



DATE: Monday, October 20, 2025
TIME: 7:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

Chair: Shirese Hursey, Ward 3

- A. Call to Order and Roll Call
- B. Approval of Minutes of Previous Meeting
 - 1. 09-29-2025 City Council Meeting Minutes
- C. Additions to the Agenda
- D. Presentations and Public Input
 - 1. Imagine Urbana Implementation Update – CD
- E. Closed Session per ILCS 120/2(c)(1) – To Consider the Appointment, Employment and Compensation of Specific Employees of the City
- F. Staff Report
- G. New Business
 - 1. **Resolution No. 2025-10-080R:** A Resolution Authorizing Staff to Implement Certain Provisions of the Secure 2.0 Act to the City of Urbana Deferred Compensation Plan with MissionSquare Retirement – HR/F
 - 2. **Resolution No. 2025-10-081R:** A Resolution Approving and Authorizing the Execution of a Revised Intergovernmental Agreement for Geographic Information System Services – PW
 - 3. **Resolution No. 2025-10-082R:** A Resolution for Improvement Under the Illinois Highway Code (State Motor Fuel Tax for Windsor Road from Philo to High Cross) – PW
 - 4. **Resolution No. 2025-10-083R:** A Resolution Approving and Authorizing the Execution of a License Agreement with Icon Hospitality, LLC (Two Signs adjacent to Hotel Royer) – PW
 - 5. **Resolution No. 2025-10-084R:** A Resolution Authorizing Acceptance of an Illinois Arts Council Agency (IACA) Grant for Urbana Arts and Culture Operating Support (FY 2026 Urbana Arts and Culture Program) – CD

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://www.urbanail.gov/executive-department/page/urbana-public-television>.

6. **Resolution No. 2025-10-085R:** A Resolution Approving and Authorizing the Execution of an Economic Development Agreement (Champaign County Economic Development Corporation, Fiscal Year 2025-2026) – CD
7. **Resolution No. 2025-10-086R:** A Resolution Approving and Authorizing the Execution of a Community Partnership Agreement (Experience CU, Fiscal Year 2025-2026) – CD
8. **Resolution No. 2025-10-087R:** A Resolution Authorizing the Acceptance of an Economic Mobility Leadership Institute Grant from the African American Mayors Association – Exec

H. Council Input and Communications

I. 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@urbanail.gov. 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@urbanil.gov



City of Urbana
 400 S. Vine Street, Urbana, IL 61801
 www.urbanail.gov

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 20, 2025 Committee of the Whole Meeting
Subject: SECURE 2.0 Employee Retirement Plan Provisions

Summary

Action Requested

The City Council is being asked to authorize Mayor Williams to implement changes to the City's deferred compensation plan with MissionSquare Retirement to apply required and certain optional provisions of the Setting Every Community Up for Retirement Enhancement 2.0 Act (SECURE 2.0 Act).

Brief Background

The City's deferred compensation plan with MissionSquare provides employees with optional access to participate in Roth and 457(b) retirement plans. The City may make changes to its MissionSquare plan design with City Council approval.

The SECURE 2.0 Act was signed into law on December 29, 2022. Most plan amendments related to the Act are required to be applied by 2029; one mandatory provision, however, requires implementation no later than December 31, 2025. Staff is requesting that the plan be amended at this time to add the mandatory provision and the optional provisions outlined below.

Relationship to City Services and Priorities

Impact on Core Services

The requested action will bring the City's plan with Mission Square into compliance with the SECURE 2.0 Act. Additionally, the City's variety of deferred compensation plan options are an attractive feature to prospective employees and an important resource which can provide financial security to current employees; these factors lend to the City's ability to attract and retain its workforce who, in turn, provide critical service delivery to Urbana residents and community members.

Strategic Goals & Plans [N/A]

Previous Council Actions

The Urbana City Council approved adoption and implementation of the City's deferred compensation plan with MissionSquare (formerly ICMA) on August 2, 1976 (*A Resolution Establishing*

Authority for a Deferred Compensation Plan with International City Management Association Retirement Corporation for Certain City Personnel).

Discussion

Additional Background Information

The SECURE 2.0 Act was signed into federal law on December 29, 2022. Most provisions of SECURE 2.0 must be implemented by the last day of the first plan year beginning on or after December 31, 2029 for governmental plans, but may be implemented sooner. There is also one mandatory provision which must be implemented no later than December 31, 2025.

Key provisions under the Act include requiring and expanding the use of Roth features, simplifying plan administration, and establishing rules for the creation of, and access to, savings for emergency purposes. Related to the Roth expansions is a provision which requires that employees be permitted to elect age-based “catch-up” contributions made to their existing 457(b) plans on a Roth basis. This means that the City will need to amend its 457(b) plan with MissionSquare to add the designated Roth feature no later than December 31, 2025.

In addition to implementing the mandatory provision, the City also recommends amending the plan to add the following optional provisions. The City may adopt these provisions by 2029, however staff is requesting adoption at this time so as to make the benefits immediately available to eligible employees:

- \$1,000 emergency withdrawal provision for certain emergency circumstances, including but not limited to medical expenses, imminent foreclosure or eviction, and burial or funeral expenses
- Distributions of up to \$22,000 in the event of qualified federally declared disaster relief
- Penalty-free withdrawals for individuals in case of domestic abuse
- Employees’ ability to certify for deemed financial hardship and unforeseen emergency withdrawal when conditions are met
- Higher age-based catch-up contribution limits for ages 60-63

Fiscal and Budget Impact

Contributions to the affected plans are made by employees; the City’s plan administration fees will not be affected by these changes.

Recommendation

Staff recommends that the City Council approve the Resolution at the October 27 City Council meeting.

Next Steps

If approved, City staff will implement the aforementioned plan design changes to the MissionSquare plan.

Attachments

1. A Resolution Authorizing Staff to Implement Certain Provisions of the SECURE 2.0 Act to the City of Urbana Deferred Compensation Plan with MissionSquare Retirement.

Originated by: Femi Fletcher, Human Resources Manager

Reviewed: Elizabeth Hannan, Human Resources and Finance Director
Matthew Roeschley, City Attorney

Approved: Darius White, City Administrator

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING STAFF TO IMPLEMENT CERTAIN PROVISIONS
OF THE SECURE 2.0 ACT TO THE CITY OF URBANA DEFERRED
COMPENSATION PLAN WITH MISSIONSQUARE RETIREMENT**

WHEREAS, On August 2, 1976, the City Council approved Resolution No. 7677-R6 establishing a deferred compensation plan with International City Management Association (now MissionSquare Retirement); and

WHEREAS, the Setting Every Community Up for Retirement Enhancement 2.0 (SECURE 2.0) Act was signed into federal law on December 29, 2022; and

WHEREAS, the SECURE 2.0 Act provides for certain mandated and optional plan changes for Roth and 457(b) retirement plan accounts; and

WHEREAS, the mandatory plan changes requiring action by the City include account changes to 457(b) plans to permit Roth contribution features, and must be implemented no later than December 31, 2025; and

WHEREAS, said mandatory plan changes require amendments to the City's MissionSquare Retirement Plan Account that require City Council authorization.

NOW, THEREFORE, BE IT RESOLVED by the City Council, of the City of Urbana, Illinois, that The City of Urbana authorizes the Mayor to amend the affected MissionSquare Retirement Plan to include the following provisions, in accordance with the SECURE 2.0 Act:

Section 1. Add designated Roth features to 457(b) plans, as defined in the Act.

Section 2. Allow emergency withdrawal provision for certain emergency circumstances, as defined in the Act.

Section 3. Allow distributions, as defined in the Act, in the event of qualified federally declared disaster relief.

Section 4. Allow penalty-free withdrawals for individuals in case of domestic abuse.

Section 5. Allow participants to certify for deemed financial hardship and unforeseen emergency withdrawal conditions are met.

Section 6. Allow higher age-based catch-up contribution limits for ages 60-63.

PASSED BY THE CITY COUNCIL this ____ day of _____, ____.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, ____.

DeShawn B. Williams, Mayor



City of Urbana
400 S. Vine Street, Urbana, IL 61801
www.urbanail.gov

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 20, 2025, Committee of the Whole
Subject: A Resolution Approving and Authorizing the Execution of a Revised Intergovernmental Agreement for Geographic Information System Services

Summary

Action Requested

City Council is being asked to pass the attached resolution to approve and authorize the execution of a revised Intergovernmental Agreement (IGA) with the Champaign County Geographical Information System Consortium (CCGIS) and Champaign County for GIS services.

Brief Background

The proposed IGA is a revision to an IGA that is currently in effect. The purpose of the IGA is to provide a contractual basis for CCGISC providing GIS services to the City. Revisions to the IGA were warranted because the City is migrating its GIS data from servers that are owned and managed by CCGISC and Champaign County to servers that are owned and managed by the City. Since the City's GIS data will no longer be hosted by CCGISC, aspects of the current IGA relating to data hosting, ArcGIS enterprise administration, and server management were removed. A copy of the revised IGA showing all markups to the original IGA is included for your reference. Like the original IGA, the revised IGA automatically renews annually unless it is terminated.

Relationship to City Services and Priorities

Impact on Core Services

The City's Geographic Information System (GIS) is managed by the Engineering Division of Public Works. The City's GIS supports core services at the City and provides the public with data and applications.

Strategic Goals & Plans

The City's GIS is a key tool in support of multiple Mayor and City Council Strategic Goals 2024-2025, including but not limited to:

- Infrastructure asset management plans (Action Step 3.1.a)
- Zoning Ordinance maps (Action Step 3.2.c)

The City's GIS is a foundational tool for developing and implementing the Comprehensive Plan and the Capital Improvement Plan, among other City plans.

Previous Council Actions

The original IGA was approved by City Council through Resolution No. 2023-08-078R.

Discussion*Additional Background Information*

The City is migrating its GIS data from CCGISC-owned servers to City-owned servers to allow for direct administrative control over City data by City staff.

Recommendation

City Council is asked to pass the attached resolution to approve and authorize the execution of a revised IGA with the CCGISC and Champaign County for GIS services.

Next Steps

If the attached resolution is passed, the Mayor will execute the revised IGA on behalf of the City.

Attachments

1. A Resolution Approving and Authorizing the Execution of a Revised Intergovernmental Agreement for Geographic Information System Services.
2. Intergovernmental Agreement for Geographic Information System Services between the Champaign County GIS Consortium and the City of Urbana (Revised October 2025).
3. Copy of Revised IGA showing Full Markups of the Original IGA.

Originated by: John C. Zeman, City Engineer

Reviewed: Vince Gustafson, Interim Public Works Director

Approved: Darius White, City Administrator

RESOLUTION NO. 2025-10- R

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF REVISIONS TO AN INTERGOVERNMENTAL AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEM SERVICES

WHEREAS, the City of Urbana (the “Urbana”) is an Illinois municipal corporation and a home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the statutes of the State of Illinois; and,

WHEREAS, the Champaign County Geographic Information Consortium (hereinafter “CCGIS”), and Champaign County (hereinafter “County”) are bodies of politic organized under the laws of the State of Illinois; and,

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance;

WHEREAS, the CCGISC, the County, and Urbana entered into an Intergovernmental Agreement (IGA) on November 9, 2023, to provide Urbana with Geographic Information System (GIS) services, as approved by Urbana City Council through Resolution No. 2023-08-078R; and

WHEREAS, revisions to the current IGA with the CCGISC and the County for GIS services have been negotiated on terms acceptable to both parties.

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

Section 1.

The City of Urbana hereby enters into the revised IGA with the CCGISC and the County for GIS services.

Section 2.

The terms of the revised IGA are hereby approved.

Section 3.

The Mayor is hereby authorized to take all necessary steps to implement the terms of the revised IGA, including the execution of any required documents.

Section 4.

This Resolution shall take effect immediately upon passage.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2025.

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2025.

DeShawn B. Williams, Mayor



Champaign County
City of Champaign
City of Urbana
University of Illinois
Village of Rantoul
Village of Mahomet
Village of Savoy
Village of St. Joseph

**INTERGOVERNMENTAL AGREEMENT
FOR GEOGRAPHIC INFORMATION SYSTEM SERVICES
BETWEEN THE CHAMPAIGN COUNTY GIS CONSORTIUM AND THE CITY OF URBANA
(REVISED OCTOBER 2025)**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “the Agreement”) is entered by and between the City of Urbana (hereinafter “Urbana”), the Champaign County Geographic Information Consortium (hereinafter “CCGIS”), and Champaign County (hereinafter “County”) (collectively “the Parties”) on the date that it is fully executed by both the Parties.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the CCGISC, the County, and Urbana wish to cooperate to provide Urbana with GIS and IT services.

NOW, THEREFORE, pursuant to the Intergovernmental Cooperation Act 5 ILCS 22/1 et. seq. and in consideration of the terms, conditions and covenants contained herein, or attached hereto and incorporated by reference, the Parties agree as follows:

1. **Employment of CCGISC:** Urbana hereby agrees to engage the CCGISC, and the CCGISC hereby agrees to perform the services set forth in this contract.
2. **Cooperation of Urbana:** Urbana will make available at no cost to the CCGISC any information and data in the possession of Urbana that is required to complete mutually agreed upon GIS related services.
3. **Personnel:** The CCGISC represents that it has, or will secure its own expense, all personnel required in performing the services under this contract.
4. **Scope of Services:** CCGISC will provide GIS services and data as described in the Scope of Services at Appendix A.
5. **Quality Control:** CCGISC will utilize GIS best practice techniques when creating, reviewing, or maintaining data for the Urbana. These best practice techniques include topology and data integrity checks. The final quality control checks are the responsibility of Urbana.
6. **Data Ownership:** All data produced under the scope of this agreement that is not considered CCGISC Custodial, Repository, or Production data per the CCGISC Digital Data Policy (https://www.ccgisc.org/AdminDocs/CCGISDataPolicy_Complete.pdf) shall be the property of Urbana. Urbana will grant to the CCGISC the right to store the data on CCGISC computers for the term of this agreement. The data produced under the scope of this agreement shall not be distributed by the CCGISC in any form to any entity without the consent of Urbana. After termination of this agreement, the CCGISC will, upon direction of Urbana, remove all Urbana data from CCGISC computers.

7. Compensation: Urbana agrees to pay the CCGISC the hourly cost rate of the CCGISC staff for services rendered as found in the Scope of Services at Appendix A. Hourly cost rates may change each term due to staff changes, salary increases, or changes in benefits. CCGISC shall increase or decrease the hourly rate accordingly. CCGISC shall notify Urbana of any hourly rate and/or fee changes prior to the beginning of each term.
8. Term: The initial term of this Agreement shall begin on **July 1, 2025, and end June 30, 2026**. Thereafter, the Agreement shall automatically renew from July 1st through June 30th of each subsequent year unless terminated for cause or convenience pursuant to Paragraph 9 or 10 herein.
9. Termination of Contract for Cause: If for any cause, CCGISC shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if CCGISC violates any of the covenants, agreements, or stipulations of this Agreement, Urbana shall thereupon provide written notice to CCGISC of its intent to terminate and the specific reason for termination. CCGISC shall have ten (10) days from the receipt of notice to cure any default or any longer period of time to which the Parties agree in writing. If CCGISC fails to cure to Urbana's satisfaction Urbana may exercise its right to terminate the Agreement under this paragraph. The annual fee shall be prorated based on the hours of work completed at the date of termination and returned to Urbana. Should the number of work hours exceed the number of hours used to calculate the annual fee, no funds shall be returned to Urbana.
- Likewise, if for any cause, Urbana shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if Urbana violates any of the covenants, agreements, or stipulations of this Agreement, CCGISC shall thereupon provide written notice to Urbana of its intent to terminate and the specific reason for termination. Urbana shall have ten (10) days from the receipt of notice to cure any default or any longer period of time to which the Parties agree in writing. If Urbana fails to cure to CCGISC's satisfaction CCGISC may exercise its right to terminate the Agreement under this paragraph. The annual fee shall be prorated based on the hours of work completed at the date of termination and returned to Urbana. Should the number of work hours exceed the number of hours used to calculate the annual fee, no funds shall be returned to Urbana.
10. Termination of Contract for Convenience: This agreement may be terminated by either party at any time by a notice in writing to the other party at least thirty (30) days before such terminations. Notice of termination shall be sent to the CCGISC, 102 East Main Street, Urbana, Illinois 61801-2744. Once the Contract is terminated as provided herein, a determination of the number of hours the CCGISC has completed for a contracted service shall be made. Final payment for all service hours completed by the CCGISC employee for a contracted service shall be paid to the CCGISC.
11. Notice: For purposes of notice under this Agreement, including Paragraph 9 and 10 herein, notice to each party shall be sent as follows:

To CCGISC via US Mail to: CCGISC, 102 East Main Street, Urbana, Illinois 61801-2744;
and via email to: Director of CCGISC, lbrehob-riley@co.champaign.il.us

To Urbana via US Mail to: Urbana Public Works, 706 S Glover Avenue, Urbana, Illinois 61802;
and via email to: City Engineer, john.zeman@urbanail.gov

The addresses and email addresses above may be amended from time-to-time by mutual agreement of the Parties in writing.

- 12. Indemnification: The Parties expressly covenant not to sue and agree to indemnify, defend, and hold harmless the other and its members, agents, and employees from and against any and all claims, costs, damages, expenses (including attorney’s fees), fines, and/or penalties which may be asserted against either party or its members, agents, or employees for or with respect to any and all actions taken pursuant to this Agreement. Each party shall obtain and maintain at its own expense appropriate insurance providing coverage for comprehensive general liability and professional liability, having such limits and deductibles, and upon such terms and conditions, as are common and customary.
- 13. Data Access: Every effort will be made to ensure Urbana is able to access their data, websites, custom applications, etc. 7 days a week, 24 hours a day, including holidays. Exceptions include periods of preventive or remedial maintenance and/or operational or security issues. CCGISC will not be liable, financially, or otherwise, for periods of inaccessibility.
- 14. Changes: Urbana may, from time to time, request changes in the services of the CCGISC to be performed hereunder. Such changes, including any increase or decrease in the amount of the CCGISC's compensation, which are mutually agreed upon by and between Urbana and the CCGISC, shall be incorporated in written amendments to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its officers as of the date first written above.

City of Urbana

CCGIS

BY: DeShawn B. Williams
Title: Mayor

BY: Steve Summers
Title: County Executive

Signature

Signature

Date

Date

APPENDIX A

1.0 SCOPE OF SERVICES

The City of Urbana (Urbana) has identified the need for periodic GIS support and guidance (GIS services). To that end, the following scope of services is being proposed for consideration by Urbana.

1.1 GIS Services

This Agreement allows CCGISC to complete any requested GIS tasks or services without the need to enter into subsequent agreements. Prior to the beginning of a task, an informal cost proposal will be supplied by CCGISC to Urbana. Work on a project will not begin until Urbana accepts the cost proposal. As Urbana is a member of the Champaign County GIS Consortium, CCGISC can offer GIS support to Urbana at staff hourly cost rates. These rates are subject to change July 1st of each year.

2.0 FEES

CCGISC proposes to perform the above-described services based on the fees as described below.

2.1 GIS Services

The staff hourly cost rates listed by staff classification are directly calculated from the staff hourly pay rates.

Staff Classification	Hourly Cost Rate* <i>(July 1, 2025 – June 30, 2026)</i>
GIS Technician	\$38.57
GIS Specialist	\$49.64
GIS Analyst	\$60.68
GIS Programmer	\$67.98
GIS Manager	\$80.42

**Hourly cost rates are subject to change on July 1st, the beginning of each term. Changes are due to staff changes, salary increases or decreases, or changes in benefits. CCGISC shall notify Urbana of any rate changes prior to the beginning of each term.*



Champaign County
 City of Champaign
 City of Urbana
 University of Illinois
 Village of Rantoul
 Village of Mahomet
 Village of Savoy
 Village of St. Joseph

**INTERGOVERNMENTAL AGREEMENT
 FOR GEOGRAPHIC INFORMATION SYSTEM SERVICES
 BETWEEN THE CHAMPAIGN COUNTY GIS CONSORTIUM AND THE CITY OF URBANA
 (REVISED OCTOBER 2025)**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “the Agreement”) is entered by and between the City of Urbana (hereinafter “Urbana”), the Champaign County Geographic Information Consortium (hereinafter “CCGIS”), and Champaign County (hereinafter “County”) (collectively “the Parties”) on the date that it is fully executed by both the Parties.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the CCGISC, the County, and Urbana wish to cooperate to provide Urbana with GIS and IT services.

NOW, THEREFORE, pursuant to the Intergovernmental Cooperation Act 5 ILCS 22/1 et. seq. and in consideration of the terms, conditions and covenants contained herein, or attached hereto and incorporated by reference, the Parties agree as follows:

1. Employment of CCGISC: Urbana hereby agrees to engage the CCGISC, and the CCGISC hereby agrees to perform the services set forth in this contract.
2. Cooperation of Urbana: Urbana will make available at no cost to the CCGISC any information and data in the possession of Urbana that is required to complete mutually agreed upon GIS related services.
3. Personnel: The CCGISC represents that it has, or will secure its own expense, all personnel required in performing the services under this contract.
4. Scope of Services: CCGISC will provide GIS services and data as described in the Scope of Services at Appendix A.
5. Quality Control: CCGISC will utilize GIS best practice techniques when creating, reviewing, or maintaining data for the Urbana. These best practice techniques include topology and data integrity checks. The final quality control checks are the responsibility of Urbana.
6. Data Ownership: All data produced under the scope of this agreement that is not considered CCGISC Custodial, Repository, or Production data per the CCGISC Digital Data Policy (<https://www.ccgisc.org/AdminDocs/CCGISDataPolicy Complete.pdf>) shall be the property of Urbana. Urbana will grant to the CCGISC the right to store the data on CCGISC computers for the term of this agreement. The data produced under the scope of this agreement shall not be distributed by the CCGISC in any form to any entity without the consent of Urbana. After termination of this agreement, the CCGISC will, upon direction of Urbana, remove all Urbana data from CCGISC

computers.

7. Compensation: Urbana agrees to pay the CCGISC the hourly cost rate of the CCGISC staff for services rendered as found in the Scope of Services at Appendix A. Hourly cost rates may change each term due to staff changes, salary increases, or changes in benefits. CCGISC shall increase or decrease the hourly rate accordingly. ~~The Urbana also agrees to pay CCGISC the Data Hosting and ArcGIS Enterprise Administration & Server Management fees as described in the Scope of Services at Appendix A.~~ CCGISC shall notify Urbana of any hourly rate and/or fee changes prior to the beginning of each term.
8. Term: The initial term of this Agreement shall begin on **July 1, 2023**~~2025~~, and end **June 30, 2024**~~2026~~. Thereafter, the Agreement shall automatically renew from July 1st through June 30th of each subsequent year unless terminated for cause or convenience pursuant to Paragraph 9 or 10 herein.
9. Termination of Contract for Cause: If for any cause, CCGISC shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if CCGISC violates any of the covenants, agreements, or stipulations of this Agreement, Urbana shall thereupon provide written notice to CCGISC of its intent to terminate and the specific reason for termination. CCGISC shall have ten (10) days from the receipt of notice to cure any default or any longer period of time to which the Parties agree in writing. If CCGISC fails to cure to Urbana's satisfaction Urbana may exercise its right to terminate the Agreement under this paragraph. The annual fee shall be prorated based on the hours of work completed at the date of termination and returned to Urbana. Should the number of work hours exceed the number of hours used to calculate the annual fee, no funds shall be returned to Urbana.
- Likewise, if for any cause, Urbana shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if Urbana violates any of the covenants, agreements, or stipulations of this Agreement, CCGISC shall thereupon provide written notice to Urbana of its intent to terminate and the specific reason for termination. Urbana shall have ten (10) days from the receipt of notice to cure any default or any longer period of time to which the Parties agree in writing. If Urbana fails to cure to CCGISC's satisfaction CCGISC may exercise its right to terminate the Agreement under this paragraph. The annual fee shall be prorated based on the hours of work completed at the date of termination and returned to Urbana. Should the number of work hours exceed the number of hours used to calculate the annual fee, no funds shall be returned to Urbana.
10. Termination of Contract for Convenience: This agreement may be terminated by either party at any time by a notice in writing to the other party at least thirty (30) days before such terminations. Notice of termination shall be sent to the CCGISC, ~~1776 East Washington Street~~102 East Main Street, Urbana, Illinois 61801~~3-27447760~~. Once the Contract is terminated as provided herein, a determination of the number of hours the CCGISC has completed for a contracted service shall be made. Final payment for all service hours completed by the CCGISC employee for a contracted service shall be paid to the CCGISC.
11. Notice: For purposes of notice under this Agreement, including Paragraph 9 and 10 herein, notice to each party shall be sent as follows:

To CCGISC via US Mail to: CCGISC, ~~1776-102~~ East ~~Main~~Washington Street, Urbana, Illinois 61801~~3-27447760~~;

and via email to: Director of CCGISC, lbrehob-riley@co.champaign.il.us

To Urbana via US Mail to: Urbana Public Works, 706 S Glover Avenue, Urbana, Illinois 61802;
and via email to: ~~Public Works Director, tcowan@urbanainline.us; and~~
____City Engineer,
jczeman@urbanainline.usjohn.zeman@urbanail.gov

____The addresses and email addresses above may be amended from time-to-time by mutual agreement of the Parties in writing.

- 12. Indemnification: The Parties expressly covenant not to sue and agree to indemnify, defend, and hold harmless the other and its members, agents, and employees from and against any and all claims, costs, damages, expenses (including attorney’s fees), fines, and/or penalties which may be asserted against either party or its members, agents, or employees for or with respect to any and all actions taken pursuant to this Agreement. Each party shall obtain and maintain at its own expense appropriate insurance providing coverage for comprehensive general liability and professional liability, having such limits and deductibles, and upon such terms and conditions, as are common and customary.
- 13. Data Access: Every effort will be made to ensure Urbana is able to access their data, websites, custom applications, etc. 7 days a week, 24 hours a day, including holidays. Exceptions include periods of preventive or remedial maintenance and/or operational or security issues. CCGISC will not be liable, financially, or otherwise, for periods of inaccessibility.
- 14. Changes: Urbana may, from time to time, request changes in the services of the CCGISC to be performed hereunder. Such changes, including any increase or decrease in the amount of the CCGISC's compensation, which are mutually agreed upon by and between Urbana and the CCGISC, shall be incorporated in written amendments to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its officers as of the date first written above.

City of Urbana

CCGIS

BY: DeShawn B. Williams BY: Steve Summers
 Title: Mayor Title: County Executive

Signature

Signature

Date

Date

APPENDIX A

1.0 SCOPE OF SERVICES

The City of Urbana (Urbana) has identified the need for ~~consistent, continuous, and centralized~~periodic GIS support and guidance (GIS services). To that end, the following scope of services is being proposed for consideration by Urbana.

1.1 GIS Services

This Agreement allows CCGISC to complete any requested GIS tasks or services without the need to enter into subsequent agreements. Prior to the beginning of a task, an informal cost proposal will be supplied by CCGISC to Urbana. Work on a project will not begin until Urbana accepts the cost proposal. As Urbana is a member of the Champaign County GIS Consortium, CCGISC can offer GIS support to Urbana at staff hourly cost rates. These rates are subject to change July 1st of each year.

~~1.2 Data Hosting~~

~~Urbana shall utilize resources of CCGISC to store the Urbana GIS data in an Enterprise Geodatabase. This will allow Urbana to minimize data layer redundancy and confusion and help ensure long term data integrity. In addition, edits made by either party could be immediately viewed by the other party. The Urbana data will be maintained in a dedicated and separate database. Approximately one month of backups will be retained on a CCGISC server. In addition, one backup per month shall be archived. Archives shall be provided to Urbana upon request.~~

~~1.3 ArcGIS Enterprise (Portal/Server/Data Store) Administration & Server Management~~

~~CCGISC shall provide Urbana with the necessary virtual server(s) to house Urbana's ArcGIS Enterprise software. CCGISC will also be responsible for the administration of this software. This includes, but is not limited to, ArcGIS Enterprise software installation, upgrades, configuration, and management. Physical server and virtual server management (*hardware upgrades, creation of virtual servers, operating system upgrades, etc.*) shall be performed by the County Information Technology (IT) department.~~

~~Urbana is responsible for the purchase of all ESRI ArcGIS licenses and users.~~

2.0 FEES

CCGISC proposes to perform the above-described services based on the fees as described below.

2.1 GIS Services

The staff hourly cost rates listed by staff classification are directly calculated from the staff hourly pay rates.

Staff Classification	Hourly Cost Rate* (July 1, 2023-2025 - June 30, 20242026)
GIS Technician	\$38,7738.57
GIS Specialist	\$41,3949.64
GIS Analyst	\$54,4860.68
GIS Programmer	\$60,8567.98
GIS Manager	\$73,0480.42

*Hourly cost rates are subject to change on July 1st, the beginning of each term. Changes are due to staff changes, salary increases or decreases, or changes in benefits. CCGISC shall notify Urbana of any rate changes prior to the beginning of each term.

~~2.2 Data Hosting~~

~~Costs associated with data hosting are derived from software and hardware costs based on the estimated percentage of server usage. Server usage is determined by the estimated size of the Urbana GIS data. Costs subject to change at the beginning of each term, fluctuations based on % usage, software, and server costs.~~

~~Estimated Server Costs
 15% of \$12,000 is \$1800; \$1800/4 = \$450.00..... **\$450.00 / year**
 Servers are purchased on a 4 year rotation.~~

~~Annual Software Costs
 15% of \$6,155.00..... **\$923.25 / year**~~

~~**Annual Data Hosting Fee: \$1,373.25**~~

~~2.3 ArcGIS Enterprise (Portal/Server/Data Store) Administration & Server Management~~

~~Costs associated with data hosting are derived from software and hardware costs based on the estimated percentage of server usage. Server usage is determined by the number and size of published services and usage. Costs subject to change at the beginning of each term, fluctuations based on staff hourly rates, number of virtual servers, % usage, software, and server costs.~~

~~Estimated Server Costs
 15% of \$12,000 is \$1800; \$1800/4 = \$450.00..... **\$450.00 / year**
 Servers are purchased on a 4 year rotation.~~

~~ArcGIS Enterprise Administration Costs
 30 hours annually at Level 2 (Programmer) Support..... **\$1,825.50 / year**~~

~~Server Management Costs (1 Virtual Server)
 County Information Technology Management Fee **\$750.00 / year**~~

~~**Annual Server Administration & Management Fee: \$3,025.50**~~



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 20, 2025 Committee of the Whole
Subject: Resolution for Improvement under the Illinois Highway Code (State Motor Fuel Tax for Windsor Road from Philo to High Cross)

Summary

Action Requested

City Council is being asked to pass the attached resolution to appropriate \$13,000 of State Motor Fuel Tax (State MFT) funds for Phase I Preliminary Engineering for Windsor Road (Philo to High Cross), Section 00-00361-00-ES.

Brief Background

The Illinois Department of Transportation (IDOT) is currently conducting a State MFT documentation audit on the City's records from 2012 through 2024. Their audit revealed inconsistencies in previous audits dating back to the mid-1990's. Most of the inconsistencies can be corrected with minor, administrative adjustments that do not impact the City's State MFT fund balance. Review of Section 00-00361-00-ES revealed that \$12,221.18 of State MFT funds were spent in excess of the amount appropriated through a State MFT resolution. The attached resolution for \$13,000 will reconcile the deficit and avoid impact to the City's State MFT fund balance. The engineering services for Section 00-00361-00-ES were completed in early 2007 for construction on Windsor Road (Philo to High Cross) that was completed in 2011.

Relationship to City Services and Priorities

Impact on Core Services N/A

Strategic Goals & Plans N/A

Previous Council Actions

In 2003, City Council passed State MFT Resolution 2003-02-003R to appropriate \$57,750 for Phase I Preliminary Engineering for Windsor Road (Philo to High Cross), Section 00-00361-00-ES.

Discussion

Additional Background Information

The City utilizes State MFT funds for a project by first passing a resolution through Council to appropriate an amount. The Illinois Department of Transportation (IDOT), which oversees the State MFT program, verifies that the City will have an adequate balance in its State MFT fund

throughout the life of the project before approving the appropriation. Adequate State MFT funds must be appropriated before the City can enter engineering agreements or construction contracts that are paid with State MFT.

Fiscal and Budget Impact

If the attached resolution were passed, then no changes would be required to the City's State MFT fund balance. If the attached resolution were not passed, then the City would need to refund its State MFT fund by transferring \$12,221.18 from another account, such as the Local MFT fund or the Capital Replacement and Improvement (CR&I) fund.

Recommendation

City Council is asked to pass the attached resolution to appropriate \$13,000 of State Motor Fuel Tax (State MFT) funds for Phase I Preliminary Engineering for Windsor Road (Philo to High Cross), Section 00-00361-00-ES.

Next Steps

If the attached resolution is passed, staff will submit the resolution to IDOT to complete the documentation audit for Section 00-00361-00-ES.

Attachments

1. Resolution for Improvement Under the Illinois Highway Code (State Motor Fuel Tax for Windsor Road from Philo to High Cross)
2. Location Map on Cover Page of Project Development Report, Approved February 9, 2007

Originated by: John C. Zeman, City Engineer

Reviewed: Vince Gustafson, Interim Public Works Director

Approved: Darius White, City Administrator



Resolution for Improvement Under the Illinois Highway Code

Item G3.

Is this project a bondable capital improvement?
[X] Yes [] No

Table with Resolution Type (Supplemental), Resolution Number (2025-10-__R), and Section Number (00-00361-00-ES)

BE IT RESOLVED, by the Council of the City of Urbana, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: Windsor Road, 1.47, FAU 7145, Philo Road, High Cross Road

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of additional funds for an engineering study for a combined design report. This supplemental resolution will reconcile a deficit of MFT appropriations that was identified by IDOT through an audit.

2. That there is hereby appropriated the sum of thirteen thousand and 00/100 Dollars (\$13,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Darcy E. Sandefur, Clerk in and for said City of Urbana

of Urbana in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Urbana at a meeting held on

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date Department of Transportation

PROJECT DEVELOPMENT REPORT VOLUME I WINDSOR ROAD / F.A.U. 7145



**Foth & Van Dyke/
Daily Division**

1610 Broadmoor Drive
Champaign, IL 61821
Phone: 217/352-4169
Fax: 217/352-0085
Email: tovermyer@foth.com

Section 00-00361-00-ES
Project No. M-5181(35)
City of Urbana
Champaign County
April, 2006
D&A File No. 333.66



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 20, 2025, Committee of the Whole
Subject: A Resolution Approving and Authorizing the Execution of a License Agreement with Icon Hospitality, LLC (Two Signs adjacent to Hotel Royer)

Summary

Action Requested

City Council is being asked to pass the attached resolution to approve and authorize the execution of a license agreement with Icon Hospitality, LLC, allowing them to construct, maintain, operate, and repair two (2) above-ground Hotel Royer signs within the public rights-of-way and property adjacent to Hotel Royer in Urbana.

Brief Background

Icon Hospitality, LLC, the owner of Hotel Royer, proposes to construct two (2) new Hotel Royer signs: one at the southeast corner of S. Race Street and W. Elm Street and another at the northeast corner of S. Race Street and W. Green Street. Both locations are within the public street right-of-way and are adjacent to Hotel Royer. Exhibit A includes a maps that show the proposed sign locations.

Relationship to City Services and Priorities

Impact on Core Services N/A

Strategic Goals & Plans N/A

Previous Council Actions N/A

Discussion

Fiscal and Budget Impact

Icon Hospitality, LLC will pay the City an annual license fee of \$12.96 per year (13.5 total square feet of right-of-way and City-owned property at the current rate of \$0.96 per square foot).

Recommendation

City Council is asked to pass the attached resolution to approve and authorize the execution of a license agreement with Icon Hospitality, LLC, allowing them to construct, maintain, operate, and repair two (2) above-ground Hotel Royer signs within the public rights-of-way and property adjacent to Hotel Royer in Urbana.

Next Steps

If the attached resolution is passed, the Mayor will execute the license agreement, City staff will record the agreement with the Champaign County Recorder. Icon Hospitality, LLC can proceed with construction and maintenance of the two (2) proposed Hotel Royer signs after they obtain a sign permit and a right-of-way permit.

Attachments

1. A Resolution Approving and Authorizing the Execution of a License Agreement with Icon Hospitality, LLC (Two Signs adjacent to Hotel Royer).
2. License Agreement with Icon Hospitality, LLC (Two Signs adjacent to Hotel Royer).
 - a. Exhibit A: Maps showing location and extent of licensed area.
 - b. Exhibit B: Conceptual drawings of proposed signs.

Originated by: Daniel A. Rothermel, Land Surveyor
John C. Zeman, City Engineer

Reviewed: Vince Gustafson, Interim Public Works Director

Approved: Darius White, City Administrator

RESOLUTION NO. 2025-10- R

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A LICENSE AGREEMENT WITH ICON HOSPITALITY, LLC**

(Two Signs adjacent to Hotel Royer)

WHEREAS, the City Council, in its discretion and consistent with applicable law, may authorize, by resolution, the Mayor to execute license agreements on behalf of the City for use of public rights-of-way where such use will involve the placement or installation of any facility on the surface of or above the ground in a public right-of-way; and

WHEREAS, the City Council, after due consideration, finds that approving the agreement as herein provided is in the best interests of the residents of the City and is desirable for the welfare of the City's government and affairs.

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

A right-of-way license agreement between **Icon Hospitality, LLC** and the City of Urbana for two (2) Hotel Royer signs adjacent to Hotel Royer, in substantially the form of the copy of said agreement attached hereto and hereby incorporated by reference, is hereby authorized and approved. The Mayor of the City of Urbana is hereby authorized to execute and deliver said agreement as so authorized and approved for and on behalf of the City of Urbana.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2025.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2025.

DeShawn B. Williams, Mayor

This instrument was prepared by:

Public Works Director
City of Urbana
706 Glover Avenue
Urbana, Illinois 61802

Mail recorded document to:

Public Works Director
City of Urbana
706 Glover Avenue
Urbana, Illinois 61802

City of Urbana – Champaign County

RIGHT-OF-WAY LICENSE AGREEMENT

Icon Hospitality, LLC
2658 W. Devon Avenue
Chicago, Illinois 60659

RIGHT-OF-WAY LICENSE AGREEMENT

This agreement is made between **Icon Hospitality, LLC**, an Illinois limited liability company, (“Licensee”) and the **City of Urbana**, an Illinois municipal corporation (“City”), each a “party” and together the “parties,” and is effective on the last date signed by a party hereto. The Licensee and the City agree as follows:

1. **Grant of license.** The City hereby grants, and the Licensee hereby accepts a nonexclusive, nontransferable, nonassignable, and revocable license to construct, maintain, and repair two (2) proposed **Hotel Royer** signs, (“Facility”) within the public right-of-way and/ or property (“Licensed Property”). For purposes of this Agreement, the Licensed Property shall be the property described in Exhibit A.

- A. The license granted herein gives the Licensee permission to use the Licensed Property for the limited purposes and pursuant to the terms and conditions stated in this agreement. The license is not a warranty of title and does not convey any right, title, or interest in the Licensed Property.
- B. The license granted herein is subject to the rights of any public utility or other person or entity currently having rights, licenses, franchises, or easements in and about the Licensed Property.
- C. The Licensee shall fully and faithfully perform and comply with all terms, conditions, and covenants contained in this agreement. If the Licensee fails to perform or comply with any term, condition, or covenant in this agreement, the City may revoke the license after giving the Licensee a period in which to cure such failure as set forth in this agreement.
- D. The Licensee shall not transfer or assign the license granted herein.
- E. The license granted herein is nonexclusive and at all times subordinate to the City's and the public's use of the Licensed Property for purposes normally associated with a public right-of-way. Accordingly, if necessary to accommodate repair, maintenance, or construction of City utilities or improvements to the Licensed Property, the Licensee shall, at its sole cost, relocate or remove all or any portion of the Facility not more than 90 days after the City's Public Works Director (“Director”) directs such relocation or removal in writing.
- F. The Licensee shall use its best efforts to maintain contractors on any work project involving the Right-of-way and to work toward its timely completion, barring inclement weather or other situations determined to be beyond the Licensee's control.

2. **Term; termination.** The initial term of this agreement is 20 years from the effective date. Upon expiration of this initial term or any renewal term, this agreement automatically

renews for a subsequent term of five years, unless, no fewer than 90 days before the scheduled expiration of the current term, either party provides written notice to the other party of the intent not to renew. The parties may terminate this agreement at any time by mutual written consent. Either party may terminate this agreement for cause by giving written notice to the other party at least 45 days before the proposed termination. Such party shall specify the reason or reasons for such termination in the written notice and shall specifically state that such termination will become effective on a date at least 45 days after the date thereof if the other party does not completely cure the reason or reasons for such notice of termination.

3. **Fee.** On the effective date of this agreement and on each anniversary of such date thereafter, the Licensee shall pay to the City, in advance and without demand, an annual fee of \$0.96/ square foot x 13.5 square feet = **\$12.96** as compensation for the license granted under this agreement. The Licensee shall pay to the City the annual fee and all other charges required to be paid under this agreement by cash, valid check, or money order at City of Urbana Accounting, 400 S. Vine Street, Urbana, Illinois 61801. The City may adjust the amount set for compensation on January 1 of each year beginning January 1, 2026, in accordance with the Consumer Price Index (CPI-U) published by the United States Department of Labor, Chicago area, all items for all urban consumers, or other generally recognized index which succeeds the Consumer Price Index.

4. **Installation.** The Licensee warrants that installation and maintenance of the Facility will be done and completed in a good and competent manner, in accordance with all requirements of law, and at no expense to the City.

5. **Plan submission.** The Licensee shall provide design plans to the City for review prior to construction (for the proposed sign).

6. **Maintenance.** The Licensee shall maintain the Facility in good and safe condition and in a manner that complies with all applicable laws.

7. **Repair.** After doing any work within the Licensed Property, the Licensee at its sole cost and expense shall promptly repair and restore to the extent practicable any portion of the right-of-way disturbed by the Licensee, including without limitation all sidewalks, parkways, or pavements, to their original condition or better in accordance with the specifications of the City.

- A. If any such sidewalk, parkway, or pavement becomes uneven, unsettled, or otherwise requires repairing, because of such disturbance by the Licensee, the Licensee, as soon as climatic conditions reasonably permit, shall promptly, and no more than 15 days from receipt of notice from the City to do so, cause such sidewalk, parkway, or pavement to be repaired or restored. The Licensee shall complete such restoration no more than 10 days after the date of commencement of such restoration work. If the Licensee fails to commence and complete the restoration work in the manner and within the times prescribed in this section, the

City may perform such work, and the Licensee shall pay any costs and expenses the City incurs upon written demand by the City.

- B. If such right-of-way or improvement cannot be so repaired, replaced, or restored, the Licensee shall compensate the City for the cost or reasonable value of such improvements in an amount estimated by an independent architect, engineer, or contractor selected by the City.
- C. The Licensee shall promptly repair and restore at its sole cost all damage it causes to any other utility, including but not limited to storm and sanitary sewers and their services, street lighting, traffic signals, field tiles or facilities from any other utility company.
- D. The provisions in this section 7 will survive the termination of this agreement.

8. Removal.

- A. The City may remove and dispose of the Facility, or any portion thereof, upon occurrence of any of the following:
 - (1) an emergency that presents imminent peril to person or property;
 - (2) the Licensee's non-compliance with any term, provision, or covenant that is not cured within the time provided for in this agreement following notice of such non-compliance tendered to the Licensee;
 - (3) the Director or other responsible City official, in good faith, deems the procedure in section 7 impracticable under the circumstances present;
 - (4) termination of this agreement for any reason;
 - (5) the Licensee's abandonment of the Facility in accordance with the provisions in section 9 of this agreement; or
 - (6) expiration of this agreement in the absence of any renewal thereof.
- B. The Licensee shall bear all costs and expenses incurred in the removal and disposal of the Facility and the restoration of the Licensed Property.
- C. If the Licensee fails in any way to make timely payment to the City for such costs and expenses, the Licensee shall pay, in addition to any amount so owed, the City's reasonable attorneys' fees and court costs incurred in the collection of such amount. This provision will survive the termination of this agreement.

9. Lapse and termination. The license granted in this agreement is limited to the construction, maintenance, operation, repair, and removal of the Facility. Any additional use

other than that specifically named in this agreement, without the further express written consent of the City, is a violation of this agreement. Upon cessation of such use, as determined by the Director, this agreement immediately and automatically will lapse and terminate. If the Director believes the Licensee is no longer using the Facility or that it otherwise has been abandoned, he or she shall notify the Licensee in writing that the City is asserting its right to declare this agreement lapsed and terminated. Such notice will state that the Licensee has 30 days to reassert its rights under this agreement and demonstrate that it has not in fact abandoned the Facility and thereby the license granted by this agreement. If the Licensee demonstrates within the 30-day period that it has not abandoned the Facility, this agreement will remain in force and effect according to its terms. If the Licensee does not demonstrate within the 30-day period that it has not abandoned the Facility, this agreement will be deemed lapsed, terminated, and no longer in effect.

10. **Indemnification.** To the extent permitted by law, the Licensee shall protect, indemnify, and defend the City against any and all losses, claims, demands, costs, causes, expenses and fees, including reasonable attorney's fees and the reasonable value of any suit or any other claim or demand for injury or damages in connection with this agreement, including the construction and maintenance of the Facility and Licensed Property, unless such claim, suit, or cause of action was based solely upon the negligence of the City, its employees, agents or contractors. This section will survive the termination of this agreement.

11. **Insurance.** The Licensee represents that it may lawfully provide insurance coverage to the City in connection with the obligations as set forth in this agreement without such obligations being subject to the availability of funds, which may be lawfully applied thereto. Such insurance will be kept in force at all times while the Facility continues to exist at the location described. The Licensee accordingly agrees to provide to the City, upon execution of this agreement, a certificate of insurance evidencing the commercial general liability policy of the Licensee insuring the City as an additional insured for purposes of this agreement with coverage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

12. **Entire agreement; amendment.** This agreement, together with its attachment, constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties and recorded in the Office of the Campaign County Recorder of Deeds.

13. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not constitute acknowledgment of an email for purposes of this section. Each party's address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Icon Hospitality, LLC

Icon Hospitality, LLC
 Attention: Haaris Pervaiz
 2658 W. Devon Avenue
 Chicago, Illinois 60659

City of Urbana

Public Works Director
 City of Urbana
 706 Glover Avenue
 Urbana, Illinois 61802

14. **Non-waiver.** Either party's failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

15. **Severability.** The parties intend this agreement to be enforced to the fullest extent as allowed by law. If any provision of this agreement is found to be unenforceable by any court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect.

16. **Compliance with governmental requirements.**

A. **Right-of-way permit.**

- (1) Except in an emergency as provided in this agreement, the Licensee shall obtain a right-of-way permit from the City before constructing, installing, extending, removing, or otherwise changing the Facility. The permit will indicate the time, manner, and place of the work to be performed. The Licensee shall comply with all conditions of any permits issued to it.
- (2) Along with each application for a permit, the Licensee shall provide the following: prints, plans and maps showing the proposed location and design of the Facility to be constructed; and
- (3) In an emergency that the Licensee believes poses a threat of immediate harm to the public or to any of the Licensee's facilities, the Licensee may access the public way to mitigate the threatened harm without the benefit of a permit. In this case, the Licensee shall advise the City of the emergency at the earliest reasonable opportunity and seek a proper permit within a reasonable period of time thereafter and in the manner as stated in this agreement.

- B. **Applicable law.** The Licensee shall comply with all applicable laws, ordinances, regulations, and requirements of federal, state, county, and local regulatory authorities, including without limitation the applicable provisions of the Urbana City Code regarding rights-of-way and their uses, all of which as may be amended from time to time.

EXHIBIT "A"

Item G4.





S. RACE STREET

W. GREEN STREET

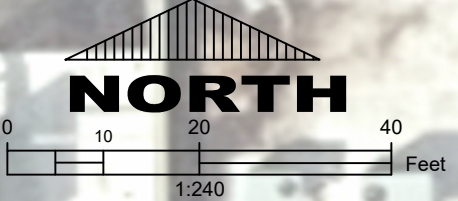
BACK OF WALK

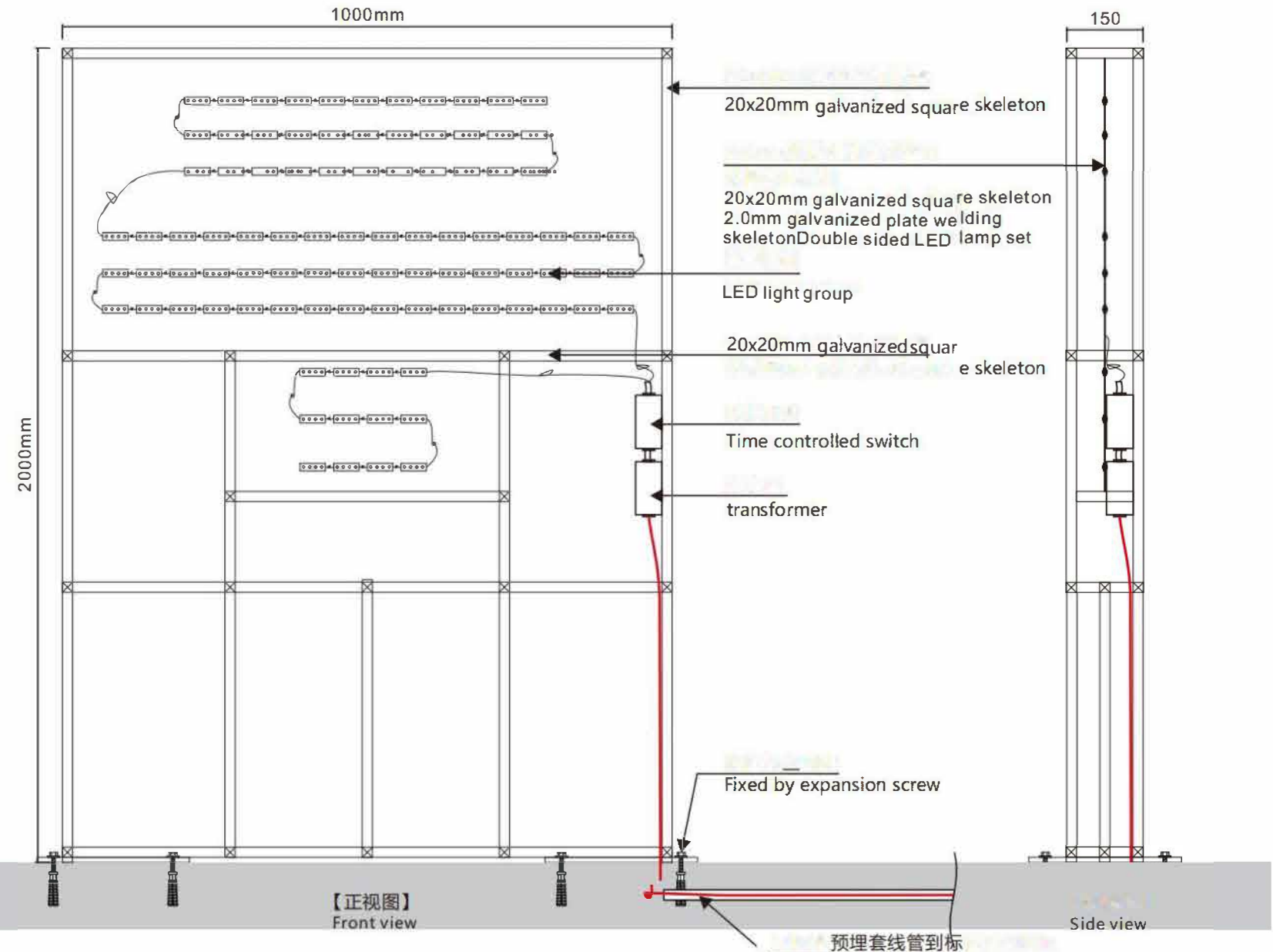
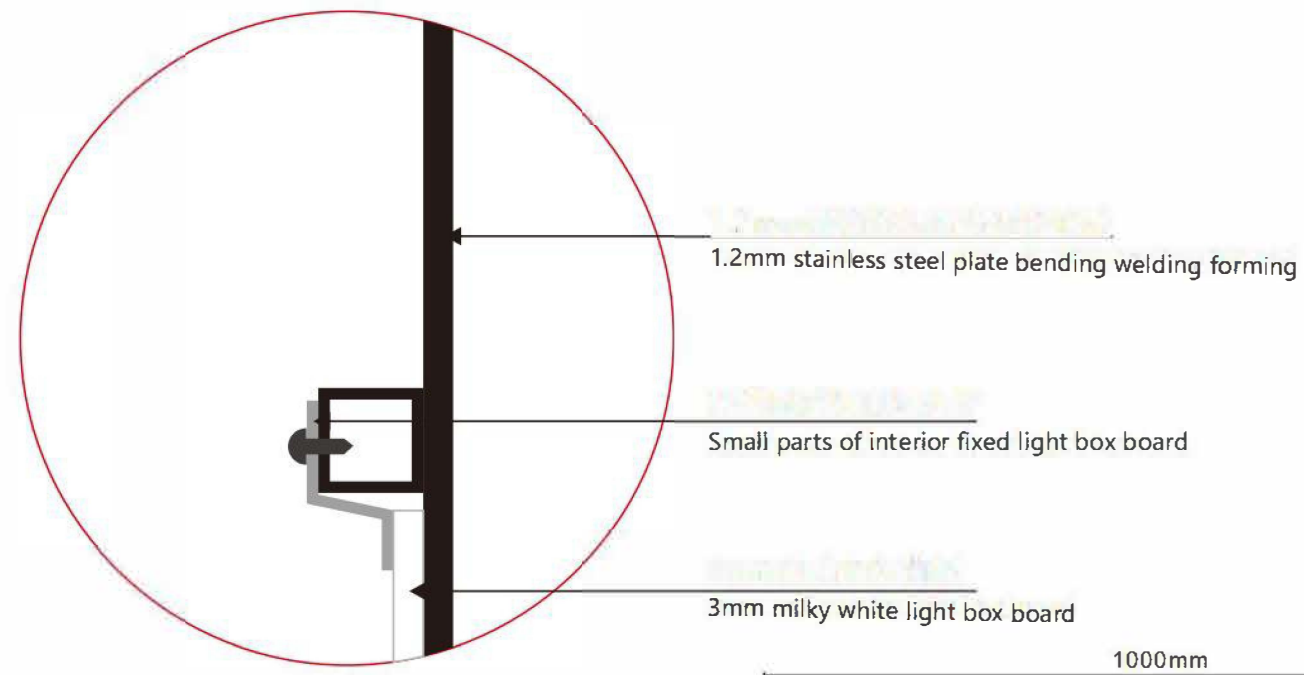
STREET
RIGHT-OF-WAY
LINE

STOP SIGN

PROPOSED
HOTEL ROYER
SIGN LOCATION

STREETLIGHT





The expansion screw shall be fixed by embedding the sleeve pipe to the marked installation position in advance. We do not include the installation and lead to the marked position.

SHEN ZHEN, 518003, P.R.CHINA.
TEL: +86 755 25160926



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 20, 2025, Committee of the Whole
Subject: A Resolution Authorizing Acceptance of an Illinois Arts Council Agency (IACA) Grant for Urbana Arts and Culture Operating Support (FY 25-26)

Summary

Action Requested

The grant has already been awarded to the City; however, the City must adopt a resolution to formally accept the grant and outline the terms under which the funds were provided.

Brief Background

The Urbana Arts and Culture Program was recently awarded a grant by the Illinois Arts Council Agency (IACA) to support general operations of the Arts Program in Fiscal Year 2026. IACA's funding is awarded to exceptional arts organizations and organizations with significant arts programming

Relationship to City Services and Priorities

Impact on Core Services

The grant is an award in the amount of \$10,000 in unrestricted program support. A copy of the grant agreement explaining the terms is attached to the resolution. As indicated, funds received by this grant will be used to support general operations of the Arts Program in FY 2026. Matching funds required for this grant will be entirely covered by the Arts Program expenditures already included in the current City Budget.

Strategic Goals & Plans

IACA, a state agency, provides operating and technical support to organizations and programs statewide. In doing so, the agency helps keep Illinois' arts sector vital, vibrant, and accessible to all. IACA's Program Grant funds provide support to established not-for-profit organizations that create a meaningful impact in their communities through high-quality arts programming.

Previous Council Actions

On September 5, 2023 a resolution was brought to Council authorizing the acceptance of the Illinois Arts Council Agency (IACA) Grant for Public Arts Program Operating Support for FY23-24. The

resolution was forwarded to City Council with a recommendation for approval on the consent agenda.

Discussion

Fiscal and Budget Impact

There is no increase in expenditures related to this grant.

Community Impact

Receiving this \$10,000 grant will provide vital support for the Arts Program's general operations in FY 2026, sustaining creative initiatives that enrich community life. Because matching funds are already covered in the City budget, the program can expand its reach without additional financial strain. This investment will strengthen local arts engagement and create more opportunities for youth employment and internships.

Recommendation

Staff recommends that the City Council approve the resolution authorizing acceptance of the IACA grant to the Urbana Arts & Culture Program.

Attachments

- A. A Resolution Authorizing Acceptance of an Illinois Arts Council Agency (IACA) Grant for Urbana Arts and Culture Operating Support
- B. Illinois Arts Council FY26 Grant Agreement

Originated by: Vivian Krishnan, Arts & Culture Program Specialist

Reviewed: Olivia Jovine, Director of Community Development Services

Approved: Darius White, City Administrator

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING ACCEPTANCE OF
AN ILLINOIS ARTS COUNCIL AGENCY (IACA) GRANT FOR
URBANA ARTS AND CULTURE OPERATING SUPPORT**

(FY 2026 Urbana Arts and Culture Program)

WHEREAS, the City of Urbana (the “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 operates a public arts program known as the “Urbana Arts and Culture Program” (the “Arts Program”); and

WHEREAS, the City has in one or more years accepted funds from various grants, including Illinois Arts Council Agency (“IACA”) grants, in order to fund the Arts Program; and

WHEREAS, IACA has offered a grant (“Grant”) in the amount of \$10,000 to support the operation of the Arts Program; and

WHEREAS, the City is willing to accept the Grant on the terms and conditions provided by IACA as described in the exhibit appended hereto and made a part hereof.

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

Section 1. That IACA’s Grant to support the operation of the Arts Program is hereby accepted by the City and that the City shall abide by the terms and conditions provided in the exhibit attached hereto and made a part hereof.

Section 2. That the Mayor of the City of Urbana, Illinois, is hereby authorized to undertake such additional 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 contained in the exhibit appended hereto and made a part hereof without further actions by the City Council.

PASSED BY THE CITY COUNCIL this _____ day of _____, _____.

AYES:

NAYS:

ABSTENTIONS:

Darcy Sandefur, City clerk

APPROVED BY THE MAYOR this _____ day of _____, _____.

DeShawn Williams, Mayor



Grant Agreement

Grant Number: 2026-0043909

THIS AGREEMENT, made by and between the ILLINOIS ARTS COUNCIL, an agency of the State of Illinois (hereinafter referred to as AGENCY) and

NAME: City of Urbana
ATTN: Vivian Krishnan
ADDRESS: 400 S. Vine Street
CITY: Urbana, IL 61801

(hereinafter referred to as GRANTEE).

The AGENCY and GRANTEE hereby agree as follows:

1. Upon execution of this contract, AGENCY agrees to make a lump sum grant payable to GRANTEE in the amount of **\$10,000.00** from State Funds for the following program (hereinafter referred to as PROJECT): **New General Operating Support & Youth Employment-2026,**

2. All grant monies payable hereunder shall be expended by GRANTEE for PROJECT between **September 1, 2025** (beginning date) and **August 31, 2026** (ending date).

Additionally:

(a) GRANTEE may expend grant monies for PROJECT expenses incurred between the beginning date above and the ending date of this AGREEMENT, as described in its application to the AGENCY.

(b) GRANTEE agrees that all funds issued by AGENCY pursuant to this AGREEMENT shall be expended only for the specific project described herein.

(c) If, for any reason, GRANTEE needs to extend the term of this AGREEMENT, application must be made in writing to the AGENCY prior to the above ending date of PROJECT. If no extension has been requested of, and approved by, the AGENCY, any monies payable hereunder remaining after the completion of the PROJECT, or after the date set forth above, must be returned to the AGENCY within 45 days.

3. GRANTEE agrees that credit shall be given AGENCY on all public notices, publicity, printed

programs, public media, and other applicable material. The following language shall be used in such notices:

'This program is partially supported by a grant from the Illinois Arts Council.'

4. GRANTEE agrees to the following with respect to reports on this grant:

(a) To submit to AGENCY no later than thirty days after the ending date of PROJECT a Final Report consisting of Financial and Narrative components prepared according to instructions provided.

(b) To comply with any subsequent requirements which may be adopted by AGENCY with respect to grant reporting.

5. If the grant amount awarded in this contract is \$25,000 or above, GRANTEE agrees to the following: To submit to the AGENCY quarterly reports within thirty days after the end of each quarter, which describe the progress of the program, project, or use and the expenditure of the grant funds related thereto **Failure to submit timely and acceptable reports will jeopardize the receipt of future funds from AGENCY.**

6. The GRANTEE agrees to the following:

(a). to account for grant expenditures separately. If separate accounting is not feasible, all grant expenditures shall be properly identified in the records.

(b). to maintain books and records related to the performance of the contract and necessary to support amounts charged to the State under the contract for a minimum of three (3) years from the last action on the contract. GRANTEE further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, chief procurement officer, internal auditor, the purchase agency and Attorney General.

(c). upon request, to make available to AGENCY and the General Assembly of the State of Illinois all audited and unaudited financial statements for each year in which a grant was received from AGENCY. AGENCY shall have unlimited access to the accounts, books, records, and other financial documents of GRANTEE supporting information stated in GRANTEE'S application for AGENCY funds or any subsequent documentation regarding PROJECT funded hereunder.

7. Any and all patents, copyrights, or other legal interests in and to PROJECT, or materials generated in pursuance of PROJECT, shall be the sole and exclusive property of GRANTEE or GRANTEE'S design. GRANTEE, however, agrees to supply AGENCY with access to publicity or related activities contemplated hereunder, and hereby grants to AGENCY free and unlimited license to use such information for such purpose as AGENCY, in its sole discretion, shall determine.

8. GRANTEE agrees that no monies payable hereunder shall be used for the purchase of permanent equipment, capital improvements or construction, to pay balance of GRANTEE'S previous year's deficit, out-of-state touring, or subsidizing an individual's academic study.
9. GRANTEE agrees that it is illegal for anyone receiving assistance from the Illinois Arts Council to discriminate unlawfully on the basis of, including but not limited to, race, color, religion, sex, sexual orientation, sexual harassment, national origin, ancestry, citizenship status, disability, age, order of protection status, marital status, arrest record, military status, unfavorable discharge from military service, pregnancy, and retaliation, while otherwise qualified, be excluded from participation in, be denied benefits of, or be otherwise subjected to unlawful discrimination under any program or activity supported in whole or in part by funds provided hereunder.
10. If funds provided hereunder are used in whole or in part for employment of any person, GRANTEE further agrees that no person shall be unlawfully discriminated against on the basis of, including but not limited to, race, color, religion, sex, sexual orientation, sexual harassment, national origin, ancestry, citizenship status, disability, age, order of protection status, marital status, arrest record, military status, unfavorable discharge from military service, pregnancy, and retaliation, while otherwise qualified, be denied equal opportunity in the hiring process, or be otherwise unlawfully discriminated against with respect to compensation, terms, conditions, or benefits of employment.
11. GRANTEE agrees that it shall fully comply with all rules, regulations, and other requirements now existing or which may hereafter be adopted by AGENCY with respect to GRANTS of this nature.
12. Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for this agreement.
13. 30 ILCS 705/10 requires all interest earned on grant funds held by GRANTEE to become part of the grant principal when earned and be treated accordingly for all purposes. If the cost of accounting for the interest or allocating the interest to principal is significant in terms of the amount of interest received, then the interest earned on grant funds may be retained by GRANTEE. Interest earned on grant funds, held by GRANTEE after the expiration of the grant, becomes part of the principal and is subject to recovery under 30 ILCS 705/4.
14. GRANTEE certifies under oath that:
 - (a). It is not barred from being awarded a contract under 30 ILCS 500/50-5. Section 50-5

prohibits a grantee from entering into a contract with a State agency if the grantee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the grantee has made an admission of guilt of such conduct which is a matter of record. The grantee further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

(b). It is not barred from being awarded a contract under 30 ILCS 500/50-10.5. Section 50-10.5 prohibits a grantee from entering into a contract with a State agency if the grantee, or any officer, director, partner, or other managerial agent of grantee has been convicted of within the last 5 years of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if the grantee is in violation of Subsection (e). The grantee further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

(c). It is not a trustee or beneficiary of a land trust.

(d). It will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. If employing 25 or more employees and this contract is worth more than \$5,000, it will provide a drug free workplace pursuant to the Drug Free Workplace Act.

(e). It and any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-aa. Section 50-11 prohibits a grantee from entering into a contract with a State agency if the grantee knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. The grantee further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

(f). It is not barred from being awarded a contract under 30 ILCS 500/50-14. Section 50-14 prohibits a grantee from entering into a contract with a State agency if the grantee has been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last 5 years. The grantee further acknowledges that the contracting State agency may declare the related contract void if this certification is false.

(g). All professional performers and related or supporting personnel so employed shall receive not less than the prevailing minimum compensation as determined by the Secretary of Labor. Labor standards are set out in 29 CFR Part 505 'Labor Standards on Projects or Productions Assisted by Grants from the National Endowment for the Arts and Humanities.' Copies of this regulation may be obtained by writing to the Grants Office, National Endowment for the Arts, Nancy Hanks Center, 1100 Pennsylvania Avenue N.W., Washington,

D.C. 20506-0001.

(h). No part of any project or production will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employees so engaged. Compliance with the safety and sanitary laws of the State in which the performance or part thereof is to take place shall be prima facie evidence of compliance.

(i). Grantee is not now suspended or debarred from Federal sponsorship of grant funding. Suspension of a grant is an action by a Federal sponsoring agency that temporarily suspends Federal sponsorship of the grant pending corrective action by the recipient or pending a decision to terminate the grant by the Federal sponsoring agency. Termination of a grant means the cancellation of Federal assistance, in whole or in part, at any time prior to the date of completion. If you or your organization is suspended or debarred by one Federal agency, you are suspended or debarred by all Federal agencies.

(j). Grantee certifies that it has not retained a person or entity to attempt to influence the application process for compensation contingent in whole or in part upon the decision as per 30 ILCS 500/50-38.

(k). All information in this grant agreement is true and correct to the best of the grantee's knowledge, information, and belief; that the funds shall be used only for the purposes described in the grant agreement; and that the award of grant funds is conditioned upon such certification.

15. As part of each grant agreement, GRANTEE acknowledges and agrees that should they provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply: the contract may be void by operation of law, the State may void the contract, and the grantee may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty. Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

ILLINOIS ARTS COUNCIL:
For Joshua Davis-Ruperto

by *Pius Zacharias*
08/21/2025 06:33PM UTC

GRANTEE:

City of Urbana

Grantee Name

by *James P. ...*

Joshua Davis-Ruperto
Executive Director
By Pius Zacharias
Director of Grants Management

Signature of Authorizing Official
Vivian Krishnan
Name of Authorizing Official
Arts & Culture Program Specialist 08/19/2025 09:54PM UT
Print Title and Date

This agency is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under chapter 20 ILCS Act 3915/4. Disclosure of this information is REQUIRED. Failure to provide any information will result in this form not being processed.

ILLINOIS ARTS COUNCIL

Legal Status Disclosure Certificate

In reference to Grant Number 2026-0043909 for City of Urbana, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Name: City of Urbana

Social Security Number:

or

Federal Employer Identification Number (FEIN): 37-6000524

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or FEIN. For all other entities, enter the name of the entity as used to apply for the entity's FEIN and the FEIN.)

Legal Status (check one):

Individual	×	Governmental
Sole Proprietor		Nonresident alien
Partnership/Legal Corporation		Estate or trust
Tax-exempt 501(c)(3)		Pharmacy (Non-corp)
Corporation providing or billing medical and/or health services		Pharmacy/Funeral Home/Cemetery (Corp.)

Corporation NOT Providing
medical and/or health services

Other: _

Limited Liability
Company (select
applicable tax
classification)
D = disregarded entity

C = corporation

P = partnership

Signature: 

Date: 08/19/2025 09:54PM UTC

Vivian Krishnan

Document Reference : 80adf8ae-99ac-46ec-a60f-82a5a5c52b26
 Document Title : Grant Agreement - 2026-0043909 New General Operating Support & Youth Employment-2026, \$10,000.00, City of Urbana
 Document Region : Northern Virginia
 Sender Name : Pius Zacharias
 Sender Email : pius.zacharias@illinois.gov
 Total Document Pages : 8
 Secondary Security : Not Required
 Participants

1. Vivian Krishnan (vlkrishnan@urbanailinois.us)
2. Pius Zacharias (IAC.GrantAgreement@illinois.gov)

Document History

Timestamp	Description
08/19/2025 04:08PM US/Central	Email sent to Vivian Krishnan (vlkrishnan@urbanailinois.us).
08/19/2025 04:08PM US/Central	Email sent to Pius Zacharias (pius.zacharias@illinois.gov).
08/19/2025 04:50PM US/Central	Document viewed by Vivian Krishnan (vlkrishnan@urbanailinois.us). 209.175.177.101 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36 Edg/139.0.0.0
08/19/2025 04:54PM US/Central	Vivian Krishnan (vlkrishnan@urbanailinois.us) has agreed to terms of service and to do business electronically with Pius Zacharias (pius.zacharias@illinois.gov). 209.175.177.101 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36 Edg/139.0.0.0
08/19/2025 04:54PM US/Central	Signed by Vivian Krishnan (vlkrishnan@urbanailinois.us). 209.175.177.101 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36 Edg/139.0.0.0
08/19/2025 04:54PM US/Central	Email sent to Pius Zacharias (IAC.GrantAgreement@illinois.gov).
08/21/2025 01:32PM US/Central	Document viewed by Pius Zacharias (IAC.GrantAgreement@illinois.gov). 136.226.13.72 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36
08/21/2025 01:33PM US/Central	Pius Zacharias (IAC.GrantAgreement@illinois.gov) has agreed to terms of service and to do business electronically with Pius Zacharias (pius.zacharias@illinois.gov). 136.226.13.72 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like

Document History

Timestamp	Description
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08/21/2025 01:33PM US/Central	Document copy sent to Pius Zacharias (IAC.GrantAgreement@illinois.gov).
08/21/2025 01:33PM US/Central	Document copy sent to Pius Zacharias (pius.zacharias@illinois.gov).
08/21/2025 01:33PM US/Central	Document copy sent to Vivian Krishnan (vlkrishnan@urbanailinois.us).



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 13, 2025 Committee of the Whole
Subject: A Resolution Approving and Authorizing the Execution of an Economic Development Agreement (Champaign County Economic Development Corporation, Fiscal Year 2025-2026)

Summary

Action Requested

City Council is being asked to consider a Resolution adopting an Economic Development Agreement with the *Champaign County Economic Development Corporation* (EDC) that includes a proposed contribution from the City of Urbana of \$33,644 for Fiscal Year 2026.

Brief Background

The City of Urbana has provided funding to EDC for many years and the proposed contribution of \$33,644 for the current fiscal year is slightly lower than approved amount for the last fiscal year. Pursuant to the City Council's inclusion of funding for EDC in the City budget for Fiscal Year 2026, staff has prepared an agreement for the provision of regional economic development services by the EDC for the benefit of the City and the regional economy.

The proposed agreement follows the format of the FY 2025 agreement and covers activities in this fiscal year, from July 1, 2025, to June 30, 2026.

Relationship to City Services and Priorities

Impact on Core Services

N/A

Strategic Goals and Plans

Approval of this Resolution would broadly support Mayor/Council Strategic Area #4: *Economic Health* and Strategy #1: *Support local businesses*, Strategy #2: *Enhance employment opportunities in Urbana*, and Strategy #3: *Recruit new businesses and industries*. The agreement also supports the *Imagine Urbana Comprehensive Plan Big Move 4: Make Downtown the Economic Driver of the City*, *Big Move 5: Expand Urbana's Arts and Culture Program*, and *Big Move 9: Enhance Urbana's Economic Vibrancy*.

Previous Council Actions

On February 3, 2025, the City Council approved Resolution No. 2025-01-007R with a funding amount of \$33,763 for FY 2025.

Discussion

EDC staff provide many direct services that support Urbana's overarching economic development goals, which in turn help to fund core operations of the City. These EDC services include business visits with major employers, business advising, developer/business lead generation, coordination with state agencies, and regional public-private coordination.

The EDC is proactive in sharing information on state and federal financial resources through numerous webinars and online posts, applying for and assisting communities in applying for funds, and guiding businesses in need throughout the county on how to apply for essential funding.

In 2021, the Champaign County EDC was approved by the State of Illinois to become a Community Navigator Hub, which came with funding to assist small and minority-owned businesses in finding resources to overcome the economic hardship caused by the pandemic.

The proposed agreement includes reporting requirements to staff and City Council. The agreement would require EDC to make an annual presentation to the Mayor and City Council, and provide the City with the updated aforementioned documents. Darius White, City Administrative, will serve as the city's representative on the EDC Board.

Fiscal or Budget Impact

The \$33,644 contribution for the current fiscal year has already been provided for in the current City budget.

Recommendation

City Council is asked to approve the attached Resolution adopting an Economic Development Agreement for funding the Champaign County Economic Development Corporation (EDC).

Next Steps

If the Resolution is approved, staff will ensure that the document is properly executed by the parties and that the payments are made in accordance with the terms of the Agreement.

Attachments

1. Resolution Approving and Authorizing the Execution of an Economic Development Agreement (Champaign County Economic Development Corporation, Fiscal Year 2025-2026)
2. Economic Development Agreement

Originated by: Michael McMahon

Reviewed: Olivia Jovine, Director of Community Development

Approved: Darius White, City Administrator

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
ECONOMIC DEVELOPMENT AGREEMENT
(CHAMPAIGN COUNTY ECONOMIC DEVELOPMENT CORPORATION,
FISCAL YEAR 2025-2026)**

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

WHEREAS, the City of Urbana has determined that supporting regional economic development coordination and initiatives across Champaign County provides a benefit to the City; and

WHEREAS, the Champaign County Economic Partnership DBA Champaign County Economic Development Corporation (“EDC”) is well positioned to provide those regional economic development services for the City and the Champaign County region; and

WHEREAS, the City and the EDC have previously held a relationship related to regional economic development services; and

WHEREAS, the City and EDC believe that it would be mutually beneficial to the City and EDC to renew their agreement whereby EDC would provide regional economic development services for and on behalf of the City and the City would reasonably compensate EDC for such services.

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

Section 1.

An Economic Development Agreement by and between the City of Urbana, a Municipal Corporation, and the Champaign County Economic Partnership DBA Champaign County Economic Development Corporation, a 501c.6 Not-For-Profit Corporation, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

AYES:

NAYS:

ABSTENTIONS:

Darcy Sandefur, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

DeShawn Williams, Mayor

As Authorized by City of Urbana Resolution No. _____

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (hereinafter, "Agreement") is entered into by and between the **City of Urbana** (hereinafter, the "City") and the **Greater Champaign-Urbana Economic Partnership DBA Champaign County Economic Development Corporation** (hereinafter, "EDC") (collectively, the "Parties").

WHEREAS, the City is a home rule unit of local government pursuant to Section 6 of Article VII of the State of Illinois Constitution of 1970; and

WHEREAS, EDC is an Illinois not-for-profit corporation which has been granted tax-exempt status by the Internal Revenue Service pursuant to Section 501(c)(6) of the Internal Revenue Code (26 U.S.C. § *et seq.*) and which is certified by the Illinois Department of Commerce and Economic Opportunity as the Illinois Small Business Development Center (hereinafter, "SBDC"), International Trade Center (hereinafter, "ITC"), and Illinois APEX Accelerator (hereinafter, "APEX") for Champaign County; and

WHEREAS, the City seeks to provide financial support for ongoing economic development, business development, and workforce development activities in the City of Urbana and Champaign County, as conducted by the EDC; and

WHEREAS, EDC seeks to promote Champaign County as an epicenter of entrepreneurship, innovation, and talent in Central Illinois and the Midwest; and

WHEREAS, EDC is experienced in the development of relationships between governments, businesses, employers, and educational/research institutions in Champaign County to promote new business startups and business growth; retention and expansion of existing employers; improvements in the available workforce by working with schools, Parkland College, the University of Illinois, and employers; and promoting the economic and physical growth of Champaign County; and

WHEREAS, EDC is also experienced in the marketing and promotion of Champaign County to geographic areas and populations outside of Champaign County by utilizing existing communication tools, such as the Make It Champaign-Urbana website, which houses the Champaign-Urbana Area Job Board and talent attraction programs such as the Champaign Welcome Crew and Community Job Application; and

WHEREAS, EDC is experienced in coordinating and disseminating site selection RFPs and inquiries to local real estate developers and brokers, and managing real estate regional and site data to provide information to the public and professionals about development opportunities in Champaign County and to perform regional analysis that will inform decision-makers and businesses about growth, employment, and development options; and

WHEREAS, EDC is host to and manages the SBDC, ITC, and APEX, supported by grants from the federal SBA and state DCEO to provide no-cost, confidential small business advising and training; and

WHEREAS, EDC is recognized as the regional point of contact for economic development in Champaign County; and

WHEREAS, the City and EDC seek to form a mutually beneficial arrangement whereby EDC undertakes the foregoing economic development activities for the benefit of Urbana as a key part of the county economy and coordinates such activity with the other municipalities, villages and county government as well as the University of Illinois and Parkland College to expand the regional marketplace for jobs and commerce, and strengthen the economy of the City and Champaign County.

NOW for good, valuable, and mutual consideration which each Party acknowledges as having in hand received and for the mutual exchange of the covenants, terms, and conditions contained in this Agreement, the Parties agree as follows:

A. CITY OBLIGATIONS TO EDC:

1. City Funding and In-Kind Services to EDC:

- a **City Monetary Funding to EDC:** The City shall provide EDC with certain funding which EDC may use to operate its business and also perform its duties as the SBDC, ITC, and APEX for Champaign County. The amount of funding which the City shall provide to EDC for such purpose shall commence on July 1 and end on June 30 shall be:

Fiscal Year 2026:	\$33,644
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- b **City In-Kind Services to EDC:** Separate and apart from the funding provided for in Sub-Paragraph A(1)(a) of this Agreement, the City may at its discretion provide in-kind services at no cost to EDC but is under no obligation to provide any such in-kind services. The City shall value any in-kind services which it provides to, for, or for the benefit of EDC based on the rates which the City customarily charges for the provision of the same or similar services in connection with special public events held within the City's corporate limits as described in Section 10.2 of the City of Urbana Policy & Procedure Manual.
- c **Collective City Funding:** Unless the context of any Paragraph or Sub Paragraph in this Agreement provides or suggests otherwise, reference to "City Funding" or "City Funds" shall mean and include the monetary funding and any in-kind services provided for in Sub-Paragraphs (A)(1)(a) and (A)(1)(b) of this Agreement.

2. Disbursement of Funds: The Parties recognize and agree that it shall be a goal of EDC that, during the term of this Agreement, EDC shall undertake efforts within its own operations, marketing and other activities, as provided for in Sub-Paragraphs B(1) through B(5), to expand its services to businesses. Thus, the Parties intend that EDC's receipt of City Funding shall be based in whole or in part on EDC's performance during the term of this Agreement. However, nothing herein shall be deemed or construed as barring the Parties from entering into one or more other written agreements for other EDC services, which benefit the City and/or its business community and the City from compensating EDC on covenants, terms and/or conditions separate and apart from those provided for in this Agreement. To this end, EDC shall submit invoices to the City on a quarterly basis on or about July 1st, October 1st, January 2nd and April 1st with each invoice representing one-fourth (1/4th) of the City Funds due in the City Fiscal Year. The City shall disburse City Funds to EDC within thirty (30) days of the City's receipt of an invoice from EDC within the term of this Agreement.

Notwithstanding anything to the contrary provided for in Sub-Paragraphs A(1) of this Agreement, EDC shall not use or expend any City Funds, whether as staff funding and/or operational funding, for political purposes and activities including, but not necessarily limited to, funding of any political action committee, funding any organizations, candidates, or public office-holders political campaign, lobbying activities, or other activities which are or may be contrary to EDC's IRS Section 501(c)(6) tax-exempt status. Nothing herein shall be deemed, construed or interpreted as prohibiting EDC from engaging in any of the aforesaid political activities or lobbying activities where such activities are clearly and plainly intended to benefit the City or Champaign County as whole rather than any particular political constituency.

3. Limits on City Funding: Nothing in this Sub-Paragraph shall be deemed, construed or interpreted as limiting the amount of additional funding, if any, which the City may, in its sole discretion, provide to EDC for any purpose, whether specific or general in nature and whether or not pursuant to one or more separate agreements entered into and executed by and between the Parties.

B. EDC'S OBLIGATIONS TO THE CITY:

1. Promotional, Marketing, and Sponsoring Activities: EDC shall undertake such efforts as reasonably possible and within the limits of funding provided by the City to promote and market the City as a vital part of the Champaign County economy and to coordinate and plan specific activities, events, and materials that promote the City as a unique destination in Champaign County in concert with Urbana businesses and city staff. Such activities shall include but shall not be limited to: support of and participation in City and Urbana business events, promotion and support of businesses located within the City, planning and attending visits to employers identified by the City, holding promotional activities in Urbana businesses, planning and attending business openings or receptions, and including City programs, incentives and events on the EDC website, emails, social media posts, and printed promotional pieces. Such efforts shall also be complementary to and consistent with EDC's regional efforts to promote all of Champaign County and improve the region's businesses, institutions, and industries as a whole.

Notwithstanding anything to the contrary contained in this Sub-Paragraph B(1), all EDC promotional, marketing, staging, or sponsorship activities shall be undertaken in a manner which

- a presents the City, its officials, and its business community in a favorable light;
- b is presented in good taste and in such manner as to avoid offending the overall City residential and business community;
- c does not promote any particular religious or political positions or persuasions;
- d is presented or conducted in a manner so as not to endanger human life, health or safety.

EDC shall comply with all federal, state and City laws, rules and regulations in connection with any and all EDC activities.

2. Board Representation: The City shall designate one person and one alternate to sit on the EDC Board of Directors with full voting authority during the term of this Agreement as is consistent with the EDC bylaws.

3. EDC Budget: EDC shall submit to the City an annual budget approved by the EDC Board of Directors. In the event EDC amends the aforesaid budget, EDC shall provide a copy of each such budget amendment to the City along with a statement of the reason therefor within seven (7) days of when EDC's Board of Directors approval of such amendment.

4. EDC Reports to City Council: EDC shall submit to the City, within ninety (90) days following the close of the City Fiscal Year, its written annual partnership report which shall (i) describe the activities which EDC has undertaken for, on behalf of and/or for the benefit of the City, of businesses located within the City, and of events located within the City during the immediate past City Fiscal Year; (ii) provide a summarized accounting of all funds received by EDC during the aforesaid City Fiscal Year, including but not limited to the City Funds provided for in Sub-Paragraph A(1) of this Agreement; and (iii) provide a summarized accounting of all expenditures and disbursements made by EDC during the aforesaid City Fiscal Year.

EDC shall annually provide a representative of EDC to present the aforesaid annual partnership report to and address questions from the City Council at such time as the City may direct. All reports and accountings provided in this Sub-Paragraph B(5) shall be in writing and shall appear on the letterhead of EDC.

5. Dissolution of EDC: In the event that EDC should dissolve or elect to cease operations for any reason after any payment provided for in Sub-Paragraphs A(1)(a) and A(1)(b) of this Agreement has been made for a City Fiscal Year not then completed, then EDC shall notify the City at least ninety (90) calendar days before ceasing operations and work in good faith with the City on a written plan for dissolution of the EDC. Such a plan shall be mutually agreed to by the

Parties in writing and shall account for the payment of all just debts and obligation of the EDC including any refund to the City as may be agreed to by the Parties.

If within at least sixty (60) calendar days after ceasing operations the Parties do not mutually agree on such a written plan for dissolution as herein described, then EDC, after its payment of all just debts and obligations, shall refund to the City so much of the amount which the City provided to EDC in the City Fiscal Year when it dissolves computed as a percentage of days within said City Fiscal Year which have passed expressed as a fraction or percentage of the total number of days in the said City Fiscal Year. – i.e., 365 or 366 depending on whether the year of dissolution is a “leap-year.” For example, and by way of example only, in the event that the City provided EDC with \$10,000 in the City Fiscal Year 2026 and EDC elects to dissolve on February 29, 2026, then the amount refunded to the City shall be computed as follows: $(\$10,000) \times (244 \div 366) = \$6,666.67$. However, EDC shall be relieved of its obligation to tender such refund should it be determined that state and/or federal law, rules, or regulations bar the making of such refund. Separate and apart from the refund provided for in this Sub-Paragraph, in the event that EDC announces its intent to dissolve or cease operations, the City may, at its sole election and discretion cease to provide additional funds to EDC.

C. MISCELLANEOUS TERMS:

1. Term of Agreement: This Agreement shall commence on July 1, 2025 and shall expire at 11:59 p.m. on June 30, 2026.

2. Default and Opportunity to Cure: In the event that either Party believes that the other Party has defaulted on any covenant, term or condition contained in this Agreement, the non-defaulting Party shall provide written notice to the other Party of such default. The aforesaid written notice shall state or describe the nature of the default, whether by act or omission, and the Paragraph and/or Sub-Paragraph, as the case may be, which governs the obligation which is alleged to be in default. Within ten (10) calendar days of the effective date of such notice of default (as defined by Sub-Paragraph C(6) below), the recipient of such notice shall (i) cure the default and provide documented evidence of the nature and/or manner of such cure; (ii) respond in writing to such notice which writing shall advise that the recipient reasonably believes that it is not in default and which describes the reasons for such belief; or (iii) provides a written plan of cure in those instances where cure of a default cannot be completed within the aforesaid ten (10) calendar day period.

3. Dispute Resolution: In the event that the Parties cannot resolve any dispute between them, they shall submit to mediation in an effort to resolve any such dispute. The Parties shall agree on the selection of the mediator and that mediator’s rules and/or procedures shall govern any such mediation. The Parties shall share equally in the cost of the mediation. In the event that the Parties fail to resolve their dispute through mediation, then either or both Parties shall be free to initiate and maintain an action to construe, interpret and/or enforce this Agreement in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois.

4. Termination:

- a This Agreement may be terminated by the City immediately and without written notice if EDC –defaults on this Agreement without reasonable cure as provided for in Sub-Paragraph C(2) and which default/dispute is not resolved through mediation;
- (i) files a petition or is the subject of an involuntary petition for bankruptcy filed in a United States Bankruptcy Court;
 - (ii) files a notice of intent or other paper with the Secretary of State for the State of Illinois which evidences an intent to liquidate or dissolve;
 - (iii) loses its IRS 501(c)(6) status as a tax-exempt business league by reason of any act or omission on the part of EDC;
 - (iv) loses its Illinois Department of Commerce and Economic Opportunity certification as either the SBDC or the ITC for Champaign County;
 - (v) becomes involuntarily dissolved for any reason by the Secretary of State of the State of Illinois and where EDC fails to apply for reinstatement within ten (10) business days of notice of such involuntary dissolution;
 - (vi) enters into any arrangement with creditors which could reasonably be deemed, construed, or interpreted as a common law composition with creditors;
 - (vii) is placed in receivership by a lawful court order;
 - (ix) acts or fails to act in such a manner as would injure or likely injure the City in any way, or cast the City or any business located within the City in a negative light unless, in the case of a business, such negative light is reasonably supported by evidence; and/or
 - (x) acts or fails to act in a manner which threatens or which may reasonably threaten human life, health or safety.

In the event that the City elects to terminate this Agreement for any one or more of the reasons provided in this Sub-Paragraph, the City's obligation to provide funding to EDC shall automatically cease and become wholly null and void. In addition to any other remedy which the City may have as a matter of law or right, the City shall be entitled to seek, obtain and recover a refund from EDC in an amount calculated as if EDC elected to dissolve as provided in Sub-Paragraph B(6) of this Agreement.

- b This Agreement may be terminated by either Party by giving written notice to the other Party of its intent to terminate and such termination shall be deemed effective

thirty (30) days after the effective date of such written notice (as defined by Sub-Paragraph C(7) below). Any Party providing such notice of termination shall offer the other Party an opportunity to meet and discuss such termination prior to the effective date hereunder. In the event of such termination, EDC shall refund to the City so much of those funds which the City has provided to EDC in the fiscal year in which the termination occurs computed in the manner provided for in Sub-Paragraph B(6) of this Agreement.

5. Refund of Funds: If any event arises which triggers EDC's obligation to refund any moneys to the City as provided elsewhere in this Agreement, EDC shall tender to the City such refund in the amount provided for in this Agreement within sixty (60) calendar days of when the aforesaid event occurred. In the event EDC fails to tender such refund to the City within the timeframe provided herein, the City shall be entitled to interest on the said refund at the rate of nine percent (9%) per annum with interest commencing to run on the date when the City was first entitled to said refund.

6. Indemnification: EDC agrees to and will indemnify, defend and hold harmless the City, its elected and appointed officials, employees, agents, and assigns from and against any and all claims, suits, actions, causes of action, judgments, decrees, orders, liabilities, and defenses which arise or which may arise out of or which are or may be the direct or proximate result of any unlawful intentional, willful, wanton, grossly negligent, or negligent act or omission by EDC and/or any of its directors, officers, employees, agents, contractors, or representatives. Nothing herein shall require EDC to indemnify, defend and hold harmless the City, its elected and appointed officials, employees, agents, and assigns from and against any and all claims, suits, actions, causes of action, judgments, decrees, orders, liabilities, and defenses which arise or may arise out of or which are or may be the direct or proximate result of any intentional, willful, wanton, grossly negligent, or negligent act or omission by the City or any of its elected or appointed officials, employees, agents, or assigns.

7. Notices: All notices required to be given shall be in writing, and such notices shall be deemed proper and effective as hereinafter provided:

- a. If by First Class U.S. Mail: All such notices shall be sent by registered or certified mail with a return receipt requested. If any such notice is placed in an envelope properly addressed to the intended recipient and bearing proper postage, such notice shall be deemed effective four (4) days from the date of placement with the United States Postal Service.
- b. If by facsimile: All such notices shall be deemed effective if transmitted to the intended recipient's facsimile machine and the same shall be deemed effective on the next business day following transmission if the sender's facsimile machine provides a printed recipient that the facsimile was received by the intended recipient's facsimile machine. If no such printed receipt is provided, then the notice shall be deemed effective four (4) days after its transmission.
- c. If by overnight courier: All such notices shall be deemed effective if placed

in a properly addressed overnight courier envelope properly addressed to the intended recipient with delivery charges to be paid by the sender of such notice, and such notice shall be deemed effective the next business day following delivery of such notice.

- d If by personal delivery: All such notices shall be deemed effective if hand delivered by an employee of the sender to an employee of the intended recipient, and such notice shall be deemed effective on the next business day following delivery of such notice.
- e No other form of notice, including e-mail notice, shall be deemed effective whether or not such notice was in fact received by the intended recipient.

Notices shall be delivered to the following locations unless a Party informs the other Party in writing of a different location to where notices should be directed:

TO THE CITY:

Darius White
City Administrator
City of Urbana
400 S. Vine St.
Urbana, IL 61801

TO EDC:

Carly McCrory McKay
Champaign County Economic
Development Corporation
1817 South Neil Street, Suite 100
Champaign, IL 61820

8. Waiver: The failure of any Party to enforce any covenant, term or condition contained in this Agreement or to take action to enforce the same shall not be deemed to constitute a waiver of that Party's right to enforce or take action to enforce such covenant, term or condition. Notwithstanding the foregoing, if a Party fails to enforce or undertake any action to enforce any covenant, term or condition contained in this Agreement and knows that the other Party has relied on such forbearance to its financial detriment, then such knowledge shall constitute a waiver by the Party which has or had the right to enforce or initiate an action to enforce such covenant, term or condition.

9. Assignment: Neither Party shall have the right to assign or otherwise transfer to any third person the Party's obligation to perform or the right to receive performance of any covenant, term or condition in this Agreement without the written consent of the non-assigning Party. If either Party consents to allow the other Party to assign or otherwise transfer its obligation to perform any covenant, term or condition contained in this Agreement or the right to receive the benefit of performance of any covenant, term or condition contained in this Agreement to or from a third person, then this Agreement shall be binding upon such third person as if such third person was a signatory to this Agreement, and such third person shall be deemed a "Party" as referred to in this Agreement.

10. Human Rights: EDC, in all respects, shall comply with the City's Human Rights Ordinance and, if requested in writing by the City, EDC shall provide such hiring information as requested by the City as if requested pursuant to the City's Equal Opportunity in Purchasing

Ordinance.

11. Representations and Warranties: Each Party represents and warrants that the individual executing this Agreement is duly authorized to do so.

12. Sole Agreement of the Parties: This Agreement shall supersede and replace any and all agreements respecting the subject matter of this Agreement, whether oral or in writing, entered into by and between the Parties heretofore.

[END OF AGREEMENT, SIGNATURES FOLLOW.]

FOR THE CITY:

FOR EDC:

DeShawn Williams, Mayor

Carly McCrory-McKay, Executive Director

ATTEST:

ATTEST:

Darcy Sandefur, City Clerk

Bruce Knight, Board of Directors Chair

Date: _____

Date: _____



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 20, 2025 Committee of the Whole
Subject: A Resolution Approving and Authorizing the Execution of A Community Partnership Agreement (Experience CU, Fiscal Year 2025-2026)

Summary

Action Requested

City Council is being asked to consider a Resolution adopting a Community Partnership Agreement *Experience Champaign Urbana* (ECU), that includes a proposed contribution from the City of Urbana of \$15,000 for Fiscal Year 2026.

Brief Background

The City of Urbana has provided funding to ECU for many years at the proposed funding amount. Pursuant to the City Council's inclusion of funding for ECU in the proposed budget for Fiscal Year 2026, staff has prepared an agreement for the provision of marketing and community support services by ECU for the benefit of the City's tourism industry.

The proposed agreement follows the format of the FY 2025 agreement and covers activities in this fiscal year from July 1, 2025, to June 30, 2026.

Relationship to City Services and Priorities

Impact on Core Services

N/A

Strategic Goals and Plans

Approval of this Resolution would broadly support Mayor/Council Strategic Area #4: *Economic Health* and Strategy #1: *Support local businesses*, Strategy #2: *Enhance employment opportunities in Urbana*. The agreement also supports the Imagine Urbana Comprehensive Plan *Big Move 4: Make Downtown the Economic Driver of the City*, *Big Move 5: Expand Urbana's Arts and Culture Program*, and *Big Move 9: Enhance Urbana's Economic Vibrancy*

Previous Council Actions

On February 3, 2025, the City Council approved Resolution No. 2025-01-008R with the funding amount of \$15,000 for Fiscal Year 2025.

Discussion

ECU has worked as the official destination management organization to promote Champaign County as a place to visit, work, and live since its founding in 1982. During this time, the organization has sought to undertake activities that benefit Champaign County businesses and the local economy. ECU's activities have included attracting and assisting in the organization of major sport events, conferences, and meetings; talent recruitment; producing and distributing the annual Experience Guide, maintaining an informative website; and supporting hospitality-related businesses, including restaurants, hotels, retail, small businesses, and other attractions. These events and activities attract additional visitors to the County and provide financial gain to the City of Urbana through tax-revenue, direct spending, and generated payroll. ECU website, experiencecu.org, serves as a point of contact for residents and visitors from outside the County, including international visitors.

ECU offers organizational sponsorship through an increasing scale of Partnership Levels: Bronze, Silver, Gold, Platinum, and Founding. While all levels include representation on the ECU Partner page and invitation to ECU events, the Gold Partnership is the lowest level that also includes a position on the ECU Board of Directors. The proposed resolution and agreement would renew the City's Gold-level sponsorship of ECU. Darius White, City Administrative, will serve as the city's representative on the ECU Board.

The proposed agreement requires extensive reporting requirements to staff and City Council. In addition to ***"Destination 2027" Strategic Plan for Fiscal Years 2024-2027*** and ***ECU's Budget for Fiscal Year 2025-2026*** which are provided as attachments, ECU must submit of quarterly and annual reports on ECU's activities, as well as a detailed year-end Partnership Report in which ECU will outline the specific benefits received by Urbana in writing and as a presentation to the Mayor and City Council.

Fiscal or Budget Impact

The \$15,000 contribution for the current fiscal year has already been provided for in the current City budget.

Recommendation

City Council is asked to approve the attached Resolution adopting the Community Partnership Agreement with Experience Champaign Urbana.

Next Steps

If the Resolution is approved, staff will ensure that the document is properly executed by the parties and that the payments are made in accordance with the terms of the Agreement.

Attachments

1. A Resolution Approving and Authorizing the Execution of a Community Partnership Agreement with Experience Champaign Urbana (ECU)
2. Community Partnership Agreement
3. “Destination 2028” Strategic Plan for Fiscal Years 2025-2028
4. ECU Budget for Fiscal Year 2025-2026

Originated by: Michael McMahon

Reviewed: Olivia Jovine, Director of Community Development Services

Approved: Darius White, City Administrator

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
ECONOMIC DEVELOPMENT AGREEMENT
(EXPERIENCE CHAMPAIGN URBANA, FISCAL YEAR 2025-2026)**

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

WHEREAS, the City of Urbana has determined that supporting promotion and marketing of the Urbana-Champaign region as a tourist destination provides a benefit to the City, and

WHEREAS, Experience Champaign Urbana (“ECU”) is well positioned to provide promotion and marketing services, in addition to dissemination community safety requirements for serving customers for the City and the Urbana-Champaign region; and

WHEREAS, the City and the ECU have previously held a relationship related to promotion and marketing services; and

WHEREAS, the City and ECU believe that it would be mutually beneficial to the City and ECU to renew their agreement whereby ECU would provide marketing and promotion services for and on behalf of the City and the City would reasonably compensate ECU for such services.

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

Section 1.

A Community Partnership Agreement by and between the City of Urbana, a Municipal Corporation, and Champaign County Convention and Visitors Bureau d/b/a Experience Champaign Urbana, a 501(c)(6) Not-For-Profit Corporation, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby

authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

AYES:

NAYS:

ABSTENTIONS:

Darcy Sandefur, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

DeShawn Williams, Mayor

As Authorized by City of Urbana Resolution No. _____

COMMUNITY PARTNERSHIP AGREEMENT

This Community Partnership Agreement (hereinafter, “Agreement”) is entered into by and between the **City of Urbana** (hereinafter, the “City”) and the **Champaign County Convention and Visitors Bureau DBA Experience Champaign Urbana** (hereinafter, “ECU”) (collectively, the “Parties”).

WHEREAS, the City is a home rule unit of local government pursuant to Section 6 of Article VII of the State of Illinois Constitution of 1970; and

WHEREAS, ECU is an Illinois not-for-profit business league that has been granted tax-exempt status by the Internal Revenue Service pursuant to Section 501(c)(6) of the Internal Revenue Code (26 U.S.C. § *et seq.*) and is certified by the Illinois Office of Tourism as the Local Tourism and Convention Bureau for Champaign County; and

WHEREAS, the City seeks to grow its tourism industry by entering into one or more arrangements with other persons or entities to promote and market the City as a destination, to assist in the promotion and marketing of tourism-related businesses and events located in the City, to expand the sales of existing tourism-related businesses within the City, to organize or attract major public and special events in Champaign County and assist in their promotion and marketing, and to attract new visitors to Champaign County from locations over fifty miles from Champaign County including from other nations; and

WHEREAS, ECU seeks to promote Champaign County as an overnight visitor destination and to make Champaign County the premiere destination in Central Illinois; and

WHEREAS, ECU is the official certified destination management organization to promote the greater Champaign-Urbana area and is experienced in the promotion and marketing to audiences located over fifty miles from Champaign County including other nations; undertakes activities that benefit area businesses and the local economy including marketing and supporting hospitality-related businesses such as restaurants, hotels, retail, small businesses, and attractions; recruits and retains major sport events, conferences, and meetings; facilitates talent attraction; serves as the Champaign County Film Office; and facilitates destination development projects, such as the Champaign County African American Heritage Trail; and

WHEREAS, the City and ECU seek to form a mutually beneficial arrangement whereby ECU undertakes certain promotion, marketing, recruitment, sponsoring, and staging of various tourism-related activities, events, destinations, businesses, and partnerships within and for the benefit of the City and its tourism industry, and whereby the City shares in the support of ECU’s regional efforts to promote all of the Champaign-Urbana area and improve the region’s tourism industry as a whole.

NOW, THEREFORE, for good, valuable and mutual consideration that each Party acknowledges as having in hand received and for the mutual exchange of the covenants, terms, and condition contained in this Agreement, the Parties agree as follows:

CITY OBLIGATIONS TO VCC:

1. City Funding and In-Kind Services to ECU:

- a. **City Monetary Funding to ECU:** The City shall provide ECU with certain funding, which ECU may use to operate its business and also perform its duties as the Local Tourism and Convention Bureau for Champaign County as certified by the State Office of Tourism. The amount of funding that the City shall provide to VCC for such purpose shall commence on July 1 and end on June 30 shall be:

Fiscal Year 2026: \$15,000

- b. **City In-Kind Services to ECU:** Separate and apart from the funding provided for in Sub-Paragraph A(1)(a) of this Agreement, the City may at its discretion provide in-kind services at no cost to ECU, but is under no obligation to provide any such in-kind services. The City shall value any in-kind services that it provides to, for, or for the benefit of ECU based on the rates which the City customarily charges for the provision of the same or similar services in connection with special public events held within the City's corporate limits as described in Section 10.2 of the City of Urbana Policy & Procedure Manual.
- c. **Collective City Funding:** Unless the context of any Paragraph or Sub Paragraph in this Agreement provides or suggests otherwise, reference to "City Funding" or "City Funds" shall mean and include the monetary funding and any in-kind services provided for in Sub-Paragraphs (A)(1)(a) and (A)(1)(b) of this Agreement.

2. Disbursement of Funds: The Parties recognize and agree that it shall be a goal of ECU that, during the term of this Agreement, ECU shall undertake efforts within its own operations, marketing, and other activities, as provided for in Sub-Paragraphs B(1) through B(5), to increase the representation of tourism-related events, activities, and businesses located within the City as well as to increase tourism-related sales for businesses within the City. Thus, the Parties intend that ECU's receipt of City Funding shall be based in whole or in part on ECU's performance during the term of this Agreement. However, nothing herein shall be deemed or construed as barring the Parties from entering into one or more other written agreements for other ECU services that benefit the City and/or its business community and the City from compensating ECU on covenants, terms, and/or conditions separate and apart from those provided for in this Agreement. To this end, the City shall disburse to ECU City Funds within thirty (30) days of the City's receipt of an invoice from ECU within the term of this agreement.

Notwithstanding anything to the contrary provided for in Sub-Paragraph A(1) of this Agreement, ECU shall not use or expend any City Funds, whether as staff funding and/or operational funding, for political purposes and activities including, but not necessarily limited to, funding of any political action committee, funding any organizations, candidates, or public office-holders political campaign, lobbying activities, or other activities that are or may be contrary to ECU's IRS Section 501(c)(6) tax-exempt status. Nothing herein shall be deemed, construed, or

interpreted as prohibiting ECU from engaging in any of the aforesaid political activities or lobbying activities where such activities are clearly and plainly intended to benefit the City or Champaign County as whole rather than any particular political constituency.

3. Limits on City Funding: Nothing in this Sub-Paragraph shall be deemed, construed, or interpreted as limiting the amount of additional funding, if any, that the City may, in its sole discretion, provide to ECU for any purpose, whether specific or general in nature and whether or not pursuant to one or more separate agreements entered into and executed by and between the Parties. Any funding paid by the City in its sole discretion to ECU for the sole purpose of contributing toward any Illinois High School Association (IHSA) bid or IHSA tournament shall be held separate and apart from this Agreement.

B. ECU’S OBLIGATIONS TO THE CITY:

1. Promotional, Marketing, and Sponsoring Activities: ECU shall undertake such efforts as reasonably possible and within the limits of funding provided by the City to promote and market the City as a destination, to assist in the promotion and marketing of tourism-related businesses and events located in the City, to expand the sales of existing tourism-related businesses within the City, to organize or attract major public and special events in the Champaign-Urbana area and assist in their promotion and marketing, and to attract new visitors to the Champaign-Urbana area from locations over fifty miles from Champaign County including from other nations. Such efforts shall include but shall not be limited to promotion, marketing, recruitment, sponsoring, and staging of various tourism-related activities, events, destinations, businesses, and partnerships within and for the benefit of the City and its tourism industry. Such efforts shall also be complementary to and consistent with ECU’s regional efforts to promote all of the Champaign-Urbana area and improve the region’s tourism industry as a whole.

Further, ECU shall –

- a. recognize that with the City’s financial support, the City will receive a position on the ECU Board of Directors in a manner that is fully consistent with ECU’s official partnership levels and the treatment of other like organizational, municipal, and jurisdictional partners of ECU;
- b. market and support special events held within the City in a manner that is consistent with like Champaign-Urbana area events including but not limited to: Urbana’s Market at the Square, Fall Fusion, and the CU Folk & Roots Festival in Downtown Urbana;
- c. provide visitor spending data research to assist Urbana staff with economic development efforts and to Urbana businesses for purposes of additional state tourism grant funding opportunities;
- d. communicate, coordinate, and cooperate in marketing, sales, and promotion efforts with staff and officials of the City, including but not limited to information and materials from the City for inclusion in promotional bags and packets, inviting City representatives to ECU organized or sponsored events, and including City representatives in planning and decision-making

teams or committees;

- e. include tourism-related businesses and venues located within the City and their representatives in all relevant promotion and marketing activities of ECU, including but not limited to participation on planning teams, networking events, trips, tours, site visits, printed materials, informational displays, maps, business listings, emails, and social media postings;
- f. generate sales leads for hotels, venues, and other tourism-related businesses located within the City in a manner that is consistent with the City Partnership Status including but not limited to event attraction, sales blitzes, marketing blitzes, bidpackages, networking events, trips, tabling, tours, and site visits;
- g. include representatives of Urbana businesses and the City to participate in hospitality and business planning and networking activities including but not limited to participation in sales, sports, tourism, or hospitality councils and participation in quarterly meetings of chamber or business association professionals;
- h. recognize Downtown Urbana as a destination in all relevant promotion and marketing activities of ECU, including visitors guide, maps, and business listings, in a manner that is consistent with the treatment of Downtown Champaign;
- i. assist the City in establishing and seeking approvals from the State of Illinois for tourism attraction signs on Interstate 74 for major events and businesses located within the City including but not limited to Urbana's Market at the Square;
- j. create and/or disseminate information to Urbana hospitality businesses as necessary and in regards to community safety requirements for serving customers; and
- k. explicitly promote the area businesses and events located within Urbana's Central TIF District, which includes the City's historic downtown.

Notwithstanding anything to the contrary contained in this Sub-Paragraph B(1), all ECU promotional, marketing, staging, or sponsorship activities shall be undertaken in a manner that:

- l. presents the City, its officials, and its business community in a favorable light;
- m. is presented in good taste and in such manner as to avoid offending the overall City residential and business community;
- n. does not promote any particular religious or political positions or persuasions; and

- o. is presented or conducted in a manner so as not to endanger human life, health, or safety.

ECU shall comply with all federal, state, and City laws, rules, and regulations in connection with any and all VCC activities.

2. Board Representation: The City's Communications Specialist or such other person as the City's Mayor may designate shall sit on the ECU Board of Directors with full voting authority during the term of this Agreement.

3. ECU Strategic Plan: ECU shall develop a strategic plan for each of the City Fiscal Years provided for in Sub-Paragraph A(1)(a) of this Agreement and shall submit each said strategic plan to the City before June 1st preceding the start of the respective City Fiscal Year, upon approval by ECU Board of Directors, or upon the effective date of this Agreement, whichever is latest. ECU's strategic plan submitted to the City for any given City Fiscal Year shall include the following: (i) provide an overview of ECU's programmatic and organizational goals for the year; (ii) list specific activities and measurable objectives that ECU intends to complete over the course of the year; and (iii) describe how such activities and objectives benefit the City and other communities being served. In the event, after presentation of each said strategic plan to the City, the ECU Board of Director's amends the strategic plan, ECU shall provide the City with any and all such amendments within seven (7) days after the ECU Board of Directors' adoption of any such plan amendment or amendments.

4. ECU Budget: ECU shall submit to the City an annual budget approved by the ECU Board of Directors and said budget shall be submitted at the same time ECU submits the strategic plan provided for in Sub-Paragraph B(3) of this Agreement. In the event ECU amends the aforesaid budget, ECU shall provide a copy of each such budget amendment to the City along with a statement of the reason therefor within seven (7) days of when ECU's Board of Directors approval of such amendment.

5. ECU Reports to City Council: ECU shall provide to the City Council, within forty-five (45) days following the close of each quarter of the City Fiscal Year, its written quarterly report. In addition, ECU shall provide to the City Council, within sixty (60) days following the close of the City's Fiscal Year, its written annual report, which shall describe the activities that ECU has undertaken during the immediate past City FY that are consistent with the work plan provided for in Sub- Paragraph B(3) of this Agreement

In addition, ECU shall submit to the City, within ninety (90) days following the close of the City Fiscal Year, its written annual partnership report, which shall (i) describe the activities that ECU has undertaken for, on behalf of, and/or for the benefit of the City, of businesses located within the City, and of events located within the City during the immediate past City Fiscal Year; (ii) provide a summarized accounting of all funds received by ECU during the aforesaid City Fiscal Year, including but not limited to the City Funds provided for in Sub-Paragraph A(1) of this Agreement; and (iii) provide a summarized accounting of all expenditures and disbursements made by ECU during the aforesaid City Fiscal Year.

ECU shall annually provide a representative of ECU to present the aforesaid annual report and annual partnership report to and address questions from the City Council at such time as the

City may direct. All reports and accountings provided in this Sub-Paragraph B(5) shall be in writing and shall appear on the letterhead of ECU.

6. Dissolution of ECU: In the event that ECU should dissolve or elect to cease operations for any reason after any payment provided for in Sub-Paragraphs A(1)(a) and A(1)(b) of this Agreement has been made for a City Fiscal Year not then completed, then, ECU, after its payment of all just debts and obligations, shall refund to the City so much of the amount that the City provided to ECU in the City Fiscal Year when it dissolves computed as a percentage of days within said City Fiscal Year which have passed expressed as a fraction or percentage of the total number of days in the said City Fiscal Year. – i.e., 365 or 366 depending on whether the year of dissolution is a “leap-year.” For example, and by way of example only, in the event that the City provided ECU with \$15,000 in the City Fiscal Year 2026 and ECU elects to dissolve on February 28, 2026, then the amount refunded to the City shall be computed as follows: $(\$15,000) \times (244 \div 366) = \$9,999.99$. However, ECU shall be relieved of its obligation to tender such refund should it be determined that state and/or federal law, rules, or regulations bar the making of such refund. Separate and apart from the refund provided for in this Sub-Paragraph, in the event that VCC announces its intent to dissolve or cease operations, the City may, at its sole election and discretion cease to provide additional funds to ECU.

C. MISCELLANEOUS TERMS:

1. Term of Agreement: This Agreement shall commence on July 1, 2025 and shall expire at 11:59 p.m. on June 30, 2026.

2. Default and Opportunity to Cure: In the event that either Party believes that the other Party has defaulted on any covenant, term, or condition contained in this Agreement, the non-defaulting Party shall provide written notice to the other Party of such default. The aforesaid written notice shall state or describe the nature of the default, whether by act or omission, and the Paragraph and/or Sub-Paragraph, as the case may be, that governs the obligation that is alleged to be in default. Within ten (10) calendar days of the effective date of such notice of default (as defined by Sub-Paragraph C(6) below), the recipient of such notice shall (i) cure the default and provide documented evidence of the nature and/or manner of such cure; (ii) respond in writing to such notice, that writing shall advise that the recipient reasonably believes that it is not in default and which describes the reasons for such belief; or (iii) provides a written plan of cure in those instances where cure of a default cannot be completed within the aforesaid ten (10) calendar day period.

3. Dispute Resolution: In the event that the Parties cannot resolve any dispute between them, they shall submit to mediation in an effort to resolve any such dispute. The Parties shall agree on the selection of the mediator and that mediator’s rules and/or procedures shall govern any such mediation. The Parties shall share equally in the cost of the mediation. In the event that the Parties fail to resolve their dispute through mediation, then either or both Parties shall be free to initiate and maintain an action to construe, interpret, and/or enforce this Agreement in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois.

4. Termination:

- a. This Agreement may be terminated by the City immediately and without written notice if ECU –
- (i) defaults on this Agreement without reasonable cure as provided for in Sub-Paragraph C(2) and which default/dispute is not resolved through mediation;
 - (ii) files a petition or is the subject of an involuntary petition for bankruptcy filed in a United States Bankruptcy Court;
 - (iii) files a notice of intent or other paper with the Secretary of State for the State of Illinois that evidences an intent to liquidate or dissolve;
 - (iv) loses its IRS 501(c)(6) status as a tax-exempt business league by reason of any act or omission on the part of ECU;
 - (v) loses its Illinois Office of Tourism certification as the Local Tourism and Convention Bureau for Champaign County;
 - (vi) becomes involuntarily dissolved for any reason by the Secretary of State of the State of Illinois and where ECU fails to apply for reinstatement within ten (10) business days of notice of such involuntary dissolution;
 - (vii) enters into any arrangement with creditors that could reasonably be deemed, construed, or interpreted as a common law composition with creditors;
 - (viii) is placed in receivership by a lawful court order;
 - (ix) acts or fails to act in such a manner as would injure or likely injure the City in any way, or cast the City or any business located within the City in a negative light unless, in the case of a business, such negative light is reasonably supported by evidence (e.g., an announcement that a business has closed or moved from the City when in fact such business has moved or closed); and/or
 - (x) acts or fails to act in a manner that threatens or that may reasonably threaten human life, health or safety.

In the event that the City elects to terminate this Agreement for any one or more of the reasons provided in this Sub-Paragraph, the City's obligation to provide funding to ECU shall automatically cease and become wholly null and void. In addition to any other remedy that the City may have as a matter of law or right, the City shall be entitled to seek, obtain and recover a refund from ECU in an amount calculated as if ECU elected to

dissolve as provided in Sub-Paragraph B(6) of this Agreement.

- b. This Agreement may be terminated by either Party by giving written notice to the other Party of its intent to terminate and such termination shall be deemed effective thirty (30) days after the effective date of such written notice (as defined by Sub-Paragraph C(7) below). Any Party providing such notice of termination shall offer the other Party an opportunity to meet and discuss such termination prior to the effective date hereunder. In the event of such termination, ECU shall refund to the City so much of those funds that the City has provided to ECU in the fiscal year in which the termination occurs computed in the manner provided for in Sub-Paragraph B(6) of this Agreement.

5. Refund of Funds: If any event arises that triggers ECU's obligation to refund any moneys to the City as provided elsewhere in this Agreement, ECU shall tender to the City such refund in the amount provided for in this Agreement within fourteen (14) calendar days of when the aforesaid event occurred. In the event ECU fails to tender such refund to the City within the timeframe provided herein, the City shall be entitled to interest on the said refund at the rate of nine percent (9%) per annum with interest commencing to run on the date when the City was first entitled to said refund.

6. Indemnification: ECU agrees to and will indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, agents, and assigns from and against any and all claims, suits, actions, causes of action, judgments, decrees, orders, liabilities, and defenses that arise or that may arise out of or that are or may be the direct or proximate result of any unlawful intentional, willful, wanton, grossly negligent, or negligent act or omission by ECU and/or any of its directors, officers, employees, agents, contractors, or representatives. Nothing herein shall require ECU to indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, agents, and assigns from and against any and all claims, suits, actions, causes of action, judgments, decrees, orders, liabilities, and defenses that arise or may arise out of or that are or may be the direct or proximate result of any intentional, willful, wanton, grossly negligent, or negligent act or omission by the City or any of its elected or appointed officials, employees, agents, or assigns.

7. Notices: All notices required to be given shall be in writing, and such notices shall be deemed proper and effective as hereinafter provided:

- a. If by First Class U.S. Mail: All such notices shall be sent by registered or certified mail with a return receipt requested. If any such notice is placed in an envelope properly addressed to the intended recipient and bearing proper postage, such notice shall be deemed effective four (4) days from the date of placement with the United States Postal Service.
- b. If by facsimile: All such notices shall be deemed effective if transmitted to the intended recipient's facsimile machine and the same shall be deemed effective on the next business day following transmission if the sender's facsimile machine provides a printed recipient that the facsimile was received by the intended recipient's facsimile machine. If no such printed

receipt is provided, then the notice shall be deemed effective four (4) days after its transmission.

- c. If by overnight courier: All such notices shall be deemed effective if placed in a properly addressed overnight courier envelope properly addressed to the intended recipient with delivery charges to be paid by the sender of such notice, and such notice shall be deemed effective the next business day following delivery of such notice.
- d. If by personal delivery: All such notices shall be deemed effective if hand delivered by an employee of the sender to an employee of the intended recipient, and such notice shall be deemed effective on the next business day following delivery of such notice.
- e. No other form of notice, including e-mail notice, shall be deemed effective whether or not such notice was in fact received by the intended recipient.

Notices shall be delivered to the following locations unless a Party informs the other Party in writing of a different location to where notices should be directed:

TO THE CITY:

Darius White
City Administrator
City of Urbana
400 S. Vine St.
Urbana, IL 61801

TO VCC:

Jayne DeLuce
President & CEO
Experience Champaign-Urbana
17 E. Taylor St.
Champaign, IL 61820

8. Waiver: The failure of any Party to enforce any covenant, term, or condition contained in this Agreement or to take action to enforce the same shall not be deemed to constitute a waiver of that Party's right to enforce or take action to enforce such covenant, term, or condition. Notwithstanding the foregoing, if a Party fails to enforce or undertake any action to enforce any covenant, term, or condition contained in this Agreement and knows that the other Party has relied on such forbearance to its financial detriment, then such knowledge shall constitute a waiver by the Party that has or had the right to enforce or initiate an action to enforce such covenant, term or condition.

9. Assignment: Neither Party shall have the right to assign or otherwise transfer to any third person the Party's obligation to perform or the right to receive performance of any covenant, term, or condition in this Agreement without the written consent of the non-assigning Party. If either Party consents to allow the other Party to assign or otherwise transfer its obligation to perform any covenant, term, or condition contained in this Agreement or the right to receive the benefit of performance of any covenant, term, or condition contained in this Agreement to or from a third person, then this Agreement shall be binding upon such third person as if such third person was a signatory to this Agreement, and such third person shall be deemed a "Party" as referred to in this Agreement.

10. Human Rights: ECU, in all respects, shall comply with the City's Human Rights Ordinance and, if requested in writing by the City, ECU shall provide such hiring information as

requested by the City as if requested pursuant to the City’s Equal Opportunity in Purchasing Ordinance.

11. Representations and Warranties: Each Party represents and warrants that the individual executing this Agreement is duly authorized to do so.

12. Sole Agreement of the Parties: This Agreement shall supersede and replace any and all agreements respecting the subject matter of this Agreement, whether oral or in writing, entered into by and between the Parties heretofore.

[END OF AGREEMENT, SIGNATURES FOLLOW.]

FOR THE CITY:

FOR ECU:

DeShawn Williams, Mayor

Jayne DeLuce, President & CEO

ATTEST:

ATTEST:

Darcy Sandefur, City Clerk

Annie Easterday, Board of Director
Chair

Date: _____

Date: _____

destination 2028

MISSION

To promote a welcoming destination experience for visitors, enhance the lives of residents, and strengthen economic opportunity.

VISION

Experience Champaign-Urbana will be a connected and collaborative leader in promoting the region as an extraordinary destination to visit, work, and live.

VALUES

- **Spark**—We are tenacious and spirited in our pursuit of impact.
- **Illumination**—We shine an optimistic light on all of our communities.
- **Brilliance**—We bring joy and an innovative mindset to all our work.

POSITION

Experience Champaign-Urbana tells the stories of the area like no one else can, and nurtures our college town and broader destination through:

- Inspired marketing that speaks to multi-cultural and multi-faceted audiences both at home and afar
- Generating excitement for the community through unwavering support and pursuit of events, conferences, festivals, sports, and filmmaking
- Collaboration with like-minded partners who are seeking an enhanced potential for current and future residents, students, and visitors
- Personable connections that ensure everyone is welcome to the region

GOAL 1: Enhance our destination and community engagement

- Foster better decision-making in the destination experience among stakeholders and business owners
- Develop internal destination development review process and support system
- Continue collaboration on enhanced transportation efforts
- Develop and execute a strategy for supporting events & festivals

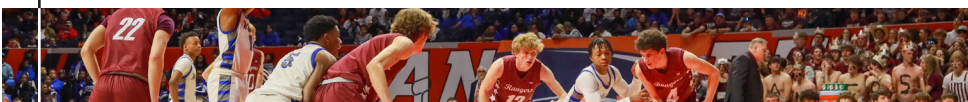


KEY RESULTS

- Increased number of hotel room stays and visitor spending
- Consistent project support through staying true to mission
- Realization of future shuttle system between hotels and districts
- Increased room nights attributable to events & festivals over 2025 baseline

GOAL 2: Structure partnership/supporter program to strengthen economic opportunity

- Deepen ECU's communication and collaboration with destination partners
- Develop a donor database and data-driven development strategy
- Undertake a Tourism Improvement District (TID) feasibility study
- Establish a sustainable funding model for community-based initiatives



KEY RESULTS

- Funding growth by 10% in 2025 dollars
- Increase in number of donors for community-based initiatives
- Implementation of TID feasibility study
- Creation of funding model supporting film, event bids, attraction development, talent retention

GOAL 3: Amplify our stories

- Create visual stories through video, photography, and testimonials to show the vibrant reality of people, places, and events
- Create awareness strategy to highlight community creators & innovators
- Partner with various facets of our community to tell their stories through customized community-oriented marketing strategies



KEY RESULTS

- Increased inquiries through New Resident webpages with increased engagement through Champaign Welcome Crew
- Experience pass created focused on innovation at Illinois
- Additional and ongoing outreach with businesses and events in regional areas

GOAL 4: Build a high-performance sales program

- Identify and target key event stakeholders to increase viable sales leads for sports, meetings, and group tour opportunities
- Strengthen relationship with hotel and venue partners
- Use destination services to engage sports, meetings, and group tour planners

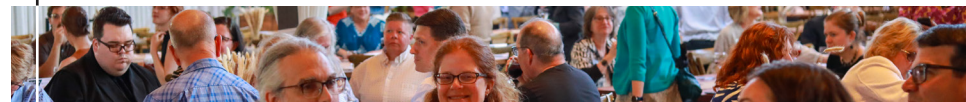


KEY RESULTS

- Year-over-year growth of active leads/RFP's and booked business
- Increased participation in hotel partner meetings
- Year-over-year growth in use of immersive itineraries

GOAL 5: Strengthen our organization, team, and boards

- Enhance structural scope and business processes for best-in-class destination experience organization
- Strategically invest in professional development opportunities
- Develop more intentional role and objectives of volunteer boards



KEY RESULTS

- Fill 80% of gaps in skills and capabilities matrix by 2028
- Enhanced specific skill sets to create more staff capacity
- Fill 65% of identified gaps in skills and capabilities on the ECU Foundation Board



Stay updated on our progress to **Destination 2028** by reviewing our quarterly and annual reports.

experiencecu.org

17 E. Taylor St., Champaign, IL | 217.351.4133





City of Urbana
400 S. Vine Street, Urbana, IL 61801
www.UrbanaIL.gov

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 20, 2025, Committee of the Whole Meeting
Subject: A Resolution Authorizing Acceptance of an Economic Mobility Leadership Institute Grant from the African American Mayors Association

Summary

Action Requested

The City Council is asked to consider authorizing the acceptance of an Economic Mobility Leadership Grant from the African American Mayors Association to convene a financial literacy program.

Brief Background

The Economic Mobility Leadership Institute (EMLI) provides mayors with tools to convene financial literacy forums and implement strategies that strengthen long-term economic mobility. The program emphasizes wealth creation and poverty reduction by equipping local leaders with practical knowledge in areas such as homeownership, insurance, land use, student loans, trusts and wills, and wealth management.

Building on this mission, EMLI offers short-term Mini-Cohorts, six-to-eight-week programs that introduce proven economic mobility solutions across more communities. These cohorts highlight essential financial topics, encourage cross-sector collaboration, and provide participants with practical tools for stability and growth.

To support this work, the City of Urbana will receive \$5,000 in funding, which may be used for materials or services directly connected to program delivery. These funds cannot be used as incentives for residents to participate.

Relationship to City Services and Priorities

Impact on Core Services N/A

Strategic Goals & Plans

Advancing economic mobility aligns directly with Mayor Williams' goals for his first term, particularly his commitment to expanding access to financial literacy, reducing barriers to wealth-building, and investing in long-term community well-being. Participation in EMLI and its Mini-

Cohorts strengthens City services by offering residents practical financial tools, creating pathways for homeownership and stability, and fostering collaboration among local organizations. This initiative directly supports the administration's broader priorities of equity, inclusion, and sustainable economic growth for Urbana families.

Previous Council Actions N/A

Discussion

Recommendation

Staff recommends approval of this resolution authorizing the acceptance of the Economic Mobility Leadership Grant from the African American Mayors Association to convene a financial literacy program.

Next Steps

Upon approval, the Finance Department will deposit the awarded \$5,000 grant into the General Operating Fund.

Attachments

1. Resolution Accepting the Economic Mobility Leadership Institute Grant from the African American Mayors Association
2. Award Letter from the African American Mayors Association
3. Mayor Williams Financial Literacy Program Information Release
4. Timeline for Mayor Williams Financial Literacy Program

Originated by: Kate Levy, Executive Coordinator

Reviewed: Matt Roeschley, City Attorney

Approved: Darius White, City Administrator

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN ECONOMIC
MOBILITY LEADERSHIP INSTITUTE GRANT FROM
THE AFRICAN AMERICAN MAYORS ASSOCIATION**

WHEREAS, the City of Urbana (the “City”) is an Illinois home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the statutes of the State of Illinois; 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 African American Mayors Association has created and facilitates the Economic Mobility Leadership Grant, for mayors to convene financial literacy programs in their communities; and

WHEREAS, the City of Urbana has been awarded Economic Mobility Leadership Grant; and

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

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

Section 1.

The African American Mayors Association Economic Mobility Leadership Institute Grant Award, in substantially the form of the Exhibit appended hereto and made a part hereof, shall be and hereby is accepted and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, shall be and hereby is authorized to execute and

deliver and the City Clerk of the City of Urbana, Illinois, shall be and hereby is authorized to attest to said execution of said Grant Award as so accepted and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

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

DeShawn B. Williams, Mayor



Dear Mayor Williams,

On behalf of the African American Mayors Association (AAMA), we are pleased to inform you that the City of Urbana, IL has been selected to receive the Economic Mobility Leadership Institute (EMLI) Grant.

EMLI equips mayors with the tools to convene financial literacy forums and implement strategies that expand long-term economic mobility within their communities. With a focus on wealth creation and poverty reduction, the program provides practical knowledge in key areas such as homeownership, insurance, land use, student loans, trusts and wills, and wealth management—helping local leaders engage their constituencies and track measurable progress toward greater economic empowerment.

Building on this mission, the EMLI Mini-Cohorts are short-term 6–8 week programs that bring proven economic mobility solutions to more communities. These cohorts emphasize essential topics while fostering cross-sector collaboration and equipping participants with practical tools for financial stability and growth.

We are also pleased to provide your city with \$5,000 to support this important work. Please note that these funds are intended for materials or services directly related to your programming and may not be used as incentives for residents to join the program.

Please feel free to reach out for any further information or assistance. Once again, congratulations, and thank you for your continued dedication to building a stronger, more equitable future for your residents.

Warm Regards,

A handwritten signature in black ink that reads "Phyllis Dickerson". The signature is written in a cursive, flowing style.

Phyllis Dickerson
CEO
African American Mayors Association

Contact: DeShawn Williams
 Mayor
 City of Urbana
 400 South Vine Street
 217-384-2457
 DeShawn.Williams@UrbanaiL.Gov



FOR IMMEDIATE RELEASE

September 26, 2025

City of Urbana Awarded Grant to Launch Mayor Williams Financial Literacy Program

The City of Urbana has received a grant from the African American Mayors Association (AAMA) to fund an online financial literacy program for residents. This initiative reflects the City's ongoing commitment to expanding opportunity and promoting equity.

This program is made possible through AAMA's grant and the Sootchy Charitable Foundation, a nonprofit dedicated to breaking the cycle of generational poverty by fostering economic mobility through financial literacy, college savings programs, and community engagement. The online platform developed by Sootchy provides an interactive, user-friendly experience to help participants build practical financial skills.

Through this funding, Urbana will launch the *Mayor Williams Financial Literacy Program*, a computer- and mobile-friendly series designed specifically for adult residents ages 21–64. The program offers six self-paced topics focused on practical money management, including budgeting, credit, debt-reduction strategies, and planning for the future with college savings plans. Participants who complete all six topics will earn a certificate of completion from the City of Urbana and will take part in a recognition ceremony.

"Financial knowledge is power," Mayor Williams said. "By equipping our residents with practical tools to make informed decisions and achieve long-term financial health, we're helping families succeed, neighborhoods flourish, and Urbana grow stronger for everyone."

Program Highlights:

- Kickoff: Register to attend an in-person kickoff introductory session with Mayor Williams.
- Six self-paced online topics accessible via computer or mobile device.
- Free for Urbana residents ages 21–64.
- Recognition Ceremony and certificate of completion awarded at the end of the program.

How to Register

Space is limited. Online registration to participate in this program opens today and is requested by October 10, 2025, at <https://go.urbanail.gov/FinLit>

For more information about the City of Urbana, please visit UrbanaiL.Gov.

###END###

Timeline: Mayor Williams Financial Literacy Program

By Friday, Sept. 26

- Confirm key program details (registration link, schedule, program overview)
- Finalize and Distribute Information Release
- Open enrollment to the public

Sept. 29 - Oct. 10

- Send internal City-wide email announcing the program for employees
- Launch promotion via website, and social media
- Monitor registration and answer questions from participants
- Oct. 10 – Registration closes

Oct. 11 - 18

- Send reminders to registered participants
- Finalize kickoff event logistics and invitations for public participants

Friday, Oct. 17 (early evening) – Kickoff Event for Public Participants

Oct. 20 - Dec. 10 – 6-Week Program

- Weekly email tips, reminders, and motivational messages to participants
- Post periodic social media highlights and success stories (with participant permission)

Dec. 10 – Program Wrap-Up

- Conclude the program
- Schedule a future recognition ceremony and social event
- Collect feedback and testimonials from participants
- Prepare follow-up information release or newsletter highlighting outcomes and success stories
- Share collected program information with AAMA
- Share lessons learned internally for potential future iterations
- Schedule recognition ceremony and social event