendar year to which such allocation applies.

Section 3. The officers, officials, agents, and employees of the City are hereby authorized, empowered, and directed to perform all acts as may be necessary to carry out the purposes and intent of this Resolution.

Section 4. The invalidity of any section or provision of this Resolution hereby passed and approved shall not invalidate other sections or provisions thereof.

Section 5. All Resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Resolution shall be in full force and effect from and after its passage.

Section 6. Upon approval of this Resolution, the City Clerk is directed to give notice of the reallocation made herein to the Governor of the State of Illinois pursuant to 30 ILCS 345/6 and the guidelines and procedures promulgated thereunder.

PASSED BY THE CITY COUNCIL this ____ day of April, 2024.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this ____ day of April, 2024.

Diane Wolfe Marlin, Mayor

RESOLUTION NO. _____

A RESOLUTION APPROVING THE TRANSFER OF VOLUME CAP IN CONNECTION WITH PRIVATE ACTIVITY BOND ISSUES, SINGLE-FAMILY MORTGAGE REVENUE BONDS, AND RELATED MATTERS

(Private Bond Cap Allocation – IHDA, Series 2024)

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended (“Code”), provides that the City has volume cap equal to \$125 per resident of the City in calendar year 2023, which volume cap may be allocated to certain tax-exempt private activity bonds; and

WHEREAS, Sections 6 and 6.1 of the Illinois Private Activity Bond Allocation Act (30 ILCS 345/6 and 6.1) authorize the corporate authorities of any home rule unit, before May 1 of each calendar year, to reallocate all or any portion of its unused volume cap to any home rule or non-home rule unit, the State, or a State agency; and

WHEREAS, the Urbana City Council, after due consideration, finds that the City’s best interests are served by the transfer a portion of the City’s volume cap allocation for calendar year 2024 to the Illinois Housing Development Authority (“Issuer”), to be applied toward the issuance of single-family or multi-family mortgage revenue bonds (“Bonds”) by the Issuer or for such other purpose permitted by this Resolution.

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

Section 1. Pursuant to Sections 6 and 6.1 of the Illinois Private Activity Bond Allocation Act, the City hereby transfers and reallocates \$2,404,250 of its volume cap for calendar year 2024 to the Issuer, which shall issue the Bonds using such transfer of volume cap, without any further action required on the part of the City. The adoption of this Resolution shall be deemed to be an allocation

of such volume cap to the issuance of the Bonds or other private activity bonds, or mortgage credit certificates.

Section 2. The City and the Issuer shall maintain a written record of this Resolution for the term of all private activity bonds it issues for that calendar year to which such allocation applies.

Section 3. The officers, officials, agents, and employees of the City are hereby authorized, empowered, and directed to perform all acts as may be necessary to carry out the purposes and intent of this Resolution.

Section 4. The invalidity of any section or provision of this Resolution hereby passed and approved shall not invalidate other sections or provisions thereof.

Section 5. All Resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Resolution shall be in full force and effect from and after its passage.

Section 6. Upon approval of this Resolution, the City Clerk is directed to give notice of the reallocation made herein to the Governor of the State of Illinois pursuant to 30 ILCS 345/6 and the guidelines and procedures promulgated thereunder.

PASSED BY THE CITY COUNCIL this _____day of April, 2024.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sanderfur, City Clerk

APPROVED BY THE MAYOR this _____day of April, 2024.

Diane Wolfe Marlin, Mayor

STATE OF ILLINOIS



GUIDELINES AND PROCEDURES

FOR THE

ALLOCATION OF PRIVATE ACTIVITY BONDING AUTHORITY

IN ACCORDANCE WITH THE TAX REFORM ACT OF 1986

AND 30 ILCS 345

OFFICE OF THE GOVERNOR

Effective January 2, 2024

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Questions regarding these guidelines and procedures may be directed to the Capital Markets Unit of the Governor’s Office of Management and Budget at (312) 814-0023. **** Please note that the Hard Copy Submission Address has changed to 555 W. Monroe Street, Suite 1500-S-GOMB, Chicago, IL. 60661**

INTRODUCTION

The Federal Tax Reform Act of 1986 (the “Code”) as amended, imposes a limit on the aggregate amount of “tax exempt private activity” bonds (also known as “Volume Cap”) that can be issued by a state. While the Code provides an allocation scheme for specific issuing authorities, it also provides that a state may, by law, provide a different formula for allocating the State ceiling among the governmental units in the State having authority to issue such bonds. The State of Illinois (“the State”) has adopted procedures for the allocation of Volume Cap pursuant to the Illinois Private Activity Bond Allocation Act, 30ILCS 345 (the “Illinois Allocation Act”).

The Governor’s Office is the entity charged with authority to allocate Volume Cap among the political subdivisions within the State. In the event of conflict between the Code and Illinois Allocation Act and these “2024 Guidelines and Procedures” (the “Guidelines”), the Code and the Illinois Allocation Act shall control. Any matters not covered by the Code or the Illinois Allocation Act or the Guidelines shall be decided by the Governor’s Office, and the Governor’s Office reserves the right to amend the Guidelines at any time.

These Guidelines are provided by the Governor’s Office to assist issuers in understanding how the allocation formula will be administered. They do not represent a binding legal interpretation of either the Code or the Illinois Allocation Act. The Governor’s Office will not make a legal determination of the applicability of the Code to an issuer, nor will it determine an issuer’s compliance under the Code. Issuers should consult their own legal counsel to make these determinations.

The Guidelines require certain issuers to submit requests to the Governor’s Office for allocations of Volume cap. In addition, they require issuers within the State to report on reallocations and their use of Volume Cap.

PLEASE NOTE – ALL REQUESTS AND REPORTING SUBMISSIONS, AS DESCRIBED HEREIN, MUST BE SUBMITTED IN BOTH (i) HARD AND (ii) ELECTRONIC FORMATS (ADOBE ACROBAT “PDF”) TO THE FOLLOWING ADDRESSES:

HARD COPY SUBMISSIONS TO:

**Governor’s Office of Management and Budget
Capital Markets Unit– Volume Cap Submission
555 W. Monroe Street – Suite 1500-S-GOMB
Chicago, IL 60661
Attn: Sophia Ronis**

ELECTRONIC (PDF) SUBMISSIONS TO:

Omb.volumecaprequest2024@Illinois.gov

Please indicate the (i) name, (ii) status of your organization (Home Rule, Non-Home Rule or State Agency) and (iii) type of submission (either a “REPORT” or a “REQUEST”) in the “SUBJECT” line of your submission e-mail. Please include the following information for a primary and secondary contact person in the body of each electronic submission (email):

- Name
- Title
- Department/Division
- Phone Number
- Email address

IMPORTANT NOTE – The time and date stamp of the email will be used for the purpose of determining the order in which the submissions are received unless otherwise noted herein.

**** Please note that the Hard Copy Submission Address has changed to 555 W. Monroe Street, Suite 1500-S-GOMB, Chicago, IL. 60661**

Calendar Year 2024 State Ceiling and Allocations

2024 State Ceiling – Background and Calculation

Section 146 of the Code limits the amount of qualified private activity bond debt that may be issued in a state during a calendar year (“the State Ceiling”). Section 146(d) of the Code was amended by H.R. 5662, the “Community Renewal Tax Relief Act of 2000 (the “CRTF Act”),” to specify that beginning in calendar year 2002 the limit shall be the greater of \$75 multiplied by a state’s population or \$225 million. The CRTF Act further specifies that beginning in calendar year 2003 the volume limit may be adjusted annually for inflation. Pursuant to Revenue Procedure 2008-66 published by the Internal Revenue Service, the volume limit on qualified private activity bonds adjusted for inflation for calendar year 2024 is (\$125 multiplied by the state’s population).

Section 146(j) of the Code further requires that the calculation of the State Ceiling be based on the most recent resident population estimate released by the U. S. Bureau of the Census before the beginning of the calendar year. On December 30, 2019, the Population Division of the U.S. Census Bureau issued “Table 1: Annual Estimates of the Population for the United States, Regions, States, and Puerto Rico: April 1, 2000, to July 1, 2022 (NST-EST2022-01)” which reports Illinois’s estimated population as 12,549,689.

Illinois 2024 State Ceiling is \$1,568,711,125.00 (\$125 x 12,549,689).

Allocations

Pursuant to the Statute, the table below denotes the initial allocation of the 2024 State Ceiling.

Home Rule Units	\$1,006,088,000.00
Non-Home Rule Units	\$281,311,562.50
State Agencies/Authorities	\$281,311,562.50
Total	\$1,568,711,125.00

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HOME RULE UNITS

Allocation

January 1 Benchmark

As described in “2024 State Ceiling – Background and Calculation” above, each Home Rule community is allocated an amount equal to (\$125 multiplied by its population and Cook County, as a Home Rule County, is allocated an amount equal to \$125.00 multiplied by the population of its unincorporated area). Based on the most recent US Census estimates the total amount for all Home-Rule units has been determined to be \$ 1,006,088,000.00. Appendix C attached identifies the list of Home Rule units and the population count used by the Governor’s Office for the volume cap allocation. Special census estimates or other estimates for individual municipalities are not recognized by the Governor’s Office.

During the period from January 2, 2024, through May 1, 2024, Home Rule units may not apply to the State for an allocation under the Illinois Allocation Act. Rather, Home Rule units must determine and monitor their own private activity bond limits as provided in the Illinois Allocation Act. Please see reporting requirements detailed below in “Home Rule Reporting”.

June 1 Benchmark

Of the total amount available to each Home Rule unit of government with less than 2,000,000 inhabitants, the amount that has not been granted, transferred, or reserved by Home Rule units for specific projects or purposes as of May 1, 2024, shall be reserved to the Governor’s Office on June 1, 2024 (the “home Rule Pool”). From the period of June 1 through July 15, 2024, one-half of the home rule Pool will be available to all Home Rule units with less than 2,000,000 inhabitants (the remaining half is available for allocation to the State or State Agencies as herein after described).

The Governor’s Office will accept Home Rule units’ requests for volume cap from the Home Rule Pool beginning on the first State business day on or after June 1, 2024. Requests will be accepted, via the methods described on page 3, only on or after 8:30 a.m., June 1, 2024. No requests can or will be accepted prior to this date and time. **On the first date that applications may be received all applications received between 8:30am and 5pm on such date shall be deemed equally first in line and the Governor’s Office shall grant cap as it may determine. If more than one request is received in a day, other than the first day that applications may be submitted, completed requests will be logged in by the time the electronic submission is received, and processed on a first come, first-granted basis.**

If a determination is made that there is a sufficient amount of allocation remaining in the Home Rule Pool upon a request made, an allocation approval letter will be sent to the applicant. The approval letter will be mailed by first class U.S. Mail to the signatory of the application letter Express mail will be used upon request and at the issuer’s expense. The allocation is valid for a period of 60 calendar days from the date of the letter or December 28 of the year of the allocation. This period is set by Illinois Allocation Act and cannot be extended.

July 15 Benchmark

On and after July 15, 2024, the amount of the unused allocation from the Home Rule Pool shall be available to both Home Rule units of government (with less than 2,000,000 inhabitants) and to State agencies. Requests submitted prior to July 15 that are not completely fulfilled must be re-filed after July 15 if cap still is requested.

The Governor's Office will accept Home Rule units' requests for volume cap from the Home Rule pool beginning on the first State business day on or after July 15, 2024. Requests will be accepted, via the methods described on page 3, only on or after 8:30 a.m., July 15, 2024. No requests can or will be accepted prior to this date and time. **On the first date that applications may be received all applications received between 8:30am and 5pm on such date shall be deemed equally first in line and the Governor's Office shall grant cap as it may determine. If more than one request is received in a day, other than the first day that applications may be submitted, completed requests will be logged in by the time the electronic submission is received, and processed on a first come, first-granted basis.**

Please Note –

- A completed “Allocation Request Letter” (Appendix A) and a copy of an “Official action”, as defined in the Statute, must accompany all request submissions (June 1 or July 15). A submission will not be deemed complete unless a copy of Official action is included in the transmittal.
- No Home Rule unit may be granted more than 10% of the amount of total allocation initially available for Home Rule units for a single project. Home Rule units may submit separate requests for multiple projects. Requests must be for specific projects, not general use. Requests will be processed only for allocation to be used directly by the requesting Home Rule unit. Joint requests from more than one unit or requests from one unit for allocation that will also be used by other units of government will not be considered. Once an allocation is given to a specific unit, the Governor's Office will not object if units pool their allocations and join together in a bond issue as advised by legal counsel.
- The allocation approval letter to Home Rule units of government is valid for a period of 60 calendar days from the date of the letter or through December 31, 2024, whichever date comes first. If an issuer's allocation has expired, it may apply for a new allocation if allocation is still available. Such application will be processed by the Governor's Office in the same manner as any other new application.
- The State, a State agency or Home Rule unit may reallocate all or a portion of its ORIGINAL allocation to a Home Rule Unit, the State, a State agency or a Non Home Rule Unit of local government. Home Rule units may reallocate by official action of their governing body only as to volume cap reserved prior to May 1, 2024. Home Rule units MAY NOT reallocate any allocation granted by the Governor's Office after June 1. Please see “REALLOCATION PROVISIONS” for further details.

Home Rule Reporting

Item c.

Confirmation of Issuance

Pursuant to Section 7 of the Illinois Allocation Act, any Home Rule unit utilizing Volume Cap (regardless of its source) is required to report, within 10 calendar days of issuance, the following:

- (a) Name of the Issuer.
- (b) Principal amount of the issue.
- (c) Purpose for which the private activity bonds were issued.
- (d) The amount, if any, used to refund any prior issue of private activity bond; and
- (e) IRS 8038

A form of the “Confirmation of Bond Issuance” letter is provided in Appendix A.

If the amount of bonds issued as stated in the confirmation letter is less than the amount approved for allocation for that project, the amount of unused allocation shall be added to the remaining pool allocation available. This “lapsed” volume cap will be offered first to all issuers who have requested volume cap whose requests were not completely fulfilled, in the order that such requests were initially filed. If more than one request was initially filed at the same time, the order of filing will be randomly assigned for purposes of offering lapsed cap. Volume cap is not considered lapsed unless the issuer or issuer’s representative states in writing that all or a portion of the cap will not be used.

Mid-Year Reporting

No later than May 10, 2024, each Home Rule unit with less than 2,000,000 inhabitants must report to the Governor’s Office in writing on volume cap (i) granted, (ii) transferred, or (iii) reserved by official action of the unit’s governing body prior to May 1, 2024. The form described in Appendix A is provided for this purpose – “Report of Allocation Granted by Home Rule”.

Once Volume Cap is properly reserved by a Home Rule unit prior to May 1, 2024, the Governor’s Office will not object to the subsequent transfer or reallocation of such cap or filing of a carry-forward of such volume cap, and no notice to the Governor’s Office of any such subsequent action is required. {Please note, however, that Home Rule units must provide notice to the Governor’s office, as provided in Section 6 of the Illinois Allocation Act, within fourteen days of said reallocation.}

Please Note - Copies of “Official Action”, as defined in the Illinois Allocation Act, must accompany this reporting submission. Submission will not be deemed complete unless a copy of Official Action is included with the submissions.

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NON-HOME RULE UNITS

Allocation Requests

January 1 Benchmark

The 2024 allocation of Volume Cap available on or after January 2, 2024, to be issued by Non-Home Rule units of local government is expected to be \$281,311,562.50. Non-Home Rule units are defined as municipalities or counties, other than Home-Rule units. All other forms of government, such as local water districts or airport authorities, must apply for Volume Cap as a State Agency.

The Governor's Office will accept Non-Home Rule units' requests for Volume Cap from the Local Government Pool beginning on the first State business day on or after January 2, 2024 (January 3, 2024). Requests will be accepted, via the methods described on page 3, only on or after 8:30 a.m., January 3, 2024. No requests can or will be accepted prior to this date and time. **On the first date that applications may be received all applications received between 8:30am and 5pm on such date shall be deemed equally first in line and the Governor's Office shall grant cap as it may determine. If more than one request is received in a day, other than the first day that applications may be submitted, completed requests will be logged in by the time the electronic submission received, and processed on a first come, first-granted basis.**

If a determination is made that there is a sufficient amount of allocation remaining in the total available allocation, an allocation approval letter will be sent to the applicant. The approval letter will be mailed by first class U.S. Mail to the signatory of the application letter. Express mail may be used upon request and at the issuer's expense.

July 15 Benchmark

Of the total amount allocated to Non-Home Rule units, the amount of remaining allocation as of July 14, 2024 (the "Non-Home Rule Pool") shall be reserved to the Governor's Office on July 15, 2024, to be allocated to the State, State agencies or Non-Home Rule units as described in the Illinois Allocation Act. Requests submitted prior to July 15 that are not completely fulfilled must be re-filed on or after July 15 if volume cap is still requested.

The Governor's Office will accept Non-Home Rule units' requests for Volume Cap from the Non-Home Rule Pool beginning on the first State business day on or after July 15, 2024. Requests will be accepted, via the methods described on page 3, only on or after 8:30 a.m., July 15, 2024. No requests can or will be accepted prior to this date and time. **On the first date that applications may be received all applications received between 8:30am and 5pm on such date shall be deemed equally first in line and the Governor's Office shall grant cap as it may determine. If more than one request is received in a day, other than the first day that applications may be submitted, completed requests will be logged in by the time the electronic submission is received, and processed on a first come, first-granted basis.**

Please Note –

- A completed "Allocation Request Letter" (Appendix A) and a copy of an "Official Action", as defined in the Illinois Allocation Act, **must** accompany **all** request submissions (January 1 or July 15). A submission **will not** be deemed complete unless a copy of Official Action is included in the transmittal.
- No Non-Home Rule unit may be granted more than 10% of the amount of total allocation initially available to units of local government for a single project. Non-Home Rule units may submit separate requests for multiple projects. Requests must be for specific projects, not general use. Non-Home Rule units do not have power under statute to transfer or reallocate cap to other Non-Home Rule or Home-Rule units. Requests may be made only for cap that will be used within the Non-Home Rule unit's jurisdiction, as evidenced by such documentation or evidence as the Governor's Office shall request. Letters of intent from

lenders shall be deemed prima facie evidence. Units planning to pool their allocations must certify their intent to comply with this section in their request letter.

Item c.

- The allocation approval letter is valid for a period of 60 calendar days from the date of the letter. This period is set by the Illinois Allocation Act and cannot be extended.
- Pursuant to Section 6 of Illinois Allocation Act, a Non-Home Rule unit IS NOT AUTHORIZED TO REALLOCATE all or any unused portion of its allocation. Direct and indirect reallocations by Non-Home Rule Units are strictly prohibited. This prohibition is discussed more fully in the “Reallocation Provisions” of these Guidelines.
- The proceeds from bonds utilizing Volume Cap allocated to a Non-Home Rule unit pursuant to these Guidelines must be used within the jurisdiction of the Non-Home Rule unit.

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Confirmation of Issuance

Pursuant to Section 7 of the Illinois Allocation Act, Non-Home Rule units are required to report, within 10 calendar days of issuance, the following:

Item c.

- (a) Name of the Issuer.
- (b) Principal amount of the issue.
- (c) Purpose for which the private activity bonds were issued.
- (d) The amount, if any, used to refund any prior issue of private activity bond; and
- (e) IRS 8038

A form of the “Confirmation of Bond Issuance” letter is provided in Appendix A.

If the amount of bonds issued as stated in the confirmation letter is less than the amount approved for allocation for that project, the amount of unused allocation shall be added to the remaining pool allocation available. This “lapsed” volume cap will be offered first to all issuers who have requested volume cap whose requests were not completely fulfilled, in the order that such requests were initially filed. If more than one request was initially filed at the same time, the order of filing will be randomly assigned for purposes of offering lapsed cap. Volume cap is not considered lapsed unless the issuer or issuer’s representative states in writing that all or a portion of the cap will not be used.

Annual Reporting of Housing Projects

The Illinois Allocation Act requires Non-Home Rule units to provide an annual report of all private activity bonds issued for any housing purposes which utilizes volume cap allocated by the State. Details on the reporting requirement can be located in the Section 7.5 of the Illinois Allocation Act. A form to aid reporting has been provided in Appendix B to these Guidelines. Calendar Year 2024 submissions are to be sent via the instructions set forth on page 3 of these Guidelines by February 1, 2024. An additional copy of this report only must also be submitted to the Illinois Housing Development Authority (“IHDA”) at the following address:

Illinois Housing Development Authority
Attention: General Counsel
401 North Michigan Avenue
Chicago, IL 60611

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STATE AGENCIES

Allocation Requests

For calendar year 2024 there is expected to be \$281,311,562.50 for use by State Agencies, (the “State Agency Pool”), defined as any State agency, commission, board, authority, or body politic and corporate of the State authorized by law to issue Private Activity Bonds, other than a Non-Home Rule or Home-Rule unit.

The Governor’s Office may allocate among all State agencies from the State Allocation Pool available after January 2, 2024. In addition, State agencies may apply beginning on or after the first State business day after June 1, 2024, for the allocation retained by the Governor’s Office from the Home-Rule Pool and beginning on or on July 15, 2024, for the allocation retained, if any, from the Non-Home Rule Pool. Requests submitted prior to June 1 which are not completely fulfilled, and requests submitted prior to July 15 which are not completely fulfilled must be re-filed after July 15 if cap from the Non-Home Rule pool is requested. Please see “HOME RULE” and “NON-HOME RULE” sections for submission procedures.

Please Note-

- **Requests will be processed only for allocation to be used directly by the requesting State agency. Requests may be requested and granted on a lump-sum by private activity bond category or individual project basis as the Governor’s Office may determine. Joint requests from more than one State agency or units of government or requests from one State agency for an allocation that will be used by other units of government will not be considered. Once an allocation is given to a specific State agency, the Governor’s Office will not object if units pool their allocations and join together in a bond issue as advised by legal counsel.**
- **State agencies may submit requests for allocations of any amount. The 10% limit does not apply to State Agencies**
- **The Governor’s Office may consult with State agencies prior to submission of their allocation requests and determine the amount of allocation that shall be requested and approved. The allocation shall be valid through the end of the calendar year.**
- **State agencies may reallocate their unused allocation in the manner described in “REALLOCATION PROVISIONS” with the approval of the Governor’s Office. A State agency that issues bonds after receiving a reallocation from a Home-Rule unit or another State agency shall submit the information described in the “Reporting” section below.**
- **State agencies also may file a carry-forward of an allocation remaining at the end of one calendar year to the next under certain circumstances, with the approval of the Governor’s Office. Issuers should consult their legal counsel with respect to the applicability of this provision to their circumstances.**

State Agency Reporting

Confirmation of Issuance

Pursuant to Section 7 of the Illinois Allocation Act. State Agencies are required to report, within 10 calendar days of issuance, the following:

- (a) Name of the Issuer.
- (b) Principal amount of the issue.
- (c) Purpose for which the private activity bonds were issued.
- (d) The amount, if any, used to refund any prior issue of private activity bond; and
- (e) IRS 8038

A form of the “Confirmation of Bond Issuance” letter is provided in Appendix A.

If the amount of the bonds issued as stated in the confirmation letter is less than the amount approved for allocation for that project, the unused allocation amount shall be retained by the State Agency unless otherwise directed by the Governor’s Office.

Annual Reporting of Housing Projects

Pursuant to the Illinois Allocation Act, State Agencies are required to provide an annual report of all private activity bonds issued for any housing purposes which utilizes volume cap allocated by the State. Details on the reporting requirement can be located in Section 7.5 of the Illinois allocation Act and a form has been provided in Appendix B for submission. Calendar Year 2024 Submissions are to be sent via the instruction set forth on page 3 of these guidelines by February 1, 2024. An additional copy of this report only must also be submitted to the Illinois Housing Development Authority (“IHDA”) at the following address:

Illinois Housing Development Authority
Attention: General Counsel
401 North Michigan Avenue
Chicago, IL 60611

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REALLOCATION PROVISIONS

Reallocations by the State, a State Agency, or a Home Rule Unit

The State, any State Agency or Home Rule unit may voluntarily reallocate to any Non-Home Rule unit of local government, Home-Rule unit, the State or any State agency all or any portion of its unused allocation. {The State Agency or Home Rule unit reallocating all or a portion of its unused allocation must provide notice to the Governor’s office within fourteen days of said reallocation.}

Consistent with the Illinois Allocation Act and these guidelines, entities that issue private activity bonds on the basis of reallocations must submit to the Governor’s Office written evidence of such reallocation and a confirmation of bond issuance letter within ten calendar days from the date the bonds are issued.

Reallocations by a Non-Home Rule Unit Are Prohibited

Non-Home Rule units may not reallocate to any issuer. This prohibition applies to direct reallocations and to reallocations attempted via an intergovernmental or other agreement. Allocations made to Non-Home Rule units pursuant to the Illinois Allocation Act and these Guidelines may not be used in an issuance by another governmental entity on behalf of the Non-Home Rule unit or as a surrogate for the Non-Home Rule unit via an intergovernmental or other agreement.

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STANDARD FORM OF LETTERS

(Letterhead of Signatory)

**ALLOCATION REQUEST LETTER
FROM ALL ISSUERS**

(Date)

Office of the Governor
Governor’s Office of Management and Budget
555 W Monroe Street - Suite 1500 S GOMB
Chicago, IL. 60661

Attn: Sophia Ronis

ATTENTION: Debt Management Unit

RE: Issuer: _____
Type: (Home-Rule, Non-Home Rule or State agency)
Maximum Principal Amount: _____
Bond Description: (project, beneficiary, location, type/category of bonds)

Dear Governor J B Pritzker:

In accordance with the Tax Reform Act of 1986 as passed by 99th Congress 2nd Session (1986), as amended, and 30 ILCS 345, the (name of issuer) respectfully requests an allocation for the above-captioned private activity bonds. In preparation for this bond issue to date, all applicable Federal and State requirements have been complied with. A copy of the inducement resolution or similar official action for this issue has been attached herewith.

[(The following is required only of Non-Home Rule units which expect to join other units in a single bond issue as described in the guidelines): I hereby certify that (name of issuer) intends to comply with requirements set forth in the Governor's Office guidelines and will not transfer or reallocate any cap received from the Governor's Office to other Non-Home Rule or Home-Rule units and will use the cap only within our jurisdiction.]

I hereby certify under penalty of perjury, that to the best of my knowledge, the issuance of the Private Activity Bond was or will not be made in consideration of any bribe, gift, gratuity or direct or indirect contribution to any political campaign.

Please forward the allocation approval letter to the undersigned [or to: _____]. Bond counsel for these bonds [is expected to be _____, who may be reached at [phone number]] [has not yet been selected].

Sincerely,
(Name of issuer)

(Signature of authorized public official)
(Title)
(Phone number)

[Note: The Bond description cannot be materially changed after submission.]

(Governor’s Letterhead)

BOND ALLOCATION APPROVAL LETTER

(Date)

Allocation Number (our assigned number)

(Name of issuer)

Attention: (Name of Official)

Re: Issuer: _____
Type: (Home-Rule, Non-Home Rule or State agency)
Maximum Principal Amount: _____
Bond Description: (project, beneficiary, location, type/category of bonds)

Ladies and Gentlemen:

In accordance with the Tax Reform Act of 1986, as amended, and 30 ILCS 345, the above-captioned Issuer has requested an allocation for Private Activity Bonds with respect to the above-captioned bonds. In support of this request, I have been presented with the resolution duly adopted by the Issuer or similar official action with respect to the above-captioned bonds.

I hereby allocate \$_____ of the State’s 2024 maximum limit on private activity bonds to the above-captioned Issuer.

Pursuant to Section 6 of the Illinois Private Activity Bond Allocation Act, this allocation is only valid if:

- (1) the proceeds from the bonds (the “Bonds”) utilizing the bond volume cap are to originate single family mortgages to finance the purchase of homes located within the jurisdiction of the unit local government applying for the bond volume cap, or the costs associated therewith, or, if not so used, applied to redeem the Bonds; and
- (2) the unit of local government is the Issuer of the Bonds.

“Issuer” as used herein is the entity named on the Bonds and obligated for the repayment of the Bonds and does not include an entity for whom bonds have been issued by another party via an intergovernmental or other agreement.

This allocation is valid through and including _____. If the above-captioned bonds have not been issued by said date this allocation automatically expires and is available for reallocation.

Sincerely,
J B PRITZKER

Governor

(Letterhead of Signatory)

**CONFIRMATION OF BOND ISSUANCE
TO BE PROVIDED BY ISSUER**

(Date) [Within 10 calendar days of issuance]

Allocation Number: (assigned by us in the allocation approval letter)

Office of the Governor
Governor's Office of Management and Budget
555 W Monroe Street - Suite 1500 S GOMB
Chicago, IL. 60661
Attn: Sophia Ronis

ATTENTION: Debt Management Unit

Re: Issuer: _____
Type: (Non-Home-Rule, Home-Rule or State agency)
Date of Issuance: _____
Principal Amount Issued: _____
Bond Description: (project, beneficiary, location, type/category of bonds)

Dear _____:

In accordance with the Tax Reform Act of 1986, as amended, and 30 ILCS 345, the above-captioned Issuer is giving notice that the above-captioned private activity bonds have been issued. With regard to the issuance of these bonds, all applicable federal and state requirements have been complied with. The total allocation provided for this bond issue in the Allocation Approval Letter dated _____ was \$_____. The total principal amount actually issued was \$_____ and, therefore, the amount of \$_____ is unused allocation that may be added to the total available allocation.

Sincerely,

(Name of issuer)

(Signature of authorized public official)
(Title)

Attachments

[Note: If the bonds were issued on the basis of a voluntary reallocation of unused allocation or as a result of a carry-forward of allocation from a prior year, this fact should be so stated in this confirmation letter and a copy of the written evidence of such reallocation or carry-forward should be attached.]

(Letterhead of Signatory)

**REPORT OF ALLOCATION GRANTED
BY HOME-RULE UNITS**

(Date) [Due Thursday, May 10, 2024]

Office of the Governor
Governor’s Office of Management and Budget
555 W Monroe Street - Suite 1500 S GOMB
Chicago, IL. 60661
Attn: Sophia Ronis

ATTENTION: Debt Management Unit

Re: Issuer: (Home-Rule unit)
Total 2024 Volume Cap Allocation: [see list attached to guidelines for population, multiplied by \$125.00]

Volume Cap allocations granted, transferred, or reserved by Issuer resolution prior to May 1, 2024:

- 1. Principal Amount of Issue: _____
- Bond Description: (Type of bond)
- (Repeat as necessary identify all specific allocations)
- If reallocated to another issuer, state name of issuer: _____

Copies of allocation resolutions or ordinances are attached. [Note: Memorandums of agreements with businesses need not be attached.]

Total Allocation Granted or Reallocated \$ _____

Sincerely,

(Name of issuer)

(Signature of authorized public official)
(Title)
(Phone number)

APPENDIX B

ANNUAL HOUSING REPORT

SAMPLE FORM

Bond Issuer Annual Reporting Form

Statutory Requirement (30 ILCS 345/7.5)	Explanation/Detail	Insert Required Information
Information Required for All Bond Issues		
Bond Issuer	Entity Issuing Bonds:	
Person Completing Report (Drafter)	Name:	
Drafter Contact Information	Company:	
	Address:	
	Address:	
	City, State, Zip:	
	Phone:	
	E-mail Address:	
Reporting Period	Calendar Year:	
Date of Report	Date (no less than 45 days prior to end of Reporting Period):	
Bond Proceeds Used for Projects and Loans	Percentage of Total Issuance:	
Total Cost of Issuance	Amount:	
Bond Proceeds Used to Refund Prior Bonds	Amount:	
Unused Proceeds at Time of Report	Amount:	
Plan for Use of Any Unused Proceeds	<i>Attach Narrative and Supporting Documentation Showing Commitments to Utilize Proceeds, including timetable for use.</i>	
For Multifamily Rental Units Only		
Total Number of Developments	Total:	
Total Number of Units	Total:	
Income Levels for All Units (using Area Median Income, or "AMI")	No. Units at 30% AMI or less:	
<p><i>NOTE: The table of current AMI figures to be used in compiling this information may be found by calling the Illinois Housing Development Authority at 312-836-5200.</i></p>	No. Units at 40% AMI:	
	No. Units at 50% AMI:	
	No. Units at 60% AMI:	
	No. Units at 80% AMI:	
	No. of Other Restricted Units (% AMI):	
	No. of Other Restricted Units (% AMI):	
	No. of Other Restricted Units (% AMI):	
	Unrestricted (Market Rate):	
Annual Comprehensive Housing Plan Priorities (see below for priority key)	<i>Attach detail showing the number units serving the priority populations described below, along with documentation showing efforts to serve Priority Populations, when available.</i>	
For Single Family Units Only		
Loans and Households Achieving Homeownership with Bond Proceeds	Number of Mortgage Loans:	
	Number of Households:	
Loan Amounts, Actual and Effective Interest Rates	<i>Attach List of Individual Loan Amounts, detailing the actual and effective interest rate for each loan.</i>	
Annual Comprehensive Housing Plan Priorities (see below for priority key)	<i>Attach detail showing the number units serving the priority populations described below, along with documentation showing efforts to serve Priority Populations, when available.</i>	
First-time Homebuyers	Number:	
Homeownership Counseling	No. of assisted homeowners who received any homeownership counseling:	
Key to Priorities		
Disabled - No. Units Serving People with Disabilities (as defined in the Illinois Comprehensive Housing Plan, found at www.ihda.org ; choose "Housing Policy and Planning" in the left margin)		
Extremely Low Income - No. Units Serving Very Low-Income (less than 30% AMI) Households and Families		
Homeless - No. Units Serving Homeless People and Families and Those At-Risk of Homelessness		
Live Near Work - No. Units Serving Low and Moderate-Income Families and People Unable to Find Affordable Housing Near Employment or Transportation		
Preservation - No. of Units for Low-Income Families and People Living in Existing Affordable Housing that is in Danger of Becoming Unaffordable		
Very Low Income - No. Units Serving Very Low-Income (31 to 50% AMI) Households and Families		
QUESTIONS?		
Any questions on how to complete this form should be directed to IHDA's CFO or General Counsel at 312-836-5200 or TTD 312-836-5222.		

APPENDIX C
POPULATION ESTIMATES

Item c.

Home Rule Unit ¹	Population ²	Home Rule Unit ¹	Population ²
Addison Village	35,127	East Dundee Village	3,130
Alsip Village	18,357	East Hazel Crest Village	1,245
Alton City	25,217	East St. Louis City	17,919
Arlington Heights Village	75,195	Edwardsville City	26,654
Aurora City	177,866	Elgin City	113,177
Bannockburn Village	1,011	Elk Grove Village Village	31,659
Barrington Hills Village	4,019	Elmhurst City	45,272
Bartlett Village	40,154	Elmwood Park Village	23,604
Bartonville Village	5,817	Elwood Village	2,197
Batavia City	26,122	Evanston City	75,544
Bedford Park Village	586	Evergreen Park Village	19,211
Belleville City	41,295	Fairview Heights City	16,324
Bellwood Village	18,081	Flora City	4,719
Belvidere City	25,169	Forest View Village	766
Benton City	6,618	Freeport City	23,413
Berkeley Village	5,145	Galesburg City	29,255
Berwyn City	55,021	Gilman City	1,701
Bloomington Village	22,324	Glendale Heights Village	32,484
Bloomington City	78,864	Glen Ellyn Village	28,364
Bolingbrook Village	74,031	Glenview Village	47,258
Bridgeview Village	16,467	Glenwood Village	8,352
Bryant Village	166	Golf Village	499
Buffalo Grove Village	42,569	Granite City City	27,121
Burbank City	28,433	Gurnee Village	30,303
Burnham Village	3,905	Hanover Park Village	36,376
Cahokia Heights City	17,366	Harvey City	19,590
Calumet City City	34,709	Harwood Heights Village	8,722
Calumet Park Village	6,755	Hazel Crest Village	12,897
Carbon Cliff Village	1,798	Herrin City	12,202
Carbondale City	21,717	Highland Park City	30,163
Carlock Village	543	Highwood City	5,335
Carol Stream Village	39,044	Hillside Village	8,005
Carpentersville Village	37,288	Hodgkins Village	1,470
Cartersville City	5,815	Hoffman Estates Village	50,682
Champaign City	89,241	Homer Glen Village	24,446
Channahon Village	13,926	Hopkins Park Village	588
Chicago City	2,665,039	Huntley Village	28,138
Chicago Heights City	26,465	Inverness Village	7,362
Chicago Ridge Village	13,971	Jacksonville City	17,279
Christopher City	2,644	Johnston City City	3,325
Cicero town	81,919	Joliet City	150,033
Collinsville City	23,972	Kankakee City	23,602
Cook County, Unincorporated	101,248	Lake Barrington Village	5,095
Country Club Hills City	16,170	Lake Bluff Village	5,549
Countryside City	6,205	Lake Forest City	19,252
Crainville Village	1,469	Lake in the Hills Village	28,700
Crystal Lake City	40,661	Lansing Village	28,000
Danville City	28,472	LaSalle City	9,423
Darien City	21,584	Lincolnshire Village	7,922
Decatur City	69,097	Lincolnwood Village	12,989
Deerfield Village	18,950	Lockport City	26,105
DeKalb City	40,220	McCook Village	240
De Pue Village	1,599	McHenry City	28,117
Des Plaines City	58,594	Manhattan Village	10,340
Dolton Village	20,621	Marion City	16,729
Downers Grove Village	49,354	Mascoutah City	8,634
Du Quoin City	5,721	Matteson Village	18,439

Item c.

1. Home Rule Communities: Secretary of State – Index Department

2. Population Data Source: Population Division of the U.S. Census Bureau - "Table 1: Annual Estimates of the Population for the United States, Regions, States, and Puerto Rico: April 1, 2020, to July 1, 2022 (NST-EST2022-POP-17) on December 29, 2023

<u>Home Rule Unit¹</u>	<u>Population²</u>	<u>Home Rule Unit¹</u>	<u>Population²</u>
Maywood Village	22,932	Robbins Village	4,521
Melrose Park Village	23,897	Rockdale Village	1,976
Mettawa Village	538	Rock Island City	36,256
Midlothian Village	13,815	Rolling Meadows City	23,564
Moline City	42,028	Romeoville Village	40,117
Monee Village	5,084	Rosemont Village	3,806
Monmouth City	8,650	Round Lake Beach Village	26,879
Morton Grove Village	24,371	St. Charles City	32,750
Mound City City	497	Sauget Village	134
Mount Prospect Village	54,843	Savoy Village	8,903
Mount Vernon City	14,284	Schaumburg Village	76,225
Muddy Village	58	Schiller Park Village	11,283
Mundelein Village	31,612	Sesser City	1,861
Murphysboro City	7,033	Sherman Village	4,625
Naperville City	149,936	Shorewood Village	18,271
Naples town	99	Skokie Village	65,497
Nauvoo City	927	South Barrington Village	4,992
New Lenox Village	27,594	South Chicago Heights Village	3,871
Niles Village	29,805	South Holland Village	20,685
Normal town	52,838	Springfield City	113,273
Norridge Village	14,769	Standard Village	221
Northbrook Village	34,182	Stickney Village	6,873
North Chicago City	30,490	Stone Park Village	4,426
Northfield Village	5,578	Streamwood Village	38,151
Northlake City	12,401	Summit Village	10,732
North Utica Village	1,325	Sycamore City	18,652
Oakbrook Terrace City	2,694	Thornton Village	2,297
Oak Forest City	26,460	Tilton Village	2,590
Oak Lawn Village	56,286	Tinley Park Village	54,287
Oak Park Village	52,553	Tuscola City	4,650
O'Fallon City	32,140	University Park Village	7,020
Old Mill Creek Village	161	Urbana City	38,468
Onarga Village	1,296	Valier Village	545
Orland Park Village	57,511	Valmeyer Village	1,219
Oswego Village	35,850	Vernon Hills Village	26,759
Palatine Village	65,485	Volo Village	6,582
Park City City	7,848	Warrenville City	14,841
Park Forest Village	20,954	Washington City	15,890
Park Ridge City	38,278	Waukegan City	87,976
Pekin City	31,260	West Chicago City	25,166
Peoria City	111,021	West City Village	643
Peoria Heights Village	5,785	West Dundee Village	7,914
Peru City	9,771	West Frankfort City	7,176
Phoenix Village	1,642	Wheaton City	52,984
Plainfield Village	46,243	Wheeling Village	37,936
Posen Village	5,386	Williamsville Village	1,435
Prairie Grove Village	1,951	Willowbrook Village	9,056
Quincy City	38,942	Wilmette Village	27,264
Rantoul Village	12,122	Winnetka Village	12,370
Riverdale Village	10,266	Woodridge Village	33,587
River Grove Village	10,391	Woodstock City	25,665
Riverwoods Village	3,746		

1. Home Rule Communities: Secretary of State – Index Department

2. Population Data Source: Population Division of the U.S. Census Bureau - "Table 1: Annual Estimates of the Population for the United States, Regions, States, and Puerto Rico: April 1, 2020, to July 1, 2022 (NST-EST2022-POP-17) on December 29, 2023



City of Urbana
400 S. Vine Street, Urbana, IL 61801
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MEMORANDUM FROM THE OFFICE OF THE MAYOR TO THE URBANA CITY COUNCIL

Meeting: April 1, 2024 Committee of the Whole
Subject: Ward Maps Discussion

Summary

Action Requested

City Council is being asked to review the maps submitted, narrow the list of maps under consideration, and commit to the remainder of the review and selection process.

Brief Background / Statement of the Issue

The official population of the City of Urbana decreased approximately seven percent as a result of Census 2020, from 41,250 people in 2010 to 38,336 in 2020. City Council ward boundaries now must be adjusted to reflect the Census 2020 count and to rebalance the population among the seven City Council wards. This redistricting must be completed before the November 2024 petition filing deadline for the April 2025 municipal election. The goal is to have a new ward map drawn and approved by the Urbana City Council by May 2024.

The City invited the public to submit maps utilizing the [Dave's Redistricting](#) (DRA) web app. City Legal has reviewed the seven maps submitted. City Council may select one of the maps submitted, make alterations to a proposed map, or propose an entirely new map. Note: None of the maps were submitted by City Council members or the Mayor.

Relationship to City Services and Priorities

Impact on Core Services

Establishing a City Council ward map is an essential governmental function and is necessary in order to conduct municipal elections.

Strategic Goals & Plans

N/A

Previous Council Actions

The City Council adopted Resolution 2023-12-095R *A Resolution Adopting Redistricting Guidelines* at the [December 11, 2023 City Council Meeting](#).

Discussion

Policy or Statutory Impacts

The drawing of district maps must comply with all federal, state, and case law. A map created with the adopted guidelines would follow applicable law.

The attached *Review of Submitted Ward Maps* uses the DRA criteria to evaluate the maps against the adopted guidelines. Each map had different strengths and weaknesses relative to population variance, compactness, and minority representation. While no submitted map was immediately rejected on a legal basis, a legal review of Maps 2, 4, and 6 raised potential concerns about meeting the “reasonably compactness” criteria.

Recommendation

City Council is being asked to review the maps submitted, narrow the list of maps under consideration and finalize the remainder of the review process.

Next Steps

- April 1: Presentation of submitted maps, review and discussion of proposed selection process (COW)
- April 8: Ward map review and discussion (Council)
- April 15: Ward map review and selection of up to three finalists (COW)
- April 16-30: Ward map Public Comment Period on finalists
- May 6: Discussion, selection, and vote on final ward map (COW)
- May 13: Approval of ward map (Council)

Ward maps will continue to be a discussion item at future Committee of the Whole and City Council meetings until a consensus is reached.

Attachments

1. Review of Submitted Ward Maps

Originated by: Mayor Diane Wolfe Marlin

GUIDELINES FOR REDISTRICTING

Minimum Criteria Review

Criteria	Map 1	Map 2	Map 3	Map 4	Map 5	Map 6	Map 7
1. Each of the seven proposed wards should contain the residence of the incumbent City Council member.	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2. Any proposed map should be based on Census 2020 data certified as official by the Illinois Secretary of State.	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3. All wards should be reasonably compact and contiguous; some wards will be geographically larger than others due to differences in types of housing, population density, land use and annexation patterns.	DRA score of 48 "OK"	DRA score of 40 "Bad to Ok"	DRA Score of 33 "Bad"	DRA Score of 27 "Bad"	DRA Score of 25 "Bad"	DRA Score of 23 "Very Bad to Bad"	DRA score of 55 "OK"
4. Wards should be substantially equal in population (ideally, 5477 based upon	8.38%	2.36%	0.62%	1.70%	1.22%	0.73%	6.65%

Census 2020) with maximum deviation of 10% between the lowest and highest population wards.							
5. Whenever possible, census blocks should be utilized as the building blocks of redistricting.	Blocks used as part of DRA						
6. Proposed maps should avoid fragmenting or packing racial minority communities.	DRA score of 50 "OK"	DRA score of 53 "OK"	DRA score of 50 "OK"	DRA Score of 63 "OK to Good"	DRA score of 53 "OK"	DRA Score of 64 "OK to Good"	DRA score of 55 "OK"
7. Proposed maps should not dilute the voting strength of racial minority populations.	DRA score of 50 "OK"	DRA score of 53 "OK"	DRA score of 50 "OK"	DRA Score of 63 "OK to Good"	DRA score of 53 "OK"	DRA Score of 64 "OK to Good"	DRA score of 55 "OK"
8. Proposed maps may take into consideration respecting traditional neighborhoods and existing subdivisions, taking into consideration the maximum deviation allowed.	Subjective ; Plausible	Subjective ; Plausible. Ward 5 area of concern	Subjective ; Plausible	Subjective ; Plausible.	Subjective ; Plausible	Subjective ; low compact score, Ward 7 area of Concern	Subjective ; Plausible
9. Precinct, demographic,	DRA was used						

population and other data will be provided in the software platform to inform redistricting.							
10. Precincts should not be divided between two or more wards unless necessary to equalize populations between wards	Subjective ; Plausible	Subjective ; Plausible	Subjective ; Plausible	Subjective ; Plausible	Subjective ; Plausible	Subjective ; low compact score, Ward 7 area of Concern	Subjective ; Plausible
11. City Council is not limited to selecting any of the proposed maps submitted by the public for final adoption.	N/A						
Council Review	Yes	Yes	Yes	Yes	Yes	Yes	Yes

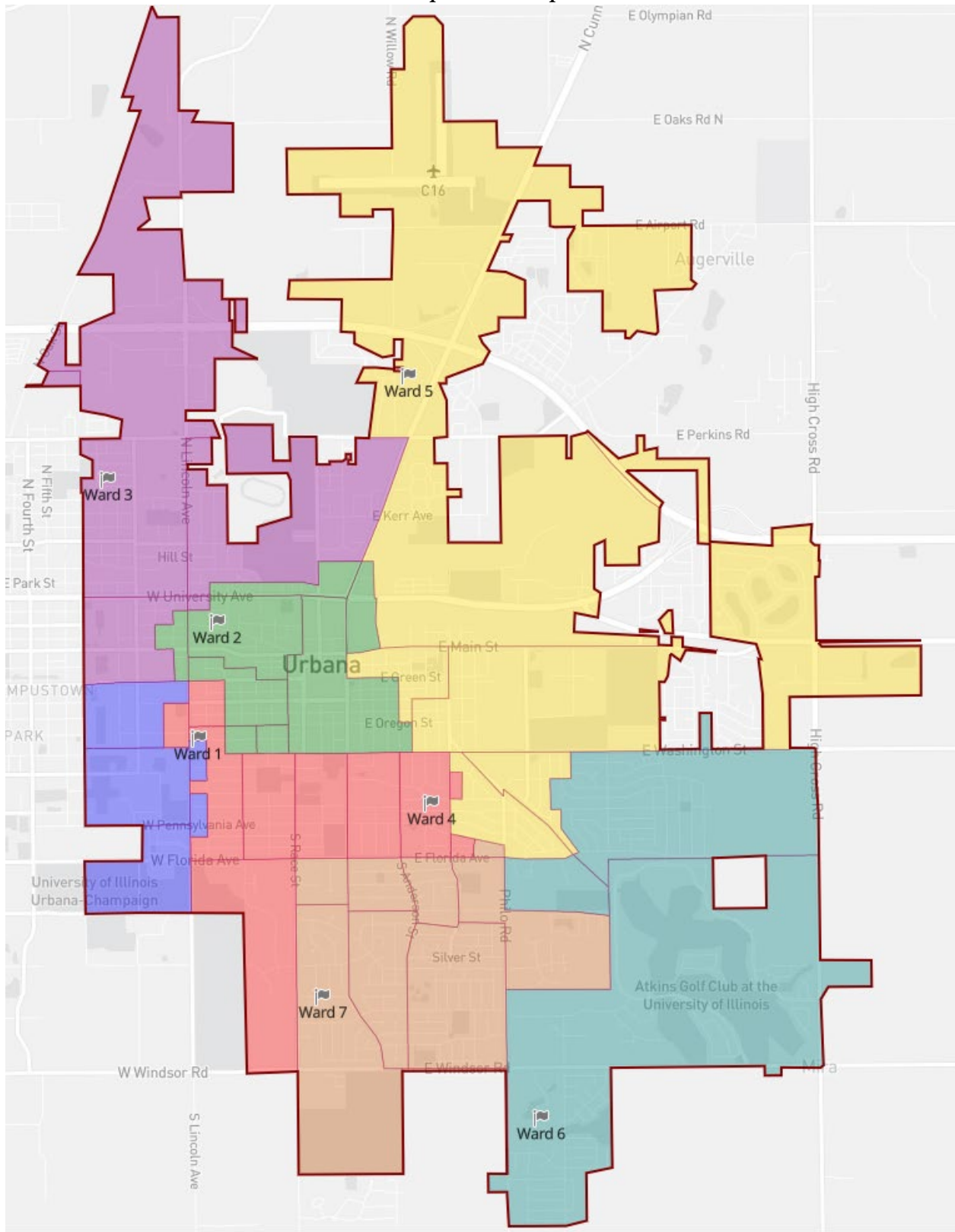
Submitted Map Summary

Map Links: [Map 1](#), [Map 2](#), [Map 3](#), [Map 4](#), [Map 5](#), [Map 6](#), [Map 7](#)

Key Map Statistics

Attribute	Map 1	Map 2	Map 3	Map 4	Map 5	Map 6	Map 7
Population Deviation Percent	8.40%	2.36%	0.62%	1.70%	1.22%	0.73%	6.70%
Minority Representation Score	50	53	50	63	53	64	55
Compactness Score	48	40	33	27	25	23	55

Map 1 Ward Map



Map 1 Key Statistics

Ward	Total Pop	Deviation	Total VAP	White	Minority	Hispanic	Black	Asian
1	5,260	-4.0%	5,174	40.0%	60.0%	18.5%	13.0%	28.5%
2	5,274	-3.7%	4,863	50.9%	49.1%	7.6%	7.7%	32.0%
3	5,257	-4.0%	4,449	25.6%	74.4%	6.8%	33.5%	33.5%
4	5,424	-1.0%	4,639	58.0%	42.0%	7.2%	8.7%	24.8%
5	5,698	4.0%	4,695	60.5%	39.5%	6.7%	24.4%	6.1%
6	5,716	4.4%	4,555	57.0%	43.1%	4.4%	23.7%	13.9%
7	5,707	4.2%	4,762	67.0%	33.0%	5.1%	17.1%	8.9%
Total	5,477	8.4%	4,734	51.3%	48.7%	8.2%	18.1%	21.2%

Map 1 Submitter Narrative Excerpt

The stated objectives for this remapping are daunting, because of potentially conflicting goals. We need the map to meet the official requirements based on the 2020 census. Yet also, in order to be fair and to reduce the likelihood of further mandatory redistricting in 2030, we would like the result to represent 7 equally populated districts according to our best estimate of the actual current population. (adjusted per the upcoming partial special census)

For District 2 in particular this creates problems for anyone hopeful of solving this, since most of the population gained is currently in that district. My approach was to first redraw borders within the most concentrated area of surplus, so that the adjusted population could be more evenly divided between multiple wards.

From this starting point I then made adjustments so that finally:

A) the maximum variation in population according to 2020 census was within the required 10% (reduced from the current 36.7% variation to 8.4%)

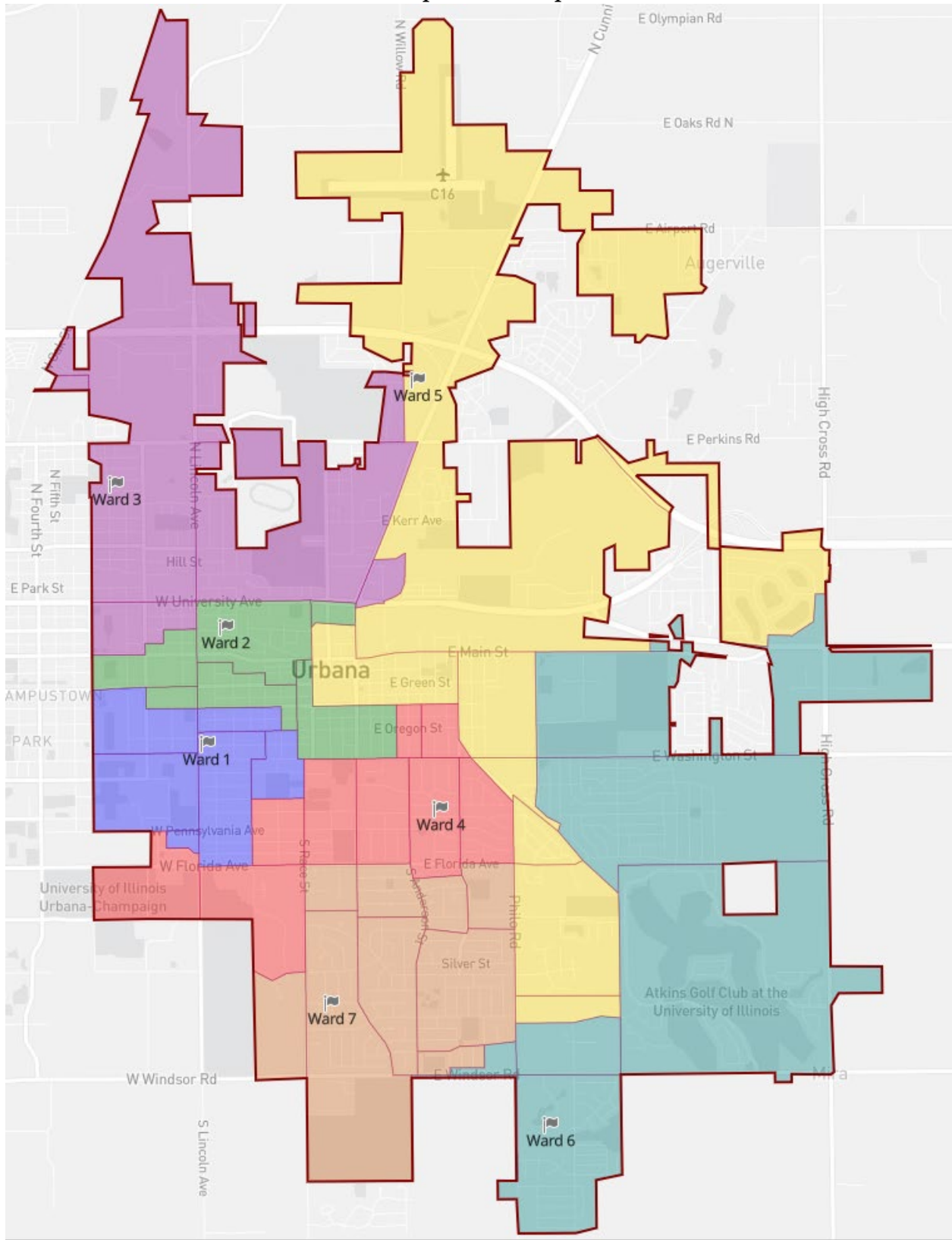
B) the maximum variation for the adjusted population (including the estimates for the partial special census) were not only under 10%, but as close to equal as possible without violating condition (A). For my best result as proposed here, this variation is 3.5 %

Any portions which seem non obvious, or more jagged than they might be, are done specifically to allow this solution to work, specifically to distribute the adjusted (uncounted) population into multiple wards, which i believe is the only way to meet both goals simultaneously.

Map 1 Link

<https://davesredistricting.org/join/6e72ca77-df1a-4818-a126-3dc2f23243b0>

Map 2 Ward Map



Map 2 Key Statistics

Ward	Total Pop	Deviation	Total VAP	White	Minority	Hispanic	Black	Asian
1	5,479	0.0%	5,182	53.9%	46.1%	14.1%	9.4%	21.6%
2	5,421	-1.0%	5,106	44.6%	55.4%	9.6%	6.3%	38.2%
3	5,482	0.1%	4,636	27.1%	72.9%	6.5%	34.1%	31.7%
4	5,472	-0.1%	4,681	52.8%	47.2%	9.9%	14.0%	22.5%
5	5,550	1.3%	4,805	59.2%	40.9%	5.4%	20.2%	13.2%
6	5,476	0.0%	4,216	59.5%	40.5%	5.5%	27.1%	6.7%
7	5,456	-0.4%	4,511	63.2%	36.8%	5.5%	18.2%	11.3%
Total	5,477	2.4%	4,734	51.3%	48.7%	8.2%	18.1%	21.2%

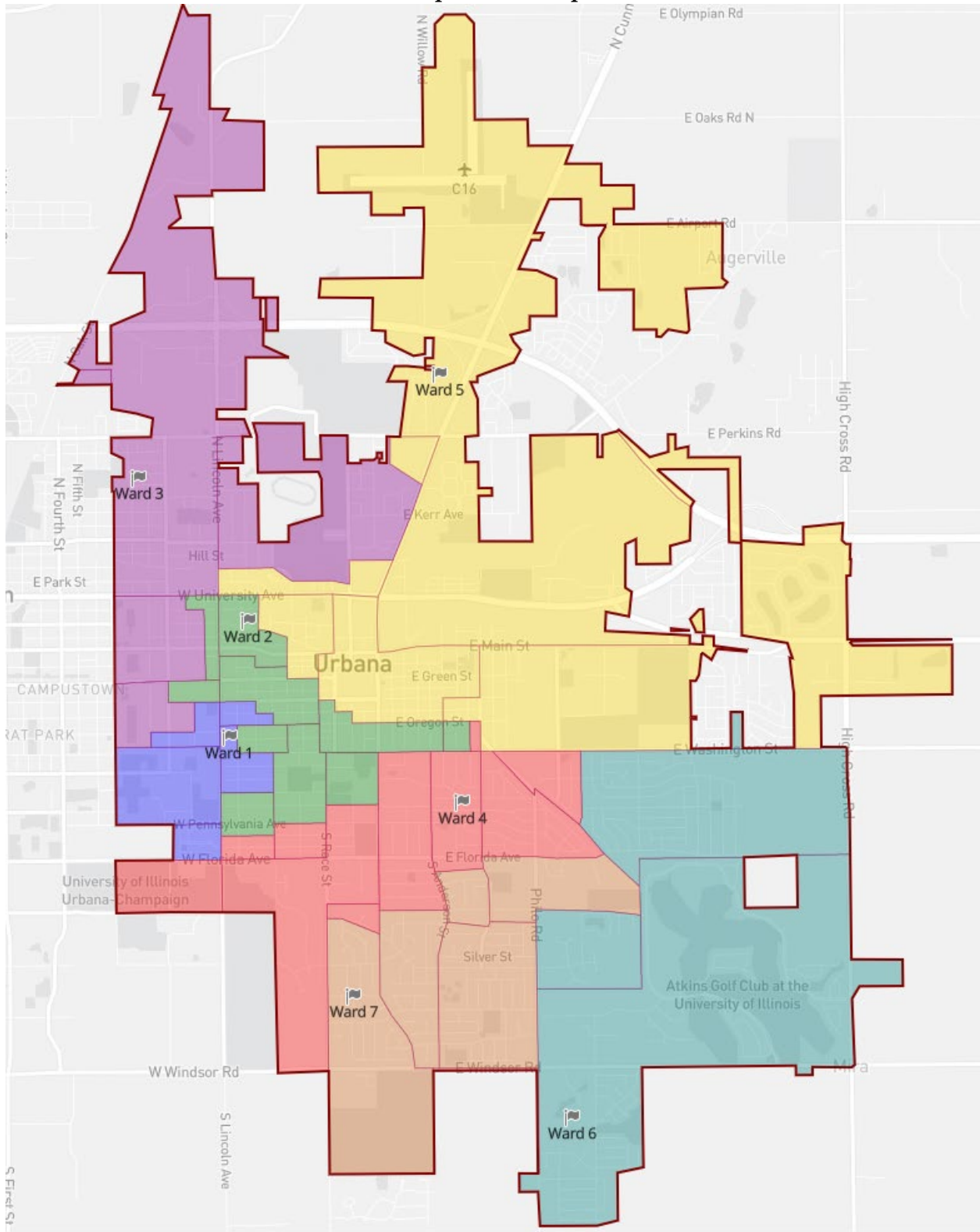
Map 2 Submitter Narrative Excerpt

N/A

Map 2 Link

<https://davesredistricting.org/maps#ratings::84d30f87-5ef6-4c58-be79-233ff6a5dda2>

Map 3 Ward Map



Map 3 Key Statistics

Ward	Total Pop	Deviation	Total VAP	White	Minority	Hispanic	Black	Asian
1	5,486	0.2%	5,352	45.3%	54.7%	16.4%	13.0%	25.2%
2	5,483	0.1%	5,057	51.0%	49.0%	9.4%	4.6%	33.2%
3	5,474	-0.1%	4,708	25.5%	74.5%	6.6%	31.6%	35.6%
4	5,482	0.1%	4,404	56.6%	43.4%	6.5%	15.6%	19.6%
5	5,477	0.0%	4,712	61.3%	38.7%	7.1%	20.7%	9.1%
6	5,482	0.1%	4,327	63.0%	37.1%	4.9%	22.8%	8.3%
7	5,452	-0.5%	4,577	58.8%	41.2%	5.0%	20.1%	14.5%
Total	5,477	0.6%	4,734	51.3%	48.7%	8.2%	18.1%	21.2%

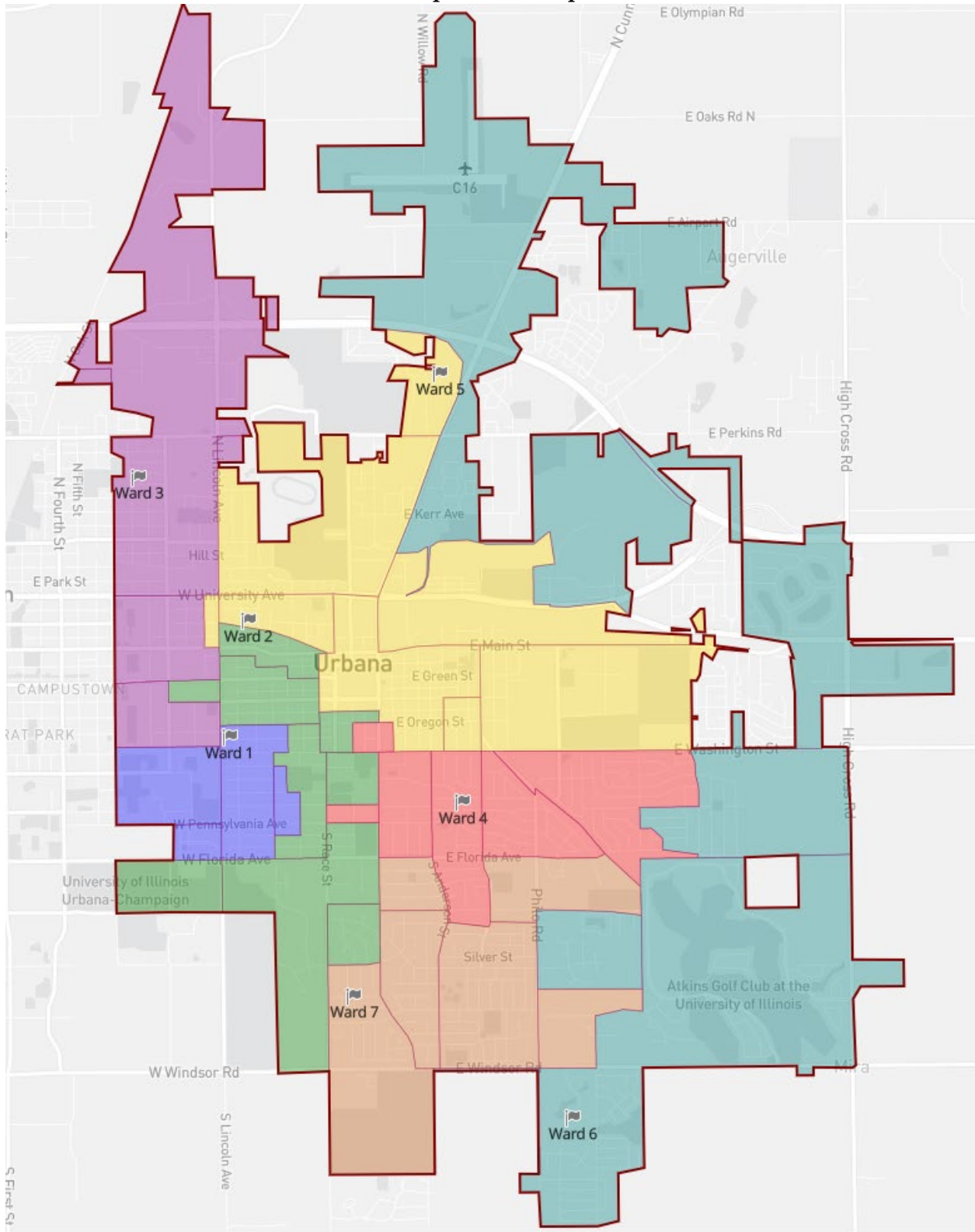
Map 3 Submitter Narrative Excerpt

N/A

Map 3 Link

<https://davesredistricting.org/join/acdc0214-e201-4157-9658-41c35deb8558>

Map 4 Ward Map



Map 4 Key Statistics

Ward	Total Pop	Deviation	Total VAP	White	Minority	Hispanic	Black	Asian
1	5,470	-0.1%	5,239	48.4%	51.6%	16.9%	12.9%	21.8%
2	5,472	-0.1%	4,898	50.9%	49.1%	9.4%	5.5%	31.9%
3	5,481	0.1%	4,988	25.5%	74.5%	6.2%	22.2%	45.6%
4	5,477	0.0%	4,327	57.7%	42.3%	6.8%	23.8%	10.4%
5	5,479	0.0%	4,624	55.9%	44.1%	8.0%	22.2%	11.9%
6	5,525	0.9%	4,461	62.6%	37.4%	4.4%	23.5%	8.4%
7	5,432	-0.8%	4,600	61.3%	38.7%	4.7%	18.1%	14.4%
Total	5,477	1.7%	4,734	51.3%	48.7%	8.2%	18.1%	21.2%

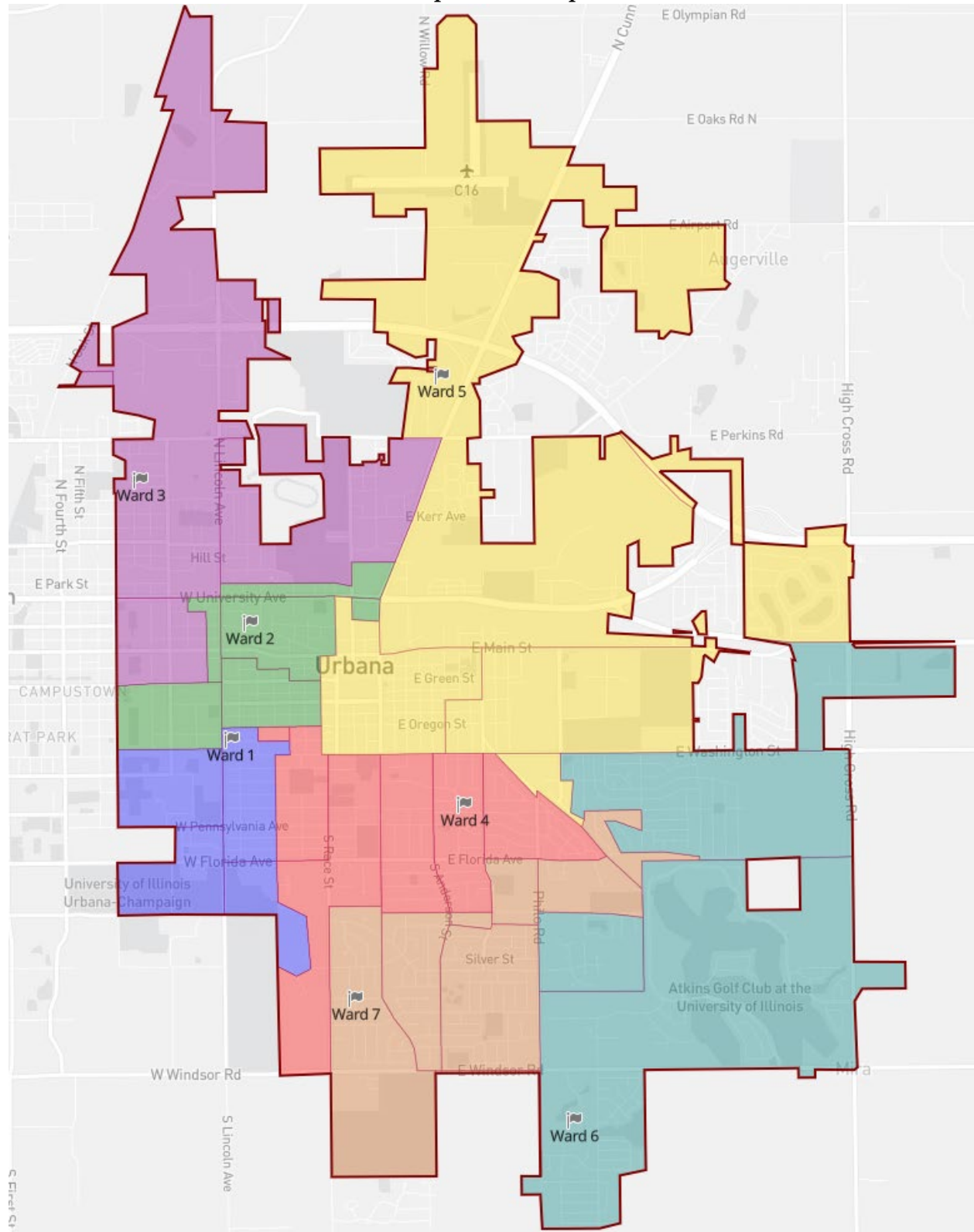
Map 4 Submitter Narrative Excerpt

N/A

Map 4 Link

<https://davesredistricting.org/maps#ratings:72d33d27-70de-4196-b7bc-cb2e6c9e94c3>

Map 5 Ward Map



Map 5 Key Statistics

Ward	Total Pop	Deviation	Total VAP	White	Minority	Hispanic	Black	Asian
1	5,493	0.3%	5,275	45.9%	54.1%	17.0%	13.0%	24.1%
2	5,492	0.3%	5,195	44.0%	56.1%	9.7%	6.8%	38.2%
3	5,485	0.2%	4,686	25.5%	74.5%	6.5%	31.7%	35.7%
4	5,491	0.3%	4,516	61.5%	38.5%	6.1%	13.5%	17.0%
5	5,474	-0.1%	4,649	64.0%	36.0%	6.5%	20.6%	6.7%
6	5,426	-0.9%	4,269	62.5%	37.6%	5.1%	22.9%	8.5%
7	5,475	0.0%	4,547	58.9%	41.1%	5.1%	20.1%	14.1%
Total	5,477	1.2%	4,734	51.3%	48.7%	8.2%	18.1%	21.2%

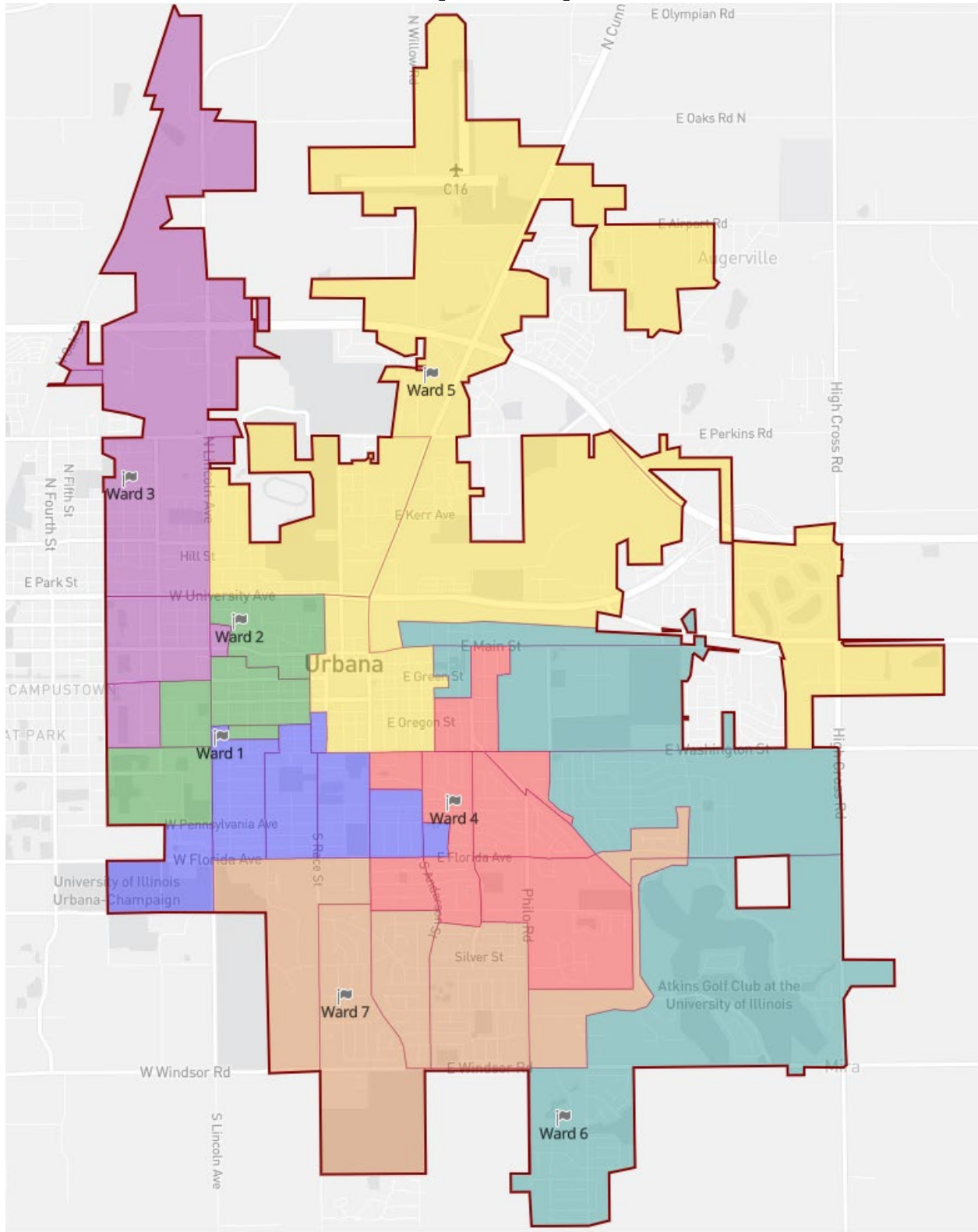
Map 5 Submitter Narrative Excerpt

N/A

Map 5 Link

<https://davesredistricting.org/maps#ratings::5248f593-a8b5-439b-8396-cae926dff8a>

Map 6 Ward Map



Map 6 Key Statistics

Ward	Total Pop	Deviation	Total VAP	White	Minority	Hispanic	Black	Asian
1	5,472	-0.1%	4,986	53.1%	47.0%	12.8%	12.3%	21.1%
2	5,469	-0.1%	5,234	46.9%	53.1%	13.8%	8.3%	29.9%
3	5,480	0.1%	4,988	24.5%	75.5%	6.4%	22.1%	46.5%
4	5,466	-0.2%	4,602	59.0%	41.1%	5.2%	20.8%	13.5%
5	5,460	-0.3%	4,544	58.1%	41.9%	6.4%	25.5%	8.2%
6	5,489	0.2%	4,238	59.6%	40.4%	6.0%	27.2%	5.8%
7	5,500	0.4%	4,545	61.7%	38.4%	5.8%	12.4%	18.4%
Total	5,477	0.7%	4,734	51.3%	48.7%	8.2%	18.1%	21.2%

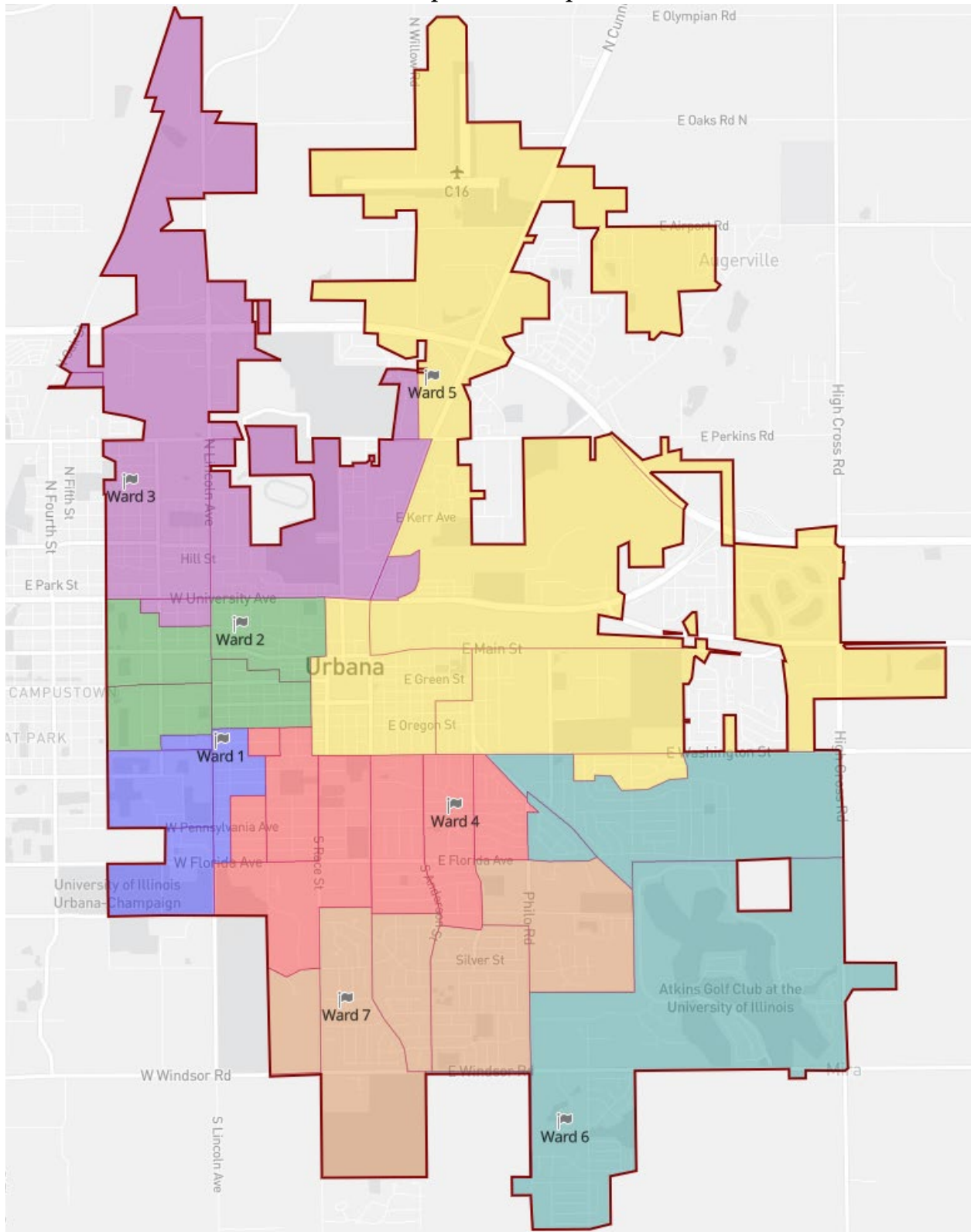
Map 6 Submitter Narrative Excerpt

N/A

Map 6 Link

<https://davesredistricting.org/maps#ratings::4eac33a3-5018-4e41-a9f9-a2d8297c43cd>

Map 7 Ward Map



Map 7 Key Statistics

Ward	Total Pop	Deviation	Total VAP	White	Minority	Hispanic	Black	Asian
1	5,370	-2.0%	5,240	45%	55%	17%	13%	25%
2	5,270	-3.8%	5,006	42%	58%	10%	6%	40%
3	5,396	-1.5%	4,550	27%	73%	7%	35%	31%
4	5,634	2.9%	4,666	62%	38%	6%	12%	18%
5	5,579	1.9%	4,733	65%	35%	6%	20%	7%
6	5,556	1.5%	4,293	59%	41%	6%	26%	8%
7	5,531	1.0%	4,649	60%	40%	5%	18%	16%
Total	5,477	6.7%	4,734	51%	49%	8%	18%	21%

Map 7 Submitter Narrative Excerpt

I wanted to strike a balance between keeping existing districts largely intact, creating more compact districts, and regaining population equality. Each district is largely composed of the same area and population that they were composed of, with the notable exception of the partial enclave in northeast Urbana, containing landmarks such as the post office, ALDI or Walmart, bounded on the east by High Cross Road. Notably, districts 4, 6 and 7 are more compact than they were. The only time precincts are split are for population equality purposes, and to the best of my knowledge, all incumbents (from the provided landmark data in DRA) are in their current ward.

I have been redistricting for 4 years, and am a member of the Princeton Gerrymandering Project's mapping corps, as well as a resident of Urbana.

Map 7 Link

<https://davesredistricting.org/join/fa477e81-e2f3-4aa5-b2b1-22349442ca40>



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400 S. Vine Street, Urbana, IL 61801
www.urbanaininois.us

**MEMORANDUM FROM THE OFFICE OF THE MAYOR
TO THE URBANA CITY COUNCIL**

Meeting: April 22, 2024, Council Meeting
Subject: Appointment of Vahagn Chiflikyan to the Human Relations Commission

Summary

Action Requested

City Council is asked to approve the appointment of Vahagn Chiflikyan to the Human Relations Commission for a term ending June 30, 2027.

Brief Background

Vahagn, who has been a resident of Urbana for six years, is currently pursuing a Sociology degree at Parkland College. He has served as a Senator in Parkland's Student Government Association. With a Master's degree and a Bachelor's degree in Political Science from Yerevan State University in Armenia, Vahagn brings a diverse professional background from government institutions in both the United States and Armenia. He has hands-on experience in legislative support, policy analysis, and fostering transparent communication between political and community stakeholders. Vahagn has previously worked as an assistant to the Vice President of the National Assembly in Armenia and within the Office of the Prime Minister of Armenia.

"I am keen to join the Human Relations Commission, leveraging my academic background and professional experience to support my application. With a Master's degree in Political Science and ongoing studies in Sociology, I possess a well-rounded academic foundation. This interdisciplinary background not only equips me to comprehend the significance of addressing discrimination but also empowers me with the expertise to devise effective strategies to tackle any form of discrimination within our community. Furthermore, my active involvement in social initiatives bolsters my candidacy. During my time at Parkland College, I served as a Senator in the Student Government Association and held the position of Vice-President in the International Student Association. In these capacities, I effectively advocated for student interests and perspectives within the college's administrative framework. Furthermore, my solid professional background in government institutions in both the US and Armenia highlights my dedication to public service."

Relationship to City Services and Priorities

Impact on Core Services

City of Urbana Board and Commission members play a crucial role in helping City leaders address specific issues, offering professional expertise, involving the community in decision-making, and connecting residents, City staff, and Council.

Since 1975, the Human Relations Commission has worked to end unlawful discrimination within the City of Urbana, Illinois by enforcing the Urbana Human Rights Ordinance.

Strategic Goals & Plans

N/A

Previous Council Actions

N/A

Discussion

Recommendation

City Council is asked to approve the appointment of Vahagn Chiflikyan to the Human Relations Commission for a term ending June 30, 2027.

Next Steps

If approved, the Office of the Mayor will notify Mr. Vahagn Chiflikyan of his appointment as a Commission member and of Open Meetings Act requirements.

Originated by: Kathryn B. Levy, Executive Coordinator/Deputy Liquor Commissioner

Reviewed: Diane Wolfe Marlin, Mayor

Approved: Carol J. Mitten, City Administrator

Battalion Chief Clinton R. Weidert

PROFILE

- Firefighter with a lifelong passion for the profession, and 40 years of experience, including volunteer service from teen years
- Dedicated to fire prevention, protection, and safety of firefighters and the public
- Exceptional, quick-thinking, and calm attitude during high-pressure situations
- Proven track record of collaborating with colleagues and team members for effective and efficient operations, both in the public and at the station
- Easy and caring rapport with younger firefighters on their own lifelong journeys in the fire service

EXPERIENCE

URBANA FIRE DEPARTMENT

Battalion Chief (2020–present)

Fulfills all duties as outlined by the City of Urbana:

- Monitors and manages operations and activities in the field to ensure safety and compliance with best practices and adherence to policies, procedures, and legal requirements; identifies opportunities for improvement
- **Plans, coordinates, and manages the work plan and activities of assigned company officers; evaluates the work of company officers**
- Participates in recruitment and selection activities; makes recommendations for hiring; assists with orientation and training
- Recommends and administers standard operating guidelines, policies, and procedures for the Department.
- Participates in the development and implementation of goals, objectives, and priorities for assigned programs and services
- Represents the department to outside groups and organizations; participates in community and professional forums; provides technical assistance as necessary; serves as staff on a variety of boards, commissions, and committees

Captain (March 2017–2020)

Fulfills all duties as outlined by the City of Urbana:

- Command fire companies in response to alarms and emergency calls
- Supervise, evaluate, and train Lieutenants, Engineers, and Firefighters
- Conduct company fire inspections, submit reports, and maintain records
- Participate and coordinate fire prevention education activities
- Manage daily staffing on both duty and non-duty days; work with other shift captains to ensure that every shift at all stations is fully staffed per departmental requirements
- Maintain roster for records of all department shifts, regarding sick leave, vacation, duty trades, etc., and ensure that all staffing policies are followed
- Coordinate shift-wide training
- Collaborate with other shift captains for cohesiveness of collective duties
- Communication with Division Chief regarding ongoing activities, in order to keep daily operations flowing smoothly and efficiently

- Available on non-duty days for consultation, assistance, advising, and/or mentoring with every member of the department
- Knox Box program coordinator (fire department key access system)

Urbana Firefighters Local 1147 Chief Steward (2019–present)

Help co-workers understand and implement their contracts, and communicate their priorities to other union leaders to help build an active, united membership.

- Fire Officer of the Year 2018

Lieutenant (May 1997–March 2017)

Managed daily station duties and activities. Commanded the fire company in response to fire alarms and emergency medical calls; supervised, evaluated and trained Engineers and Firefighters; conducted inspections and assisted in investigations; participated in public education programs.

Firefighter (March 1992–May 1997)

Utilized firefighting and rescue techniques to protect life and property, and provided emergency medical and rescue services to the public; maintained apparatus and buildings; assisted in fire investigations, fire prevention, and public education activities.

- *Vice President of Union Board (1994)*

PEORIA, ILLINOIS FIRE DEPARTMENT

Attended Peoria Fire Academy

Firefighter (October 1990–April 1992)

EDGE-SCOTT FIRE PROTECTION DISTRICT

Volunteer Firefighter, promoted to Lieutenant and then Captain during 20-year service (1980–2000)

SPECIALIZED TRAINING AND CERTIFICATIONS

CERTIFIED FIRE OFFICER I

- Fire Prevention Principles I
- Instructor I, II
- Management I, II
- Tactics and Strategy I

CERTIFIED FIRE OFFICER II

- Instructor II
- Management III and IV
- Tactics and Strategy II

BLUE CARD INCIDENT COMMAND

COMMAND AND GENERAL STAFF

FIRE DEPT. INCIDENT SAFETY OFFICER

Classes and Certified Courses

- Auto Extrication Technician II
- Basic Firefighting
- Command and General Staff Functions
- Confined Space Trench Rescue Awareness

- Elevator, House, LP Burns
- Essential IV
- Flammable Liquids and Gasses
- Fire Behavior and Smoke
- Fire Dept. Incident Safety Officer Course
- Fireground Management Winter Fire School
- Forcible Entry
- Grain Bin Rescue
- Hazardous Materials Awareness
- Hazardous Materials Firsts Responder Ops
- Hazardous Materials Incident Command System
- Hazardous Materials Tech A
- Helicopter Safety for EMS Providers
- IFSI Leadership Exercise Class
- LPG Training, LPG Propane Firefighting
- Looking at Smoke Tactically
- Pump Service Testing
- National Fire Academy Incident Safety Officer

- National Fire Academy Leadership III
- Officers Fireground School
- Organizing the Fireground
- Roadway Extrication Specialist
- Statewide Weapons of Mass Destruction Response: NIMS Unified Command
- Terrorism Basic Concepts
- Thermal Imaging Camera (TIC) Training
- Through the Lock Course
- Tower Training (Bradley FD)
- Traffic Incident Management Awareness
- Vertical Rescue I—Ropes and Rigging
- Vertical Rescue II—High Angle Rescue Tech

SOFTWARE AND APPLICATIONS

MS Office • Excel • Outlook • Windows • Sync



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MEMORANDUM FROM THE MAYOR TO THE CITY COUNCIL

Meeting: April 22, 2024, Regular Council Meeting
Subject: Appointment of Interim Deputy Fire Chief

Summary

The City Council is asked to approve the appointment of Battalion Chief Clinton R. Weidert as Interim Deputy Fire Chief effective April 23, 2024 for a term ending no later than October 4, 2024.

Brief Background / Statement of the Issue

The Deputy Fire Chief is one of fourteen staff positions appointed by the Mayor with approval of City Council (Urbana City Code, Article III, Section 2-42). Per City Code, Council members were provided with a summary of the appointee's qualifications for office two weeks prior to consideration of the appointment.

Relationship to City Services and Priorities

Impact on Core Services

Under administrative direction, manages, supervises, the Deputy Fire Chief coordinates the activities of the Operations Division within the Fire Department, including emergency operations, medical services, facility/equipment maintenance, disaster preparedness, public education, training and employee development, and related programs and services. This position responds to and assumes command of emergency incidents as needed; plans, delegates, assigns, and evaluates the work of Division Chiefs; coordinates assigned activities with other divisions, departments, and outside agencies; and provides highly responsible and complex administrative support to the Fire Chief. The Deputy Fire Chief reports to the Fire Chief.

Strategic Goals & Plans

n/a

Previous Council Actions

n/a

Discussion

Additional Background Information

Battalion Chief Clinton Weidert has served the City of Urbana for more than 32 years as a member of the Urbana Fire Department. He was promoted to the rank of Battalion Chief in 2020; prior to that he served as Captain, Lieutenant, and Firefighter.

After the retirement of Deputy Chief Kyle Hensch in March, 2024, BC Weidert, the most senior Battalion Chief in the department, agreed to serve in the capacity of Interim Deputy Fire Chief while the department finalizes changes to its administrative staffing structure and conducts an internal search to fill the Deputy Fire Chief role in a new and expanded capacity. Because of statutory regulations pertaining to promotions in the fire department, BC Weidert will serve in this interim capacity for a term ending no later than October 4, 2024, or until new, regular appointments are brought to City Council, whichever is sooner.

Recommendation

The Council is asked to appoint Battalion Chief Clinton R. Weidert as Interim Deputy Fire Chief for a term ending no later than October 4, 2024.

Next Steps

Upon approval of BC Weidert's appointment, his designation of Interim Deputy Fire Chief with the City of Urbana will begin April 23, 2024.

Attachments

1. Clinton R. Weidert Resume

Originated by: Diane Wolfe Marlin, Mayor